



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: August 6, 2025

TIME: 9:30 a.m. – 11:30 a.m.

MEETING CHAIR: Tyler Cash, 5th Supervisorial District

CEO MEETING FACILITATOR: Jack Arutyunyan

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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 teleconference number:

1 (323) 776-6996 and enter the following: 880 681 649# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

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 Items (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DPW/DHS:** Olive View-UCLA Medical Center Ventilation Refurbishment Project – Approve project and budget, appropriation adjustment, and authorize Public Works to deliver the proposed project using Board-approved Job Order Contract
 - b. **DMH:** Adopt a Resolution to Approve the New Mental Health Plan Agreement with The State of California, Department of Health Care Services for Specialty Mental Health Services

III. **Presentation Items:**

- a. **DPW/DHS:** Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Remodel Project – Approve project and budget, appropriation adjustment, and authorize Public Works to deliver the proposed project using Board-approved Job Order Contract
- b. **DPH:** Approval to Execute Sole Source Amendments to 18 CalFresh Healthy Living Program Services Contracts to Extend the Term Through September 30, 2026 (#08246)
Speaker(s): Dipa Shah (Director, Nutrition and Physical Activity Program) Dr. Kuo (Director, Division of Chronic Disease and Injury Prevention) Jose Garcia (Chief, Division of CDIP Division Affairs)
- c. **DMH:** Approval to Execute a New Contract with CBRE Managed Services, Inc., for the Provision of Facilities Management Services at the Centro Estrella Family Resource Center

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

V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.

VI. Public Comment

VII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE HEALTH AND MENTAL HEALTH SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

HEALTH_AND_MENTAL_HEALTH_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025				
BOARD MEETING DATE	9/16/2025				
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☒ 3 rd ☐ 4 th ☐ 5 th				
DEPARTMENT(S)	Public Works				
SUBJECT	CP Olive View-UCLA Medical Center Ventilation Refurbishment Project				
PROGRAM	N/A				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No				
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why: N/A				
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost: \$7,000,000	Funding source: DHS Enterprise Fund-Committed for Department of Health Services.			
	TERMS (if applicable): N/A				
	Explanation: N/A				
PURPOSE OF REQUEST	Public Works is seeking Board approval to establish and approve the Olive View-UCLA Medical Center Ventilation Refurbishment Project; associated appropriation adjustment; and authorization to use a Board-approved Job Order Contract for the delivery of the project.				
BACKGROUND (include internal/external issues that may exist including any related motions)	The ventilation upgrade project consists of the replacement of existing air handling coils at the Olive View-UCLA Medical Center Main Hospital.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability by investing in County buildings to update and provide improved public services and workforce environments that will lead to increased productivity.				
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov				



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:

September 16, 2025

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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
VENTILATION REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF A JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A099
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 3)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to establish and approve the Olive View-UCLA Medical Center Ventilation Refurbishment Project and budget, approve an appropriation adjustment, and authorize Public Works to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Olive View-UCLA Medical Center Ventilation Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Establish and approve the proposed Olive View-UCLA Medical Center Ventilation Refurbishment Project, Capital Project No. 8A099, with a total project budget of \$7,000,000.

3. Approve the Fiscal Year 2025-26 appropriation adjustment to allocate \$5,317,000 from the Department of Health Services' Enterprise Fund Committed for the Department of Health Services to fund the estimated Fiscal Year 2025-26 expenditures for the Olive View-UCLA Medical Center Ventilation Refurbishment Project, Capital Project No. 8A099.
4. Authorize the Director of Public Works or his designee to deliver the Olive View-UCLA Medical Center Ventilation Refurbishment Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the Olive View-UCLA Medical Center (OV-UCLA MC) Ventilation Refurbishment Project exempt from the California Environmental Quality Act (CEQA); establish Capital Project No. 8A099; approve a project budget of \$7,000,0000 and associated budget adjustment; and authorize Public Works to deliver the OV-UCLA MC Ventilation Refurbishment Project using a Board-approved Job Order Contract (JOC).

Background

The OV-UCLA MC is located at 14445 Olive View Drive in the Sylmar neighborhood of Los Angeles, delivers healthcare services to communities throughout the San Fernando Valley and North County region. The six-story hospital constructed over 30 years ago currently operates with its original heating, ventilation, and air conditioning (HVAC) system. The hospital's HVAC infrastructure includes nine fan rooms, housing 21 supply fans. The heating and cooling coils for the supply fans have surpassed their useful service life expectancy and require replacement.

The proposed OV-UCLA MC Ventilation Refurbishment Project will replace the air handling coils for six high priority supply fans serving the most critical areas of the hospital, including clinics, lab, nuclear medicine, operating rooms, intensive care unit, and kitchen. The work includes removing the existing clogged heating and cooling coils inside the air handling units and replacing them with a like-for-like coils. The objective of the project is to maintain the functionality and reliability of the hospital's existing heating and cooling system. To minimize operational impacts, the coil replacement will be phased and will include temporary measures to ensure continued mechanical functionality of the facility.

The construction documents for the proposed OV-UCLA MC Ventilation Refurbishment Project were completed using a Board-approved, on-call architectural/engineering firm. Public Works is now seeking approval to use a Board-approved JOC contractor to perform the refurbishment work to the existing air handling unit.

Upon the Board's approval of the recommended actions, construction of the project will begin in October 2025 and be substantially completed in March 2027.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents in the Los Angeles County, in particular the North County region.

FISCAL IMPACT/FINANCING

The total estimated project budget is \$7,000,000, which includes construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The project budget and schedule are included in Enclosure A.

Board approval of the Fiscal Year 2025-26 appropriation adjustment (Enclosure B) will allocate \$3,427,000 from the Department of Health Services' (DHS) Enterprise Fund Committed for DHS to fund the projected Fiscal Year 2025-26 expenditures for the OV-UCLA MC Ventilation Refurbishment Project, Capital Project No. 8A099. 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

Following completion of the project, DHS will request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy, amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Art Policy's definition of "refurbishment" does not include the replacement or repair of building systems; therefore, the proposed OV-UCLA MC Ventilation Refurbishment Project is exempt from the policy because it consists of the replacement of a component of the existing building mechanical system.

The project is subject to Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The proposed project would support the Board's policy for Green Building/Sustainable Design Program by incorporating into the design and construction, recyclable materials, features to optimize energy use, and by maximizing the use of sustainable and local resources during construction.

ENVIRONMENTAL DOCUMENTATION

The proposed OV-UCLA MC Ventilation Refurbishment Project is categorically exempt from the provisions of CEQA. The project scope consists of repairs and replacement to an existing facility and is therefore within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a), (d), and (f); and 15302 (c) of the CEQA Guidelines and Classes 1 (c), (d), (i); and; 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. There will be no expansion of use and replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, potential for substantial adverse change in the significance of a historical resource, or other limiting factors that would make the exemption inapplicable based on the record of the proposed project.

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 at the Office of Land Use and Climate Innovation in accordance with Section 21152 of the California Public Resources Code and will post the notice to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works utilized a Board-approved, on-call architectural/ engineering firm to complete the design and is recommending the use of a Board-approved JOC to complete the work.

The Honorable Board of Supervisors
September 16, 2025
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The project scope includes remodeling and refurbishment work, and Public Works has determined 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 OV-UCLA MC. Patient care services at the medical center will remain fully operational during construction.

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:sl

Enclosures

c: Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
VENTILATION REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A099
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 3)
(4-VOTES)

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	12/2023*
Jurisdictional Approvals	10/2024*
Construction Start	10/2025
Substantial Completion	03/2027
Project Acceptance	04/2027

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction	\$3,810,000
Change Order Contingency	\$ 770,000
Job Order Contract Fees	\$ 100,000
Hard Costs Subtotal	\$4,680,000
Soft Costs	
Plans and Specifications	\$ 800,000
Consultant Services	\$ 400,000
Miscellaneous Expenditures	\$ 100,000
Jurisdictional Review/Plan Check/Permits	\$ 120,000
County Services	\$ 900,000
Soft Costs Subtotal	\$2,320,000
TOTAL	\$7,000,000

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

September 16, 2025

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 2025-26
4 - VOTES

SOURCES		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS DECREASE OBLIGATED FUND BALANCE		DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	
3,427,000		3,427,000	
OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND MN3-HO-96-9911-60050 OPERATING TRANSFERS IN INCREASE REVENUE		OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND MN3-HO-96-9912-60050 OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	
3,427,000		3,427,000	
ENT SUB - OLIVE VIEW-UCLA MEDICAL CENTER A01-AC-6100-21200-21232 OTHER FINANCING USES DECREASE APPROPRIATION		OLIVE VIEW-UCLA MEDICAL CENTER Olive View-UCLA Medical Center Ventilation Upgrade A01-CP-6014-64030-8A099 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	
3,427,000		3,427,000	
SOURCES TOTAL		USES TOTAL	
\$ 10,281,000		\$ 10,281,000	

JUSTIFICATION

This budget adjustment of \$3,427,000 is necessary to fund Capital Project No. 8A099, Olive View-UCLA Medical Center Ventilation Upgrade Project, using DHS Enterprise Fund-Committed for DHS obligated fund balance for anticipated expenditures in FY 2025-26.

AUTHORIZED SIGNATURE

JEAN LO, CHIEF, CONTROLLER'S DIVISION

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

DATE

DATE

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/6/2025
BOARD MEETING DATE	9/2/2025
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th
DEPARTMENT(S)	Mental Health (DMH)
SUBJECT	Request adoption of a resolution approving the new Mental Health Plan (MHP) Agreement with the State of California (State), Department of Health Care Services (DHCS) for the provision of Specialty Mental Health Services (SMHS) to eligible Medi-Cal beneficiaries of Los Angeles County (County).
PROGRAM	Mental Health Plan
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.
DEADLINES/ TIME CONSTRAINTS	9/2/25
COST & FUNDING	Total cost: Not applicable Funding source: Not applicable TERMS (if applicable): July 1, 2025 to December 31, 2026 Explanation:
PURPOSE OF REQUEST	Effective July 1, 2025, the State issued a new MHP Agreement No. 25-50136 that wholly replaced the previous Agreement No. 22-20110, for the continuation of SMHS in the County. Approval and execution of the new MHP Agreement is necessary for the County to continue to operate as the local MHP and be responsible for the provision of SMHS to eligible Medi-Cal beneficiaries of the County and to receive reimbursement for these services.
BACKGROUND (include internal/external issues that may exist including any related motions)	Welfare and Institutions Code (WIC) Section 14712 directs the State to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of the State through contracts with MHPs. WIC Section 14712 requires a contractual agreement between the State and the County and for the County to operate as the MHP responsible for the delivery of SMHS to the County's eligible Medi-Cal beneficiary population. Through the MHP Agreement, DMH agrees to continue operating the MHP for the County, from July 1, 2025 through December 31, 2026. Due to mandatory changes to the federal managed care regulations (42.C.F.R. part 438), which apply to all California MHPs, DHCS updated the MHP Agreement, effective July 1, 2025.
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: This Board letter falls under the Equity Guiding Principle of "Intervene early and emphasize long term prevention." DMH will continue to operate as the local MHP and be responsible for the provision of SMHS to eligible Medi-Cal beneficiaries who are receiving services in the County.

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Priority 1 Child Protection; Priority 3 Care First, Jails Last; Priority 4 Homeless Initiative; and Priority 8 Anti-Racism, Diversity, and Inclusion. These Priorities allows DMH to continue to operate as the local MHP for the provision of SMHS for vulnerable populations, including children and youth; families; residents experiencing mental health crisis; residents experiencing homelessness and/or at risk of becoming homeless; and residents involved in/at-risk of becoming involved with the justice system.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DMH: Senior Deputy Director: Jaclyn Baucum (213) 943-8387, jbaucum@dmh.lacounty.gov Senior Deputy County Counsel: Rachel Kleinberg, (213) 974-7735, RKleinberg@counsel.lacounty.gov

DRAFT



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

DRAFT

LISA H. WONG, Psy.D.
Director

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

Rimmi Hundal, M.A.
Chief Deputy Director

September 2, 2025

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:

**ADOPT A RESOLUTION TO APPROVE THE NEW MENTAL HEALTH PLAN
AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH
CARE SERVICES FOR SPECIALTY MENTAL HEALTH SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request adoption of a resolution approving the new Mental Health Plan Agreement with the State of California, Department of Health Care Services for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt and instruct the Chair of your Board to sign and execute a resolution (Attachment I) approving the new Mental Health Plan (MHP) Agreement No. 25-50136, substantially similar to Attachment II with the State of California (State) Department of Health Care Services (DHCS) for Specialty Mental Health Services (SMHS).
2. Approve and authorize the Director of Mental Health (Director), or designee, to sign and execute the MHP Agreement No. 25-50136 (Attachment II) with DHCS for the continued provision of SMHS to eligible Medi-Cal beneficiaries of Los Angeles County (County) and for the receipt of federal and State funds beginning July 1, 2025, through December 31, 2026.
3. Delegate authority to the Director, or designee, to sign future amendments to the MHP Agreement, provided that any such amendment is necessary to: 1) extend the term; 2) reflect revisions required by the DHCS and/or revisions requested by either party to the

terms and conditions; and/or 3) revise, add, delete, or modify Agreement language or other items, including the Scope of Work (SOW), with any such amendment subject to prior review and approval as to form by County Counsel and written notice to the Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Effective July 1, 2025, DHCS issued a new MHP Agreement that wholly replaced the previous Agreement, No. 22-20110, for the continuation of SMHS in the County.

Approval and execution of the new MHP Agreement is necessary for the County to continue to operate as the local MHP, be responsible for the provision of SMHS to eligible Medi-Cal beneficiaries of the County and receive reimbursement for these services. Under the MHP Agreement, the Department of Mental Health (DMH), as the MHP, is required to make available all medically necessary covered SMHS to beneficiaries in accordance with Title 9 of the California Code of Regulations and applicable federal requirements. The State will fund the MHP Agreement using several funding sources in compliance with applicable statutes and regulations. Execution of the new MHP Agreement will enable DMH to submit claims for appropriate Federal Financial Participation reimbursement based on actual, total fund expenditures for covered services, quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs.

Board approval of Recommendations 1 and 2 will adopt the required resolution and authorize the Director, or designee, to execute the new MHP Agreement with the State for the provision of SMHS to eligible Medi-Cal beneficiaries.

Board approval of Recommendation 3 will allow DMH to sign subsequent amendments to the new MHP Agreement to extend the term; reflect revisions by the State and/or revisions requested by either party to the terms and conditions; and/or modify the SOW.

Implementation of Strategic Plan Goals

These recommended actions are consistent with the County's Strategic Plan Goals, North Star 1, Make Investments that Transform Lives, Focus Area Goal A., Healthy Individuals and Families.

FISCAL IMPACT/FINANCING

The approval of the new MHP Agreement with the State will enable federal and State reimbursement for SMHS provided to eligible Medi-Cal beneficiaries and other related activities for the period of July 1, 2025, through December 31, 2026.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Welfare and Institutions Code (WIC) Section 14712 directs the State to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of the State through contracts with MHPs. WIC Section 14712 requires a contractual agreement between the State and the County and for the County to operate as the MHP responsible for the delivery of SMHS to the County's eligible Medi-Cal beneficiary population. Through the MHP Agreement, DMH agrees to continue operating as the MHP for the County, from July 1, 2025, through December 31, 2026.

Due to mandatory changes to the federal managed care regulations (42.C.F.R. part 438), which apply to all California MHPs, DHCS updated the MHP Agreement, effective July 1, 2025. The new MHP Agreement aligns certain requirements of the Managed Care Plans and Drug Medi-Cal agreements with current legal requirements. Examples of changes in the new MHP Agreement include technical edits for consistency and clarity between the various types of agreements and standardized definitions. The MHP Agreement specifically includes updated timelines for resolving client grievances, potential withholding of funds in case of MHP's failure to report network adequacy, new Compliance and Corrective Actions/Sanctions rules, and other modified terms and conditions.

Attachment II, MHP Agreement No. 25-50136, is entered into in accordance with WIC Sections 14680-14727 and 14184.100 and has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

State regulations require a contractual agreement between the State and the County to continue funding the MHP under the State Medi-Cal Consolidation Program. The MHP Agreement is required by WIC Section 14712.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will provide the County with continued funding to administer SMHS provided to the County's eligible Medi-Cal beneficiaries.

CONCLUSION

DMH requires the executed resolution (Attachment I) signed by your Board Office. At such time, DMH will request from your Board Office the electronic version of the signed resolution upon adoption of the Board letter.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:RH:KN:SK:DO:atm

Attachments (2)

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

**RESOLUTION OF
THE BOARD OF SUPERVISORS OF
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA**

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors (Board) of the County of Los Angeles (County) does hereby approve and authorize the Director Department of Mental Health (Director) or designee to sign the Agreement No. 25-50136 entered into by and between the County and the State of California, Department of Health Care Services. It is further resolved that the Board approves and authorizes the Director, or designee, to sign future Amendments or modifications to the Agreement No. 25-50136.

EDWARD YEN,
Executive Officer-Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON,
COUNTY COUNSEL
OFFICE OF THE COUNTY COUNSEL

By  _____
Rachel Kleinberg
Senior Deputy County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-50136

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Los Angeles County Department of Mental Health

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

\$0 (Zero Dollars).

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	{SMHS and DMC-ODS only} Organization and Administration	9
Exhibit A, Attachment 2A	{SHMS only} Scope of Services	7
Exhibit A, Attachment 2B	{SMHS only} Peer Support Services	2
Exhibit A, Attachment 2C	[Reserved]	1
Exhibit A, Attachment 2D	[Reserved]	1
Exhibit A, Attachment 2E	[Reserved]	1
Exhibit A, Attachment 2F	[Reserved]	1
Exhibit A, Attachment 3	Financial Requirements	4
Exhibit A, Attachment 4	Management Information Systems	5
Exhibit A, Attachment 5	{SMHS and DMC-ODS only} Quality Improvement System	7
Exhibit A, Attachment 6	Utilization Management and Parity	6

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

		AGREEMENT NUMBER 25-50136	PURCHASING AUTHORITY NUMBER (If Applicable)
Exhibits	Title	Pages	
Exhibit A, Attachment 7	{SMHS and DMC-ODS only} Access and Availability of Services	7	
Exhibit A, Attachment 8	Provider Network, Contract Providers, and Timely Access	17	
Exhibit A, Attachment 9	[Reserved]	1	
Exhibit A, Attachment 10	Coordination and Continuity of Care	5	
Exhibit A, Attachment 11	Information Requirements	15	
Exhibit A, Attachment 12	Member Problem Resolution	17	
Exhibit A, Attachment 13	Program Integrity	15	
Exhibit A, Attachment 14	Reporting Requirements	6	
Exhibit B	Budget Detail and Payment Provisions	6	
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online	
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-50136

PURCHASING AUTHORITY NUMBER (If Applicable)

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Mental Health

CONTRACTOR BUSINESS ADDRESS

510 S. Vermont Ave., 20th Floor

CITY

Los Angeles

STATE

CA

ZIP

90020

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC § 14184.102(e); WIC § 14703.

Exhibit A
SCOPE OF WORK

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the Medi-Cal behavioral health services described herein.
- B. The Contractor will provide or arrange for the provision of the following specialty mental health services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Contractor's County who meet the applicable access criteria.
- C. This Contract covers the provision of:
- ☒ SMHS. If this box is checked, Contractor will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply to Contractor if this box is checked.
 - ☐ DMC-ODS services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC-ODS services operating as a PIHP as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as DMC-ODS requirements shall apply to Contractor if this box is checked.
 - ☐ DMC-ODS Partnership Health Plan of California (PHC) Model. If this box is checked, Contractor will subcontract with PHC for the provision of certain DMC-ODS services. All requirements in the Contract that are identified as DMC-ODS PHC Model requirements, as well as all requirements identified as DMC-ODS requirements (except as otherwise specified), will apply to Contractor if this box is checked.
 - ☐ DMC services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC State Plan services under a fee-for-service structure. All requirements in the Contract that are identified as DMC requirements shall apply to Contractor if this box is checked.
- D. The services identified above are referred to as "Covered Services" in the remainder of this Contract.

**Exhibit A
SCOPE OF WORK**

E. {Integrated contracts only}

- 1) If the Contractor chooses to provide both SMHS and DMC-ODS services within this Contract, Contractor will provide and arrange for the provision of both SMHS and DMC-ODS services operating as a single PIHP with a non-risk contract as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as applying to integrated contracts (DMC-ODS) shall apply to Contractor.
- 2) If the Contractor chooses to provide both SMHS and DMC services within this Contract, Contractor will provide and arrange for the provision of SMHS operating as a PIHP as defined in 42 C.F.R. part 438.2 and will provide or arrange for the provision of DMC services under a fee-for-service structure, outside the PIHP managed care structure. All requirements in the Contract that are identified as applying to integrated contracts (DMC) shall apply to Contractor.

2. Service Location

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including out-of-network facilities as applicable.

3. Service Hours

- A. {SMHS and DMC-ODS only} Services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.
- B. {DMC only} Services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

- A. The project representatives during the term of this Contract will be:

Department of Health Care Services Linda Dornseif, MPH, Chief Telephone: 916-224-8155 Email: linda.dornseif@dhcs.ca.gov	Los Angeles County Department of Mental Health Lisa H. Wong, Psy.D., Mental Health Director Telephone: 213-947-6670 Fax: None Email: lwong@dmh.lacounty.gov

Exhibit A
SCOPE OF WORK

- B. Direct all inquiries to:

Department of Health Care Services	Los Angeles County Department of Mental Health
Medi-Cal Behavioral Health Policy Division	Attention: Jennifer Hallman
Attention: Ivan Bhardwaj, Division Chief	Address: 510 S. Vermont Ave., 17th Floor
1501 Capitol Avenue, MS 2702	Los Angeles, CA 90020
Sacramento, CA, 95814	Telephone: 213-943-8289
Telephone: 916-842-8598	Fax: None
Email: ivan.bhardwaj@dhcs.ca.gov	Email: jhallman@dmh.lacounty.gov

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. General Authority

- A. {SMHS} This Contract is entered into in accordance with Welfare and Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and Contractor agree that this Contract meets that requirement for the County.
- B. {DMC-ODS} The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Contract to Medi-Cal members who reside within the Contractor's County borders. This Contract is an intergovernmental agreement between the State and Contractor by authority of chapter 3 (§ 11758.10 et seq.) of Part 1, Division 10.5 of the Health & Safety (H&S) Code and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. This Contract is entered into in accordance with Health and Safety Code section 11848.5, W&I Code sections 14021.51–14021.53, 14124.20– 14124.25, and 14184.100 et seq., and Behavioral Health Information Notice (BHIN) 23-001 (including any successor BHIN).

Exhibit A
SCOPE OF WORK

- C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of providing DMC services in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.
- D. {SMHS and DMC-ODS} Federal PIHP Requirements.
- 1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to county behavioral health programs under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.
 - 2) The Centers for Medicare and Medicaid Services (CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of services as a PIHP, in accordance with 42 C.F.R. part 438.3(a).
- E. All Exhibits, Attachments, and Sections in this Contract apply to the delivery of all covered services identified in Exhibit A, Scope of Work, Section 1, except as otherwise indicated in this Contract.
- F. Where a requirement in this Contract applies to more than one service type or delivery system, but is followed by a legal citation that only applies to one service type or delivery system (i.e. SMHS, DMC-ODS, or DMC), the legal citation does not limit application of the corresponding contracting requirements to one service type or delivery system.
- G. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.
- H. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

Exhibit A
SCOPE OF WORK

- I. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

7. Services to be Performed; Contract Performance

- A. See the Attachments to Exhibit A for a detailed description of the services to be performed.
- B. Contractor must maintain the necessary organization and level of staffing to implement and operate this Contract. Contractor must ensure the following:
- 1) Contractor has an accountable Board of Supervisors or county Behavioral Health Director;
 - 2) Compliance with this Contract is a high priority and that Contractor is committed to supplying any necessary resources to assure full performance of the Contract;
 - 3) [Reserved]
 - 4) Adequate staffing in medical and other health services, fiscal and administrative capacity sufficient to effectively conduct Contractor's business; and
 - 5) Written procedures are developed and maintained for conducting Contractor's business, including the provision of health care services, in compliance with federal and State Medicaid law.

Exhibit A
SCOPE OF WORK

8. Loss of Federal Authority

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A
SCOPE OF WORK

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

- A. The Contractor shall comply with the provisions of the Contractor's Implementation Plan for the [SMHS program and/or the DMC-ODS program] as approved by the Department; provided, however, that the requirements of this Contract, applicable law, or Department guidance shall control to the extent there is any conflict between these authorities and the Contractor's Implementation Plan. The Contractor shall obtain written approval by the Department prior to making any changes to either Implementation Plan as approved by the Department.
- B. If the Contractor is implementing DMC-ODS for the first time, or if Contractor will provide or arrange for the provision of covered benefits to new eligibility groups in either the SMHS program or DMC-ODS program, then the Contractor shall develop an Implementation Plan for the applicable program that is consistent with the readiness review requirements set forth in 42 C.F.R. part 438.66(d)(4), and, as applicable, state requirements such as Cal. Code Regs. (hereafter C.C.R.), tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1) & (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan.

2. Prohibited Affiliations

- A. The Contractor shall not knowingly have any prohibited type of relationship, as described in subsection C, with individuals or entities listed below. The Contractor shall further require that its subcontractors and contracted providers abide by this requirement.
 - 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

Exhibit A – Attachment 1

{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

- C. The Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity.
 - 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - 2) A subcontractor of the Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
 - 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - 4) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
- D. The Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in Subsections A and B for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- E. The Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
- F. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this Contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this Contract to subcontractors or contracted providers, if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this Contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Contract with the Department, notwithstanding any relationship(s) that the Contractor may have with any subcontractor or contracted provider. (42 C.F.R. § 438.230(b)(1).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

4. Subcontracts and Provider Contracts

- A. This provision is a supplement to Section 5 (Subcontract Requirements) in Exhibit D which is attached hereto as part of this Contract.
 - 1) Pursuant to Exhibit D, Section 5.d, the Department hereby, and until further notice, waives its right to prior review and approval of subcontracts or provider contracts, including existing subcontracts or provider contracts. The Department does not waive its right to review subcontracts or provider contracts for any other purpose outlined in this Contract.
- B. No subcontract or provider contract terminates the legal responsibility of the Contractor to the Department to assure compliance with all terms and conditions of this Contract. (42 C.F.R. § 438.230(b).)
- C. All subcontracts shall be in writing.
- D. All provider contracts for inpatient and residential services shall require that contracted providers maintain necessary licensing, certification and mental health program approvals, as applicable.
- E. Each subcontract and provider contract shall contain:
 - 1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)
 - 2) The subcontractor's and contracted provider agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)
 - 3) Subcontractor's and contracted provider's agreement to submit reports as required by the Contractor and/or the Department.
 - 4) The method and amount of compensation or other consideration to be received by the subcontractor or contracted provider from the Contractor.
 - 5) The requirement that the subcontract or provider contract be governed by, and construed in accordance with, all laws and regulations and all contractual obligations of the Contractor under this Contract, including the federal and state requirements listed in Exhibit E, Section 6.

Exhibit A – Attachment 1

{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

- 6) Requirement that the subcontractor or contracted provider comply with all applicable Medicaid laws, regulations, sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
- 7) Beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract or provider contract.
- 8) Provisions for full and partial revocation of the subcontract or provider contract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor or contracted provider has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)
- 9) The nondiscrimination and compliance provisions of this Contract, including the nondiscrimination provisions at Exhibit E, Section 4.C, and any other provisions specifically identified in this Contract as applying to subcontractors or contracted providers.
- 10) A requirement that the subcontractor or contracted provider make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, U.S. Department of Health and Human Services (hereafter HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the Contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor or the contracted provider at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's or contracted provider's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) A requirement that the subcontractor or contracted provider maintain books and records of its work pursuant to its subcontract or provider contract, in accordance with Exhibit E, Section 5.A.
- 12) A requirement that the Contractor monitor the subcontractor's or contracted provider's compliance with the provisions of the subcontract or provider contract and this Contract and a

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

requirement that the subcontractor or contracted provider provide a corrective action plan if deficiencies are identified, including as described in Exhibit A, Attachment 13, Section 9.

- 13) Subcontractor's or contracted provider's agreement to hold harmless both the State and members in the event the Contractor cannot or does not pay for services performed by the subcontractor or contracted provider pursuant to the subcontract or provider contract.
 - 14) Subcontractor's or contracted provider's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract or provider contract.
 - 15) Subcontractor's or contracted provider's agreement that assignment or delegation of the subcontract or provider contract shall be void unless prior written approval is obtained from the Contractor.
 - 16) The requirement that any person to whom duties in the subcontract or provider contract are assigned or delegated shall comply with the requirements of this section 4.
- F. The Contractor shall require that subcontractors and contracted providers under a contractual, referral, or other arrangement with the Contractor not bill members for covered services in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. § 1396u-2(b)(6)(C)).)
- G. {DMC-ODS PHC Model only}
- 1) PHC is the Contractor's sole subcontractor under this Contract.
 - 2) If Contractor's subcontract with PHC is terminated, the Contractor shall notify the Department within two business days. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

5. Accreditation Status

- A. The Contractor is not required to obtain accreditation by a private independent accrediting entity. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

- B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
- 1) Its accreditation status, survey type, and level (as applicable);
 - 2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 - 3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

- A. The Contractor shall comply with the conflict-of-interest safeguards described in:
- 1) 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).); and
 - 2) The California Political Reform Act, including Public Contract Code section 10365.5 and Government Code section 1090.
- B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)
- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; 2 C.C.R. § 18704; 42 C.F.R. § 438.3(f)(2).)
- 1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (2 C.C.R. § 18707; 42 C.F.R. § 438.3(f)(2).)
 - 2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, 2 C.C.R. § 18707(a); 42 C.F.R. § 438.3(f)(2).)

Exhibit A – Attachment 1

{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

- D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Contract Code § 10410; 42 C.F.R. § 438.3(f)(2).)
- 1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.
- E. Additional Requirements.
- 1) DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
 - 2) Conflicts of interest include, but are not limited to:
 - i. An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
 - ii. An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
 - 3) If DHCS is or becomes aware of a known or suspected conflict of interest, DHCS will notify the Contractor of the known or suspected conflict and the Contractor will be given an opportunity to respond to or resolve the alleged conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification to provide DHCS with complete information regarding the suspected conflict. If a conflict of interest is determined to exist

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

7. Documentation Standards

- A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department, including in BHIN 23-068 and any subsequent guidance.
- B. In the event of a conflict between the terms of this Contract relating to documentation standards and a state or federal statute or regulation, or a BHIN issued by DHCS, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

8. Laboratory Testing Requirements

- A. 42 C.F.R. part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). A laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
 - 1) Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for provider-performed microscopy procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or
 - 2) Is CLIA-exempt.
- B. These rules do not apply to components or functions of:
 - 1) Any facility or component of a facility that only performs testing for forensic purposes.
 - 2) Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.
 - 3) Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

Exhibit A – Attachment 1

{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

- C. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 C.F.R. section 493, except that the Secretary may modify the application of such requirements as appropriate.

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Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1. Criteria for Members to Access Specialty Mental Health Services

The Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below. The Contractor shall ensure that these access criteria are accurately reflected in its manuals and other materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services. (BHIN 21-073.)

A. Criteria for Adult Members to Access the SMHS Delivery System

For members 21 years of age or older, the Contractor shall provide covered SMHS for members who meet both of the following criteria, (1) and (2) below:

- 1) The member has one or both of the following:
 - i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities; and/or
 - ii. A reasonable probability of significant deterioration in an important area of life functioning,

AND

- 2) The member's condition as described in paragraph (1) is due to either of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems; or
 - ii. A suspected mental disorder that has not yet been diagnosed.

(W&I Code § 14814.402, subd. (c).)

B. Criteria for Members under Age 21 to Access the SMHS Delivery System

For enrolled members under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code. Covered SMHS shall be provided to enrolled members who meet either of the following criteria:

- 1) The member has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma

**Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES**

screening tool approved by the Department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness;

OR

2) The member meets both of the following requirements in i and ii below:

- i. The member has at least one of the following:
 - a. A significant impairment;
 - b. A reasonable probability of significant deterioration in an important area of life functioning;
 - c. A reasonable probability of not progressing developmentally as appropriate; or
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide,

AND

- ii. The member's condition as described in subparagraph (A) is due to one of the following:
 - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems;
 - b. A suspected mental health disorder that has not yet been diagnosed; or
 - c. Significant trauma placing the member at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

(W&I Code § 14184.402, subd. (d).)

2. Provision of Services

- A. For each member who meets the SMHS access criteria, as defined above, the Contractor shall provide or arrange, and pay for, the SMHS listed below that are medically necessary (as defined in Exhibit E, Attachment

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1), and clinically appropriate to address that member's presenting condition, including services for a member who is under the age of 21 consistent with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements. Contractor is obligated to cover all mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services (NSMHS), as established in W&I Code section 14184.402(b), that are medically necessary EPSDT services for members under the age of 21 who meet SMHS access criteria. Covered services shall be provided in accordance with this Contract, the California Medicaid State Plan, the applicable statutes and regulations (including 9 C.C.R. §§ 1810.345, 1810.350 and 1810.405, and 42 C.F.R. § 438.210), and any relevant information notices issued by the Department. See Exhibit E, Attachment 2 for detailed definitions of the SMHS listed below:

- 1) Mental Health Services;
- 2) Medication Support Services;
- 3) Day Treatment Intensive;
- 4) Day Rehabilitation;
- 5) Crisis Intervention;
- 6) Crisis Stabilization;
- 7) Adult Residential Treatment Services;
- 8) Crisis Residential Treatment Services;
- 9) Psychiatric Health Facility Services;
- 10) Intensive Care Coordination (for members under the age of 21);
- 11) Intensive Home Based Services (for members under the age of 21);
- 12) Therapeutic Behavioral Services (for members under the age of 21);
- 13) Therapeutic Foster Care (for members under the age of 21);
- 14) Psychiatric Inpatient Hospital Services;
- 15) Targeted Case Management;
- 16) Peer Support Services (if the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 2B); and

**Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES**

- 17) For members under the age of 21, the Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code (W&I Code § 14184.402 (d)).
 - 18) Community-Based Mobile Crisis Intervention Services (also referred to as “Mobile Crisis Services”) (W&I Code § 14132.57, BHIN 23-025).
- B. Medi-Cal Managed Care Plan members receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency – for which members receive medical/surgical benefits, in compliance with 42 C.F.R. section 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient SMHS, as provided for in this Contract and as required pursuant to section 1396d(r) of title 42 of the United States Code. Prescription drug and emergency benefits are provided through other delivery systems.

3. Requirements for Emergency and Post-Stabilization Services

- A. Emergency and post-stabilization services described in 42 C.F.R. section 438.114 provided in a hospital emergency department are not SMHS covered by Contractor. Emergency and post-stabilization services provided in a hospital emergency department for Medi-Cal members are covered by Medi-Cal Managed Care Plans or through fee-for-service. Medi-Cal Managed Care Plans cover and pay for medically necessary emergency and post stabilization services provided in a hospital emergency department including the following:
- 1) Emergency room professional services as described in 22 C.C.R. section 53855. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the member.
 - 2) Facility charges claimed by emergency departments (All Plan Letter (APL) 22-005, BHIN 22-011) for emergency room visits;
 - 3) Post-Stabilization services as defined in 42 C.F.R. section 438.114(a).
- B. Contractor shall comply with BHIN 22-017, BHIN 22-011, and any subsequent Departmental guidance, pertaining to authorization requirements for inpatient psychiatric services and payment responsibilities for services provided to individuals experiencing a

**Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES**

psychiatric emergency medical condition, as defined in Health and Safety Code section 1317.1, in a hospital or psychiatric health facility inpatient setting.

4. Requirements for Day Treatment Intensive and Day Rehabilitation

- A. The Contractor shall require contracted providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with BHIN 22-016 and any subsequent departmental notices.
- B. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation meet the applicable requirements of 9 C.C.R. §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.
- C. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation programs include in the services provided one or more of the following service components: assessment, treatment planning, therapy, psychosocial rehabilitation. Both programs must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone.
- D. Staffing Requirements. Staffing ratios shall be consistent with the requirements in 9 C.C.R. § 1840.350, for day treatment intensive, and 9 C.C.R. tit. 9 § 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.
 - 1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).
 - 2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
 - 3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment

**Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES**

intensive or day rehabilitation activities are being performed exclusive of other activities.

- E. The Contractor shall ensure that the contracted provider receives Medi-Cal reimbursement only if the member is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the member's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- F. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 23-068.
- G. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult member, or one contact per month with the legally responsible adult for a member who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult members may decline this service component. The contacts should focus on the role of the support person in supporting the member's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- H. Written Program Description. The Contractor shall ensure that all contracted Day treatment intensive programs and day rehabilitation programs have a written program description. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review and approve or deny the written program description for compliance with this section. The Contractor shall not authorize a day treatment intensive or day rehabilitation provider to provide services until the Contractor approves the written program description.
- I. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
 - 1) A half day shall be billed for each day in which the member receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

**Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES**

- 2) A full day shall be billed for each day in which the member receives face-to-face services in a program with services available more than four hours per day.
- 3) Although the member must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the member.
- 4) The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not include these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

5. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are SMHS covered as EPSDT. (9 C.C.R. § 1810.215.) TBS are intensive, one-to-one services designed to help members and their parents/caregivers manage specific behaviors using short-term measurable goals based on the member's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A – Attachment 2B
{SMHS only} PEER SUPPORT SERVICES

1. MEDI-CAL PEER SUPPORT SERVICES

- A. The Contractor has taken the option to implement SMHS Medi-Cal Peer Support Services.
- B. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal members. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan and applicable DHCS BHINs.
- C. Contractor's implementation of a Medi-Cal Peer Support Specialist Certification Program shall conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 25-010 and to the requirements in any subsequent BHINs issued by the Department pursuant to W&I Code section 14045.21.
- D. Voluntary Participation and Funding
 - 1) The Contractor shall fund the nonfederal share of any applicable expenditures. (W&I Code § 14045.19(b)(2)) The Contractor's provision of Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not constitute a mandate of a new program or higher level of service that has an overall effect of increasing the costs mandated by the 2011 realignment legislation. (W&I Code § 14045.19(b)(3))
- E. Provision of Peer Support Services
 - 1) Peer Support Services may be provided face-to-face, by telephone or by telehealth with the member or significant support person(s) and may be provided in a clinical or non-clinical setting.
- F. Peer Support Specialists
 - 1) Contractor shall ensure that Peer Support Services are provided by certified Peer Support Specialists as established in BHIN 25-010.
- G. Behavioral Health Professional and Peer Support Specialist Supervisors
 - 1) The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.
 - 2) A Behavioral Health Professional must be licensed, waived, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of SMHS, DMC-ODS, or DMC.

Exhibit A – Attachment 2B
{SMHS only} PEER SUPPORT SERVICES

- 3) Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 25-010.

H. Practice Guidelines

- 1) Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, *What are Peer Recovery Support Services?* HHS Publication No. (SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services), which may be accessed electronically through the following Internet World Wide Web connection:
www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services.

I. Contractor shall oversee and enforce the certification standards and requirements set forth in W&I Code, division 9, part 3, chapter 7, article 1.4 (§ 14045.10 et seq.) and departmental guidance, including BHIN 25-010. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

- 1) Submits to the department a peer support specialist program plan in accordance with BHIN 25-010 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.
- 2) Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.
- 3) Submits annual peer support specialist program reports to the department in accordance with BHIN 25-010. Reports shall cover the fiscal year and shall be submitted by the following December 31st.

Exhibit A – Attachment 2C
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Exhibit A – Attachment 2D
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Exhibit A – Attachment 2E
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**Exhibit A – Attachment 2F
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**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

1. {SMHS and DMC-ODS only} Provider Compensation

The Department shall ensure that no payment is made to a contracted provider other than by the Contractor for services covered under this Contract except when these payments are specifically required to be made by the Department in Title XIX of the Act or in 42 C.F.R. chapter IV. (42 C.F.R. § 438.60.)

2. Payments for American Indian and Alaska Native Health Care Providers (IHCPs)

- A. Claims from IHCPs must be paid in accordance with the timeliness requirements in 42 C.F.R. sections 438.14(b)(2)(iii), 447.45, and 447.46 as applicable.
- B. The Contractor shall pay IHCPs at rates consistent with the requirements of 42 C.F.R. section 438.14(b)(2) and (c) and the State Plan, and as set forth in Department guidance, including BHINs 22-020 (SMHS), 22-053 (DMC-ODS), and 23-027 (DMC), as applicable, and any subsequent information notices.
 - 1) Department guidance specifies payment parameters for different types of IHCPs, including: Tribal 638 providers enrolled in Medi-Cal as Indian Health Services-Memorandum of Agreement (IHS/MOA) providers; Indian Health Service (IHS) facilities; Tribal federally qualified health centers (FQHCs); IHCPs that are enrolled as FQHCs, but not as Tribal FQHCs; and Urban Indian Organizations (UIOs).
 - 2) These payment parameters apply to all covered services provided by IHCPs to the Contractor's members. The Contractor is not obligated to contract with IHCPs for services provided to non-AI/AN members, but if the Contractor chooses to contract with an IHCP for the care of non-AI/AN members, the payment provisions in this section apply to services for those non-AI/AN members.
- C. {SMHS and DMC-ODS only} To initiate payment, Contractor shall require IHCPs to submit claims in accordance with Contractor's claiming requirements. The rate on the AI submitted claim shall reflect the rate the IHCP should be paid for the service in accordance with the authorities cited in Exhibit A, Attachment 3, Section 2.B. However, if the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the authorities cited in Exhibit A, Attachment 3, Section 2.B.

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

3. {SMHS and DMC-ODS only} Prohibited Payments

- A. Federal financial participation (FFP) is not available for any payment amount for services furnished by an excluded individual or entity, or at the direction of a physician during the period such physician is excluded when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)
- B. In accordance with 42 U.S.C. § 1396b (i), the Contractor is prohibited from paying for an item or service:
 - 1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to §1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42.
 - 2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or pursuant to section 1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42 and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - 3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
 - 4) With respect to any services or activities furnished for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. [Reserved]

5. {SMHS and DMC-ODS only} Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

6. {SMHS and DMC-ODS only} Recovery of Overpayments

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, including requiring the network provider to provide written notification of the reason for the overpayment to the Contractor. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).) The Contractor shall annually report to the Department on their recoveries of overpayments. (42 C.F.R. §§ 438.604(a)(7) and 438.608(d).)

7. {SMHS and DMC-ODS only} Physician Incentive Plans

- A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a contracted provider (9 C.C.R. § 1810.438(h).).
 - 1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. sections 422.208 and 422.210.
 - 2) Contractor shall not make payment, directly or indirectly, to a physician or physician group as an inducement to reduce or limit

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

medically necessary services furnished to a member. (42 C.F.R. § 422.208(c)(1).)

- 3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection for the physician or physician group and conduct annual member surveys. (42 C.F.R. § 422.208(c)(2).)
- 4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid member upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

1. {SMHS and DMC-ODS only} Health Information Systems

- A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); 9 C.C.R. § 1810.376). The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a)). The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of § 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1)).
- B. The Contractor's health information system shall, at a minimum:
 - 1) Collect data on member and provider characteristics as specified by the Department, and on services furnished to members as specified by the Department; (42 C.F.R. § 438.242(b)(2)).
 - 2) Ensure that data received from providers is accurate and complete by:
 - i. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating; (42 C.F.R. § 438.242(b)(3)(i)).
 - ii. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii)).
 - iii. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii)).
 - 3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4)).
- C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (9 C.C.R. § 1810.376(c)).

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department in connection with submitting claims, or otherwise at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2)). The Contractor shall ensure collection and maintenance of sufficient member encounter data to identify the provider who delivers service(s) to the member. (42 C.F.R. § 438.242(c)(1)). The Contractor shall submit all member encounter data that the Department is

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

required to report to CMS under 42 C.F.R. § 438.818. (42 C.F.R. § 438.242(c)(3)). The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4)).

**3. {SMHS and DMC-ODS only} Interoperability Rule Patient Access
Application Programming Interface**

In compliance with the terms of BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API, as discussed in Exhibit A, Attachment 11, Section 5, that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, 438.10, and 438.242).

4. MEDSLITE Access

The Contractor shall perform the following:

- A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.
- B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Contract. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

- C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Contract. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.
- D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged with DHCS.
- E. During the term of this Contract, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Exhibit F, Section 17.
- F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Contract and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Contract.

5. ICD-10

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), or current edition, as the clinical tool to make diagnostic determinations.
- B. Once a DSM-5 diagnosis is determined for a mental health disorder and/or a substance-related and addictive disorder, the Contractor shall determine the corresponding diagnosis in the ICD-10-CM, or current edition.
- C. The Contractor shall use the ICD-10-CM diagnosis code(s), or current edition, to submit a claim for covered services to receive reimbursement of FFP.

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

6. HIPAA and Additional Data Standards

- A. If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (HIPAA), Contractor shall perform the work in compliance with all applicable provisions of HIPAA.
- 1) Service claims shall be submitted electronically in a HIPAA-compliant format (837P or 837I). All adjudicated claim information shall be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
 - 2) As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.
- B. Trading Partner Requirements
- 1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (a)).
 - 2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (b)).
 - 3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 C.F.R. § 162.915 (c)).
 - 4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 C.F.R. § 162.915 (d)).
- C. Concurrence for Test Modifications to HHS Transaction Standards
- 1) Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it shall participate in such test modifications.

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

D. Adequate Testing

- 1) Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

E. Deficiencies

- 1) The Contractor agrees to cure transactions, errors, or deficiencies identified by DHCS, and transactions, errors, or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

F. Code Set Retention

- 1) Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

G. Data Transmission Log

- 1) Both DHCS and the Contractor shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Contract. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than 24 months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

- A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the covered services it furnishes to Medi-Cal members, including quality management. (42 C.F.R. § 438.330(a)(1).)
 - 1) {Integrated Contracts (DMC-ODS counties)} The Contractor's QAPI Program shall address both SMHS and DMC-ODS services, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.
 - 2) {Integrated Contracts (DMC counties)} The Contractor's QAPI Program shall address SMHS, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs. The Contractor is encouraged, but not required, to implement an integrated QAPI Program that includes attention to all DMC services furnished outside the SMHS PIHP, in addition to the required QAPI activities described in this Attachment 5.
- B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary. (42 C.F.R. § 438.330(e)(2); 9 C.C.R. § 1810.440(a)(6).)
- D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. (42 C.F.R. § 438.330(a)(2).)
 - 1) The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330(b)(2), (c)(2).)
 - 2) The monitoring of accessibility of services outlined in the Quality Improvement (QI) Work Plan will at a minimum include:
 - i. Timeliness of first initial contact to face-to-face appointment or synchronous video or audio-only interaction, consistent

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

with BHIN 23-018 or any subsequent Departmental guidance.

- ii. Frequency of follow-up appointments.
 - iii. Timeliness of services of the first dose of NTP services (*not applicable to SMHS*).
 - iv. Access to after-hours care.
 - v. Responsiveness of the member access line.
 - vi. Strategies to reduce avoidable hospitalizations.
 - vii. Coordination of physical, mental health, and SUD services at the provider level.
 - viii. Assessment of the members' experiences.
 - ix. Telephone access line and services in the prevalent non-English languages.
- 3) With respect to the data elements required for External Quality Review (EQR), as described under Exhibit A, Attachment 5, Section 4, below, the Contractor's QI Committee (as defined below) shall review those data at a minimum on a quarterly basis since EQR site reviews will begin after county implementation.
- E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, member and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member grievances.
- F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)
- G. The Contractor shall implement mechanisms to assess member/family satisfaction. The Contractor shall assess member/family satisfaction by:
- 1) Surveying member/family satisfaction with the Contractor's services at least annually;
 - 2) Evaluating member grievances, appeals and State Hearings at least annually; and
 - 3) Evaluating requests to change persons providing services at least annually.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

- H. The Contractor shall inform providers of the results of member/family satisfaction activities described in paragraph G.
- I. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- J. The Contractor shall implement mechanisms to address meaningful clinical issues affecting members system-wide.
- K. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.
- L. The Contractor's QAPI Program shall include Performance Improvement Projects (PIPs) as specified in Exhibit A, Attachment 5, Section 5 below.
- M. The Contractor shall ensure continuity and coordination of care with other managed care plans and medical providers. The Contractor shall coordinate with other human services agencies used by its members. The Contractor shall assess the effectiveness of any Memorandum of Understanding (MOU) with a managed care plan pursuant to Exhibit A, Attachment 10 Section 3 of this Contract.

2. Quality Improvement (QI) Work Plan

- A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current Contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:
 - 1) Evidence of the monitoring activities including:
 - i. Maintaining, and reviewing member grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records reviews as required by 9 C.C.R. section 1810.440(a)(5) and 42 C.F.R. section 438.416(a) and under this Contract; and
 - ii. Performance measurement data monitoring the accessibility of services, as specified above in Exhibit A, Attachment 5, Section 1.D.2;
 - 2) Evidence that QI activities, including PIPs, have contributed to meaningful improvement in clinical care and member service;

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

- 3) A description of completed and in-process QI activities, including PIPs. The description shall include:
 - i. Monitoring efforts for previously identified issues, including tracking issues over time;
 - ii. Objectives, scope, and planned QI activities for each year; and,
 - iii. Targeted areas of improvement or change in service delivery or program design.
 - 4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area (including the requirements defined under Exhibit A, Attachment 8, Section 2.B);
 - 5) Evidence of compliance with the requirements for cultural competence and language and format, as specified in Exhibit A, Attachment 7, Section 2, and Exhibit A, Attachment 11, Section 3;
 - 6) {Standalone DMC-ODS Contracts Only} For SFY 2026-27, a description of how the Contractor will integrate its SMHS and DMC-ODS QI Work Plans beginning January 1, 2027, pursuant to Behavioral Health Administrative Integration.
- B. The Contractor will submit its QI Work Plan to DHCS upon request, including in connection with any reporting under the Behavioral Health Services Act.

3. Quality Improvement (QI) Committee and Program

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its members.
- B. The Contractor shall establish a QI Committee to review the quality of covered services provided to members. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including PIPs; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.
- C. The QI Program shall be accountable to the Contractor's Director. (9 C.C.R. § 1810.440(a)(1).)

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

- D. Operation of the QI program shall include substantial involvement by a mental health LPHA and/or an SUD LPHA, as applicable for the services covered under the Contract. (9 C.C.R. § 1810.440(a)(4).)
- 1) {Integrated Contracts (DMC counties)} The Contractor's QI program must include substantial involvement by a mental health LPHA. The Contractor is encouraged, but not required, to include substantial involvement by an SUD LPHA.
- E. The Contractor's practitioners and providers, members who have accessed specialty mental health and/or SUD treatment services through the Contractor (as applicable for the covered services under this Contract), family members, legal representatives, or other persons similarly involved with members as described in 9 C.C.R. § 1810.440(a)(2)(A-C) shall be actively involved in the planning, design and execution of the QI Program.
- F. QI activities shall include:
- 1) Collecting and analyzing data—including the data identified in Sections 1 and 2 of this Attachment—to measure against the goals or prioritized areas of improvement that have been identified;
 - 2) Identifying opportunities for improvement and deciding which opportunities to pursue;
 - 3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;
 - 4) Obtaining input from providers, members and their family members in identifying barriers to delivery of clinical care and administrative services;
 - 5) Designing and implementing interventions for improving performance;
 - 6) Measuring effectiveness of the interventions; and
 - 7) Incorporating successful interventions into the Contractor's operations as appropriate.

4. External Quality Review

- A. The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320).

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

EQR shall include the minimum requirements of 42 C.F.R. § 438.358(b) and may be expanded to include additional activities as determined by DHCS, including those identified in 42 C.F.R. § 438.358(c).

- B. Among other data elements, the EQR protocol shall include review of (42 C.F.R. § 438.358):
- 1) Number of days to first service at appropriate level of care after referral.
 - 2) Existence of a 24/7 telephone access line with prevalent non-English language(s).
 - 3) Access to services with translation services in the prevalent non-English language(s).

5. Performance Improvement Projects

- A. The Contractor shall conduct a minimum of two PIPs per year, including any PIPs required by DHCS or CMS (42 C.F.R. § 438.330(a)). DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:
- 1) Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction; (42 C.F.R. § 438.330(d).)
 - 2) Include measurement of performance using objective quality indicators; (42 C.F.R. § 438.330(d)(2)(i).)
 - 3) Include implementation of interventions to achieve improvement in the access to and quality of care; (42 C.F.R. § 438.330(d)(2)(ii).)
 - 4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; (42 C.F.R. § 438.330(d)(2)(iii).) and,
 - 5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2)(iv).)
- B. The Contractor shall report the status and results of each PIP to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)
- C. Each PIP shall be completed in a reasonable time period so as to generally allow information on the success of PIPs in the aggregate to produce new information on quality of care annually. (42 C.F.R. § 438.330(d)(3).)

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

6. Practice Guidelines

- A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and 9 C.C.R. § 1810.326)
- B. Such guidelines shall meet the following requirements (42 C.F.R. § 438.236(b):
 - 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - 2) They consider the needs of the members;
 - 3) They are adopted in consultation with network providers; and
 - 4) They are reviewed and updated periodically as appropriate.
- C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to members and potential members. (42 C.F.R. § 438.236(c).)
- D. The Contractor shall take steps to assure that decisions for utilization management, member education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d).)

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY**

1. {SMHS and DMC-ODS only} Utilization Management

- A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that members have appropriate access to covered services as required in this Contract.
- B. The Utilization Management Program shall evaluate:
 - 1) that services are medically necessary in accordance with the definition of “medical necessity” in Exhibit E, Attachment 1;
 - 2) the appropriateness and efficiency of services provided to Medi-Cal members prospectively or retrospectively;
 - 3) {DMC-ODS only} that the ASAM Criteria shall be used to determine placement into the appropriate level of care for SUD services; and
 - 4) that the interventions are appropriate for the diagnosis and level of care.
- C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member. (42 C.F.R. § 438.210(e).)
- D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to covered services and for the purpose of utilization control, provided that:
 - 1) The services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(ii)(A).)
 - 2) The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered service solely because of diagnosis, type of illness, or condition of the member. (42 C.F.R. Section 438.210(a)(3)(ii)) The Contractor may deny services based on W&I Code §§ 14184.402, subdivisions (a), (c), and (d); 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(4)(i).)
 - 3) The Contractor shall not avoid costs for services covered under this Contract by referring members to other publicly supported health care resources.
 - 4) The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the member’s ongoing need for such services and supports.

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY**

- E. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care, including tracking:
- 1) The number of days to first covered service at an appropriate level of care following initial request or referral for all covered services;
 - 2) Whether a member was delayed access to care due to an insufficient number of providers able to provide services and, how long such a member was delayed access to care; and
 - 3) The number, percentage of denied, and timeliness of requests for authorization for all covered services that are submitted, processed, approved, and denied.
2. **{SMHS and DMC-ODS only} Service Authorization**
- A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with this Contract, as well as BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in covered benefits subsequent to the effective date of this Contract, and any applicable state and federal regulations. (42 C.F.R. §§ 438.210, 438.910(d).) The Contractor shall:
- 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).) The Contractor shall define service authorization request in a manner that at least includes a member's request for the provision of a service. (42 C.F.R. § 431.201.)
 - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
 - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the member's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)
 - 4) Notify the requesting provider and give the member written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)). The member's notice shall meet the requirements in Exhibit A Attachment 12, Section 1, and any applicable state and federal law.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

B. {SMHS only} Additional Service Authorization Requirements

- 1) Except as provided below, the Contractor shall comply with the authorization requirements and timeframes in BHINs 22-016 and 22-017 and any subsequent Departmental notices issued to address parity in mental health and SUD benefits, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)
- 2) For outpatient SMHS that are subject to prior authorization, the following timelines apply, notwithstanding BHIN 22-016:
 - i. The Contractor shall make a decision regarding a provider's request for prior authorization as expeditiously as the member's mental health condition requires, not to exceed five business days from Contractor's receipt of the information reasonably necessary and requested by the Contractor to make the determination, not to exceed the time limits below. This timeframe may not be extended.
 - a. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R. § 438.210(d)(1)(i)(A).)
 - b. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R. § 438.210(d)(1)(i)(B).)
 - ii. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. This timeframe may not be extended. (42 C.F.R. § 438.210(d)(2))
- 3) Among other requirements, the Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (BHIN 22-017; See 9 C.C.R. § 1820.200(d)).

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

- 4) {LA County only} LA County Exemption
- i. Pursuant to the exemption under Cal. Code Regs., tit. 9, § 1820.220(l)(5)(C), the Contractor may exempt hospitals from the requirements of Cal. Code Regs., tit. 9, § 1820.220(l)(5)(B) for beneficiaries who are inpatients of the hospital receiving administrative day services as defined in Cal. Code Regs., tit. 9, § 1810.202, if the hospital refers the beneficiary for consideration under the discharge process administered by the Los Angeles County Department of Mental Health's Managed Care Operations - Bed Management (MCO-Bed Management) and the MCO-Bed Management Program accepts the beneficiary for placement consideration under the process. The Contractor shall ensure that the discharge process includes the following components:
 - a. Documentation by the hospital of the hospital's referral to the MCO-Bed Management in the patient's chart.
 - b. Submission of any information on the patient's status to the MCO-Bed Management by the hospital.
 - c. An evaluation of the patient by the MCO-Bed Management that will assign the patient to the MCO-Bed Management waiting list if admission criteria are met or notify the hospital that assignment to the waiting list has been denied.
 - d. For patients who are assigned MCO-Bed Management waiting list status, documentation by the hospital in the patient's chart of the results of the hospital's weekly contacts with the MCO-Bed Management that include information on bed availability and waiting list status as reported to the hospital by the MCO-Bed Management.
 - e. When the patient is at the top of the waiting list, notification by the MCO-Bed Management to the hospital that placement has been authorized and the facilities to which the hospital may refer the patient.
 - f. Reasonable promptness by the hospital in discharging the patient to the facility that will be accepting the patient.

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY**

- ii. Consistent with the exemption provided in subsection i, when the MCO-Bed Management determines that a beneficiary referred by the hospital does not meet MCO-Bed Management admission criteria, the Contractor shall approve the hospital's MHP payment authorization request for administrative days from the date the hospital and the Contractor agree that acute psychiatric inpatient hospital services were no longer necessary for the beneficiary and that placement in an appropriate non-acute residential treatment facility was medically necessary for the beneficiary through the date that the MCO-Bed Management notified the hospital that the beneficiary did not meet the criteria for admission to the MCO-Bed Management. After the date of the notification, the Contractor shall require that the hospital comply with the provisions of Cal. Code Regs., tit. 9, § 1820.220(l)(5)(B) as a condition of continued authorization of administrative days.
 - C. The Contractor shall inform hospitals that participate in the MCO-Bed Management of the conditions included in this section and shall maintain a list of the participating hospitals and documentation that the information was provided.
 - D. {DMC-ODS only} Additional Service Authorization Requirements:
 - 1) The Contractor shall provide prior authorization for residential and inpatient services within 24 hours of the prior authorization request being submitted by the provider. (BHIN 24-001.)
 - 2) Prior authorization is prohibited for non-residential, non-inpatient DMC-ODS services. (BHIN 24-001.)
- 3. Parity in Mental Health and SUD Benefits**
- A. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.910(b), 438.920(a); BHIN 22-070.)
 - B. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.905(a), (b).)
 - C. The Contractor shall not impose non-quantitative treatment limitations for covered services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY**

policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

- D. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such documentation shall be subject to DHCS approval pursuant to paragraph C of this section.

Exhibit A – Attachment 7

{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

1. Member Eligibility & Enrollment

- A. Medi-Cal members in Contractor's county are automatically enrolled with Contractor for purposes of covered services. (1915(b) waiver, § A, part I, para. C, p. 31.)
- B. The Contractor shall be responsible for providing or arranging and paying for covered services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD services, as applicable. (9 C.C.R. § 1810.228.)
 - 1) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)
 - 2) The Contractor or its contracted provider shall verify the Medicaid eligibility determination of an individual. When the contracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services.
- C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD treatment services. (42 C.F.R. § 438.3(d)(3).)
- D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS or SUD treatment services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of any of these protected traits. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. Cultural Competence

- A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

Exhibit A – Attachment 7

{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

- B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan, which shall be submitted to and approved by the Department in accordance with applicable Department guidance.
- 1) {Integrated Contracts (DMC-ODS and DMC counties)} Members with Co-Occurring Behavioral Health Needs
 - i. {Integrated Contracts (DMC-ODS counties)} The Contractor shall develop a single Cultural Competence Plan that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.
 - ii. {Integrated Contracts (DMC counties)} The Contractor's Cultural Competence Plan shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.
 - a. The Contractor is encouraged, but not required, to develop an integrated Cultural Competence Plan that addresses individuals with SUD needs to the same extent as individuals with SMHS needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.
 - 2) The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (9 C.C.R. § 1810.410, subds. (c)-(d).)
 - 3) The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to 9 C.C.R. section 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.
- C. The Contractor shall ensure that its contracted providers are responsible to provide culturally competent services.
- 1) Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the

Exhibit A – Attachment 7**{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES**

organizational structure, as well as being upheld in day-to-day operations.

- 2) To ensure equal access to quality care by diverse populations, each contracted provider receiving funds under this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 C.F.R. section 438.206(c)(2).

3. Out-of-Network Services

A. If the Contractor's provider network is unable to provide medically necessary covered services to a particular member within the time, distance, and timely access standards under this Contract, the Contractor shall allow the member to access the services and adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them and in accordance with state and federal law, this Contract, and Department information notices, including BHIN 21-008, and any subsequent notices. (42 C.F.R. § 438.206(b)(4).)

- 1) {SMHS only} The Contractor shall comply with the requirements of 9 CCR section 1830.220 regarding providing members access to out-of-network providers when a provider is available in Contractor's network.
- 2) {DMC-ODS only} Additional requirement for DMC-ODS residential services. The requirements in paragraph A apply with respect to each ASAM level of care that is covered by Contractor and medically necessary for a given member.

B. In cases where an out-of-network provider is not available within the time and distance standards (BHIN 24-020; BHIN 22-031; BHIN 21-008):

- 1) Contractor shall arrange for telehealth with an out-of-network provider consistent with BHIN 23-018, or shall coordinate transportation to an in-person visit if telehealth is clinically inappropriate or if the member requests an in-person visit. Contractor shall coordinate transportation with member's Managed Care Plan (MCP) or, for members not enrolled with an MCP, with DHCS by contacting DHCSNMT@dhcs.ca.gov.
- 2) Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.

C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must

Exhibit A – Attachment 7**{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES**

ensure that the cost to the member for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with 9 C.C.R. section 1810.365. (42 C.F.R. § 438.206(b)(5).)

- D. [Reserved]
- E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with parity requirements in 42 C.F.R. section 438.910(d)(3), including as described in Exhibit A, Attachment 6, Section 3.

4. {SMHS only} Foster Children Placed Out-of-County

The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in accordance with W&I Code sections 14717.1 and 14717.2 and pursuant to Department information notices. The Contractor shall follow Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 24-025, and any subsequent guidance or standardized templates that the Contractor may use or adapt to the Contractor's needs.

5. {SMHS only} Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

- A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)
- B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting

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treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)

- C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract.
- D. The Contractor shall comply with timelines specified in 9 C.C.R. § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. American Indian and Alaska Native (AI/AN) Members

- A. Choice of provider. The Contractor shall permit AI/AN members to obtain covered services from certified IHCPs, including out-of-network IHCPs. (42 C.F.R. § 438.14(b)(4); BHINs 22-020 (SMHS) and 22-053 (DMC-ODS).)
 - 1) The Contractor shall permit an out-of-network IHCP to refer an Indian member to a network provider. (42 C.F.R. § 438.14(b)(6).)
 - 2) The Contractor is not obligated to pay for services provided to non-AI/AN members by out-of-network IHCPs.
- B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the Contract from such providers for AI/AN members who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county, in accordance with the Department's latest guidance on network adequacy certifications. (BHINs 22-020 and 22-053.)

7. Choice of Provider

The Contractor shall provide each member a choice of the person providing services to the extent possible and appropriate. (42 C.F.R. § 438.3(l); Cal. Code Regs., tit. 9, § 1830.225).

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8. 24/7 Access Line

A. 24/7 Access Line Services

- 1) {Integrated Contracts (DMC-ODS or DMC)} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to SMHS and/or SUD services. The Contractor must maintain and publicize a single telephone number that supports access to both SMHS and DMC-ODS services.
- 2) {Standalone SMHS or DMC-ODS} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to covered services.

B. The Contractor shall publish information about the access line on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.

C. The Contractor's access line shall provide oral and audio-logical (TTY/TDY) translations in the member's primary language.

D. The access line shall provide 24/7 referrals to services for urgent conditions and medical emergencies.

9. Second Opinions

A. The Contractor shall provide second opinions from a network provider, or arrange for the member to obtain a second opinion outside the network, at no cost to the member. (42 C.F.R § 438.206(b)(3).)

B. At the request of a member, when the Contractor or its network provider has determined that the member is not entitled to SMHS due to not meeting the criteria for access to SMHS, the Contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse).

10. Minor Consent

A. Minors who are 12 years of age or older do not need parent, legal guardian, or Authorized Representative consent to access medical care and counseling relating to the diagnosis and treatment of a drug- or alcohol-related problem, with the exception of replacement narcotic therapy, pursuant to Family Code section 6929.

B. A minor who is 16 years of age or older does not need parent, legal guardian, or Authorized Representative consent to receive medications for opioid use disorder from a licensed narcotic treatment program as

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replacement narcotic therapy pursuant to Family Code section 6929, only if, and to the extent that, it is permitted by federal law.

- C. A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services, subject to the parameters in Family Code section 6924 and BHIN 24-046.
- D. Contractor must ensure access to the minor consent services described above without requiring prior authorization, from any contracted provider if the member is otherwise eligible to receive such services and the provider is otherwise eligible and certified to provide them.
- E. Contractor must ensure members are informed of the availability of these services, including informing the minor whether or not they may consent on their own behalf.

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PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1. {SMHS and/or DMC-ODS only} Provider Enrollment and Screening

- A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. § 438.608(b).) This provision does not require the network provider to render services to Medi-Cal Fee-for-Service members.
- B. {SMHS only} The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected members. (42 C.F.R. § 438.602(b)(2).)
- C. {DMC-ODS only} The Contractor shall contract only with providers that, prior to the furnishing of services under this Contract, have enrolled with, or revalidated their current enrollment with, DHCS as a DMC-certified provider under applicable federal and state regulations.

2. Assessment of Capacity

- A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its members. This includes monitoring the number, type, and geographic distribution of mental health and SUD services within the Contractor's delivery system.
- B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number (as described in Exhibit A, Attachment 7, Section 8), timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.
 - 1) Subject to DHCS provider enrollment and certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services. Such services shall not be limited due to budgetary constraints.
 - 2) When a member makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness in accordance with the timely access standards defined below in Section 4. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

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- C. {SMHS and DMC-ODS only} The Contractor shall ensure that in planning for the provision of covered services, the following barriers to services are considered and addressed:
- 1) Lack of educational materials or other resources for the provision of services.
 - 2) Geographic isolation and transportation needs of persons seeking services or remoteness of services.
 - 3) Institutional, cultural, and/or ethnicity barriers.
 - 4) Language differences.
 - 5) Lack of service advocates.
 - 6) Failure to survey or otherwise identify the barriers to service accessibility.
 - 7) Needs of persons with a disability.

3. {SMHS and DMC-ODS only} Network Adequacy

- A. The Contractor shall ensure that all services covered under this Contract are available and accessible to members in a timely manner and without utilizing waitlists. (42 C.F.R. § 438.206(a)).
- B. The Contractor shall maintain and monitor a network of appropriate providers that is supported by written agreements and that is sufficient to provide adequate access to all services covered under this Contract for all members, including those with limited English proficiency or physical or mental disabilities. (42 C.F.R. § 438.206(b)(1).) In establishing and monitoring the network, the Contractor shall document the following:
- 1) The anticipated number of Medi-Cal eligible members.
 - 2) The expected utilization of services, taking into account the characteristics of mental health and SUD treatment needs of members.
 - 3) The expected number and types of providers in terms of training and experience needed to meet expected utilization.
 - 4) The number of network providers who are not accepting new members.
 - 5) The geographic location of providers and their accessibility to members, considering distance, travel time, means of

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transportation ordinarily used by Medi-Cal members, and physical access for disabled members.

- C. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- D. The Contractor shall adhere to, in all geographic areas within the county, the network adequacy standards for adult and pediatric mental health and SUD providers developed by the Department to implement 42 C.F.R. sections 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in state law (including W&I Code § 14197) and the Department's current guidance regarding network adequacy certifications. (42 C.F.R. § 438.68(a), (b)(1)(iii) and (b)(3), 438.206(a); W&I Code § 14197.)
- E. If Contractor cannot meet the time or distance standards in W&I Code section 14197, subdivisions (b) or (c), Contractor shall submit to the Department a request for Alternate Access Standards. (W&I Code § 14197, subd. (f)(3).) The Department will evaluate requests and grant appropriate exceptions as specified in the Department's current guidance regarding network adequacy certifications. (42 C.F.R. §§ 438.68(a) & (d), 438.206(a); W&I Code § 14197(f).)

4. Timely Access

- A. {SMHS and DMC-ODS only} In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:
 - 1) Meet, and require network providers to meet, the standards for timely access to care and services, without utilizing waitlists and taking into account the urgency of need for services, pursuant to W&I Code section 14197, subdivision (d), and as specified in the Department's current guidance regarding timely access, BHIN 24-020, or any successor guidance.
 - 2) Require network providers to 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 provider offers services to non-Medi-Cal members. If the provider only serves Medi-Cal members, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another county behavioral health program delivery system.

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- 3) Make services available to members 24 hours a day, 7 days a week, when medically necessary.
 - 4) Establish mechanisms to ensure that network providers comply with the timely access requirements;
 - 5) Monitor network providers regularly to determine compliance with timely access requirements;
 - 6) Take corrective action if a network provider fails to comply with timely access requirements.
- B. {DMC only} Timely Access. The Contractor shall establish, comply with, and report on Timely Access Standards, Alternative Access Standards (AAS), and Telehealth Services in accordance with requirements set forth in BHIN 22-070, and any subsequently issued BHINs that supersede BHIN 22-070.
- C. The applicable waiting time for a particular appointment may be extended at the member's request if the following conditions are met:
- 1) The member's medical record notes that waiting will not have a detrimental impact on the member's health, as determined by the referring or treating licensed health care provider, or by the health professional providing triage or screening services, who is acting within the scope of their practice consistent with professionally recognized standards of practice;
 - 2) The provider's decision to extend the applicable waiting time is noted in the member's medical record and made available to DHCS upon request; and
 - 3) Contractor ensures that the member receives notice of the provider's decision to extend the applicable waiting time with an explanation of the member's right to file a grievance disputing the extension. (W&I Code § 14197, subd. (d)(1)(A); Health & Safety Code § 1367.03, subd. (a)(5)(H); 28 C.C.R. § 1300.67.2.2(c)(5)(H); BHIN 22-073.)
- D. Contractor must ensure that its contracted providers and subcontractors participate in all timely access survey(s) and network adequacy activities conducted by DHCS or its contractors. Contractor must include language to this effect in any new or amended network provider or subcontractor agreements executed after the effective date of this Contract.

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PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

5. {SMHS and DMC-ODS only} Documentation of Network Adequacy

- A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected utilization in its service area in accordance with BHIN 24-020, and subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)
- B. The Contractor shall submit documentation to the Department, as specified in BHIN 24-020 and any subsequent guidance issued by the Department, to demonstrate that it complies with the following requirements:
 - 1) Offers an appropriate range of covered services that are adequate for the anticipated number of members for the service area.
 - 2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area. (42 C.F.R. § 438.207(b).)
- C. The Contractor shall submit the documentation at the times specified in BHIN 24-020 and any subsequent guidance issued by the Department, but no less frequently than the following (42 C.F.R. § 438.207(c)):
 - 1) At the time it enters into this Contract with the Department;
 - 2) On an annual basis; and
 - 3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:
 - i. Changes in services;
 - ii. Changes in benefits;
 - iii. Changes in geographic service area;
 - iv. Changes in the composition of or payments to the Contractor's provider network; or
 - v. Enrollment of a new population in the Contractor's county.
- D. The Contractor is required to notify DHCS by email of one of the above-listed changes at MHSDFinalRule@dhcs.ca.gov. The Contractor shall include details regarding the change and the Contractor's plans to ensure members continue to have access to adequate services and providers.

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- E. 274 Provider Network Data Reporting
 - 1) The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis between the 1st and 10th of each month. (42 C.F.R. § 438.207(a))
 - 2) The Contractor shall complete data submissions pursuant to DHCS BHIN 24-020 and BHIN 22-032 and any subsequent guidance issued by the Department.
- 6. **[Reserved]**
- 7. **{SMHS and DMC-ODS only} Provider Selection**
 - A. The Contractor shall have and implement written policies and procedures for selection and retention of network providers to provide covered services that at a minimum meet the requirements of 42 C.F.R. section 438.214. These policies and procedures shall apply equally to all providers regardless of public, private, for-profit or non-profit status.
 - 1) The Contractor shall select the qualified providers to establish its provider networks, except as otherwise provided in this Contract (e.g., IHCPs as described in Exhibit A, Attachment 7, Section 6).
 - B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)
 - C. In all contracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy, including the policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)
 - D. The Contractor shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act. (42 C.F.R. § 438.214(d).)
 - E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)
 - F. The Contractor shall give providers that apply to be network providers and with whom the Contractor decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

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- G. This section, may not be construed to:
- 1) Require the Contractor to contract with providers beyond the number necessary to meet the needs of its members;
 - 2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or
 - 3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members. (42 C.F.R. § 438.12(b).)
- H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by this Contract. (42 C.F.R. § 438.206(b)(6).)
- I. The Contractor shall only use licensed, registered, certified, or waived providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver. This includes
- 1) Individuals with a Mental Health Professional Licensure Waiver in accordance with BHIN 24-033 or any subsequent departmental guidance; and
 - 2) Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.
 - i. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.
 - ii. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS

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application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

- J. {SMHS only} The Contractor shall establish individual, group and organizational provider selection criteria for network providers as provided for in 9 C.C.R. section 1810.435(a).
- K. {DMC-ODS only} Additional requirements applicable to providers that furnish DMC-ODS services:
- 1) The Contractor may contract only with DMC-certified providers to provide DMC-ODS services. DMC-certified providers that do not receive a contract with Contractor to provide DMC-ODS services cannot receive a direct contract with the State to provide DMC-ODS services to residents of DMC-ODS Counties.
 - 2) The Contractor shall only select providers that have an SUD Medical Director who, prior to the delivery of services under this Contract, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 C.F.R. section 455.450(a) as a “limited” categorical risk within a year prior to serving as a Medical Director under this Contract, and has signed a Medicaid provider agreement with DHCS as required by 42 C.F.R. section 431.107.
 - 3) [Reserved]
 - 4) Medication Assisted Treatment (MAT): DMC-ODS network providers, at all levels of care, shall demonstrate that they comply with BHIN 23-054 and any subsequent guidance issued by the Department regarding the provision of, or referrals for, MAT, as well as the maintenance of a DHCS-approved MAT policy. The Contractor shall monitor the referral process or provision of MAT services.
 - 5) Evidence Based Practices (EBPs): The Contractor shall ensure that providers implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider, per service modality. The Contractor shall ensure the providers have implemented EBPs and are delivering the practices to fidelity. The State shall monitor the implementation of EBPs during reviews. The EBPs include:
 - i. Motivational Interviewing: A member-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach

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frequently includes other problem solving or solution-focused strategies that build on members' past successes.

- ii. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
- iii. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use disorder treatment.
- iv. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
- v. Psycho-Education: Psycho-educational groups are designed to educate members about substance misuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to members' lives, to instill self-awareness, suggest options for growth and change, identify community resources that can assist members in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

8. {SMHS only} SMHS Provider Certification

- A. The Contractor shall comply with 9 C.C.R. section 1810.435, in the selection of providers.
- B. [Reserved]
- C. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.
- D. The Contractor shall certify, or use another SMHS program's certification documents to certify, the organizational providers that contract with the Contractor to provide covered services in accordance with 9 C.C.R. section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the Contract, and once

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every three years after that date. The on-site review required by 9 C.C.R. section 1810.435, subdivision (d), as a part of the certification process, shall be performed at any site owned, leased, or operated by the provider and/or used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

- E. The Contractor may allow an organizational provider to begin delivering covered services to members at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to members at the site.
- F. The Contractor may allow an organizational provider to continue delivering covered services to members at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.
- G. On-site reviews. The Contractor is responsible for conducting on-site reviews for their network providers, except that the Department shall conduct on-site reviews for all county-owned and operated providers. The on-site review shall verify that:
 - 1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
 - 2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
 - 3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.
 - 4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of members and staff.

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- 5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.
- 6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Exhibit A, Attachment 10; Exhibit E, Section 4; Exhibit D, Section 7; and applicable state and federal standards.
- 7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to members, as described in 9 C.C.R. sections 1840.344 through 1840.358, as appropriate and applicable.
- 8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- 9) The organizational provider's head or chief of service, as defined 9 C.C.R. sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- 10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - i. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - ii. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
 - iii. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - iv. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - v. Drugs are not retained after the expiration date.

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- vi. Intramuscular multi-dose vials are dated and initialed when opened.
 - vii. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - viii. Policies and procedures are in place for dispensing, administering and storing medications.
- H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Exhibit A, Attachment 2A, Section 4.
- I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Exhibit A, Attachment 2A, Section 4.
- J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code sections 1204 and 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.
- L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:
 - 1) The provider makes major staffing changes.
 - 2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

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- 4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
- 5) There is a change of ownership or location.
- 6) There are complaints regarding the provider.
- 7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. [Reserved]

N. Contractor may accept the certification of an SMHS provider by another SMHS program, or by the Department, in order to meet the Contractor's obligations under this section. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another SMHS program, Contractor shall remain ultimately responsible for adequate performance of all duties and obligations under this Contract.

9. {DMC and DMC-ODS only} DMC Provider Certification and Monitoring

- A. DHCS shall certify eligible providers to participate in the DMC program.
- B. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at any site.
- C. Perinatal Services. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in:

- 1) {DMC-ODS only} Exhibit A, Attachment 2C, Section 22.
- 2) {DMC only} 22 C.C.R. section 51341.1 related to services for pregnant and postpartum women.

D. Contracted Providers

- 1) {DMC-ODS only} The Contractor shall require all the contracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's provider contracts shall require that providers comply with all applicable regulations and guidelines, including:

- i. 21 C.F.R. § 1300.01, et seq., 42, C.F.R., § 8.1 et seq.
- ii. 22 C.C.R. § 51490(a).
- iii. Exhibit A, Attachment 2C, Section 22.

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- iv. 9 C.C.R. § 10000, et seq.
 - v. 22 C.C.R. § 51000 et. seq.
 - vi. W&I Code § 14184.100 et seq.
- 2) {DMC only} The Contractor shall only use licensed, certified, registered, or waived providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver.. This includes
- i. Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.
 - a. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.
 - b. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.
- E. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.
- F. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification

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application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

- G. {DMC-ODS only} The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.

- 1) A provider's certification to participate in the DMC program shall automatically terminate if the provider, or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

- H. Continued Certification

- 1) All DMC-certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
- 2) DHCS may conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

- I. {DMC only} Credentialing and Re-credentialing. The Contractor shall establish and comply with provider credentialing, re-credentialing, and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

10. {SMHS and DMC-ODS only} Provider Disclosures.

- A. The Contractor shall comply with the provisions of 42 C.F.R. sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

11. Termination of a Provider Contract

- A. The Contractor shall notify the Department of the termination of any contract with a contracted provider, and the basis for termination, within two business days.

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- B. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.
- C. {SMHS and DMC-ODS only} The Contractor shall make a good faith effort to give written notice of the termination to each member who was seen on a regular basis by the terminated provider, as described in Exhibit A, Attachment 11, Section 2.B.

12. {SMHS and DMC-ODS only} Provider Member Communications

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in Supplement 3 to Attachment 3.1-A, page 2i of the State Plan, or an LPHA, as defined in Exhibit E, Attachment 1, who is acting within the lawful scope of practice, from advising or advocating on behalf of a member for whom the provider is providing mental health and/or SUD services for any of the following:
 - 1) The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
 - 2) Information the member needs in order to decide among all relevant treatment options;
 - 3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and
 - 4) The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

13. {SMHS and DMC-ODS only} Provider Notifications

- A. The Contractor shall inform contracted providers, at the time they enter into a contract, about:
 - 1) Member grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 - 438.424.
 - 2) The member's right to file grievances and appeals, orally or in writing, and the requirements and timeframes for filing.
 - 3) The availability of assistance to the member with filing grievances and appeals.
 - 4) The member's right to give written consent to allow a provider, acting on behalf of the member, to file a grievance or appeal.

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- 5) The member's right to request a State Hearing after the Contractor has made a determination on a member's appeal, which is adverse to the member.
- 6) The member's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes.
- 7) Any state-determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

Exhibit A – Attachment 9
[RESERVED]

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Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. {SMHS and DMC-ODS only} Coordination of Care

- A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its members. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
- 1) Ensure that each member has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member. The member shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).) Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
 - 2) Coordinate the services the Contractor furnishes to the member between settings of care and levels of treatment, including appropriate discharge planning for short term and long-term hospital and institutional stays. (42 C.F.R. § 438.208(b)(2)(i).)
 - i. Coordinate the services the Contractor furnishes to the member with the services the member receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its members to foster a member-centered and whole-person approach to wellness. (42 C.F.R. § 438.208(b)(2)(ii)-(iv), 9 C.C.R. § 1810.415.)
 - ii. Regarding discharge planning, coordinate with SMHS and SUD providers to support transitions between levels of care and to recovery resources, as well as appropriate referrals to providers of SMHS, SUD, primary care, or specialty medical services.
 - iii. Coordinate with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
 - 3) The Contractor shall share with the Department or other managed care entities serving the member the results of any identification

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COORDINATION AND CONTINUITY OF CARE

and assessment of that member's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

- 4) Ensure that each contracted provider maintains and shares, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
- 5) Ensure that, in the course of coordinating care, each member's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. part 160 and 164, subparts A and E, and 42 C.F.R. Part 2, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- 6) {DMC-ODS only} For members receiving SUD services, ensure that care coordination services are provided by an AOD Counselor, Clinical Trainee, LPHA, or Medical Assistant.

2. Screening and Assessment Period

- A. Consistent with the No Wrong Door policies set forth in W&I Code § 14184.402, BHIN 22-011, BHIN 22-065, and any related Department guidance, the Contractor must cover the assessment and any SMHS and/or SUD services provided during the assessment period for any member seeking care.
- B. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized mental health screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h).

3. Coordination with Managed Care Plans

- A. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's members. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The Contractor shall monitor the effectiveness of its MOU with Medi-Cal managed care plans.

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B. {SMHS only} Additional requirements:

- 1) If a member eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.
- 2) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan that enrolls members receiving SMHS from Contractor to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.
- 3) If a member is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance, as required when members who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a member is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance as required when members who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a member who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.
- 4) The Contractor must develop and implement written policies and procedures to ensure that members meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that members meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools

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specific for children and youth) are referred by the Managed Care Plan to the Contractor.

- 5) The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 23-056 and any subsequently issued BHINs that supersede BHIN 23-056. (9 C.C.R. § 1810.370.)

C. {DMC-ODS only} Additional requirements:

- 1) {All DMC-ODS programs except the DMC-ODS PHC Model} The Contractor must enter in an MOU with any Medi-Cal Managed Care Plan that enrolls members served by the DMC-ODS. The MOU requirements shall comply with BHIN 23-057 and any subsequently issued BHINs that supersede BHIN 23-057. In addition to any MOU requirements established in Department Information Notices or any other guidance, at a minimum the following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:
 - i. Comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 Screening Brief Intervention, and Referral to Treatment services.
 - ii. Member engagement and participation in an integrated care program as needed.
 - iii. Shared development of care plans by the member, caregivers, and all providers where applicable.
 - iv. Collaborative care planning with managed care where applicable.
 - v. Delineation of case management responsibilities.
 - vi. A process for resolving disputes between the Contractor and the Medi-Cal managed care plan that includes a means for members to receive medically necessary services while the dispute is being resolved.
 - vii. Availability of clinical consultation, including consultation on medications.

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- viii. Care coordination and effective communication among providers including procedures for exchanges of medical information.
 - ix. Navigation support for patients and caregivers.
 - x. Facilitation and tracking of referrals.
 - 2) {DMC-ODS PHC Model only} The Contractor shall require the subcontractor to include in its contracts with all network providers the elements listed above under paragraph 1. These elements should be implemented at the point of care to ensure clinical integration.
 - D. {DMC only} Additional Requirements: The MOU shall comply with BHIN 24-016 and any subsequently issued BHINs that supersede BHIN 24-016.
- 4. {SMHS and DMC-ODS only} Transition of Care**
- A. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, MHSUD IN 18-059 (for SMHS), BHIN 23-001 (for DMC-ODS), and any BHINs issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this Contract (42 C.F.R. § 438.62(b)(1)-(2).) At a minimum, the Contractor shall provide the transition of care policy to members and potential members in the member handbook and member notices. (See Exhibit A, Attachment 11 Section 1.E.)

**Exhibit A – Attachment 11
INFORMATION REQUIREMENTS**

1. {SMHS and DMC-ODS only} Basic Requirements

- A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to members and potential members. (42 C.F.R. § 438.10(c)(1)). The Contractor shall provide all written materials for members and potential members in easily understood language and format, using a font size no smaller than 12-point. (42 C.F.R. § 438.10(d)(6)(i)-(ii)). Contractor shall make written materials available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that take into consideration the special needs of members and potential members with disabilities or limited English proficiency (42 C.F.R. § 438.10(d)(6)(iii)). The Contractor shall inform members that information is available in alternative formats and how to access those formats in compliance with 42 C.F.R. § 438.10(d)(3).
- B. The Contractor shall provide the required information in this section to each member when first receiving covered services and upon request. (CalAIM 1915(b) Waiver, § A, Part IV, Subsection B, Part 1 at p.78; 9 C.C.R. § 1810.360(e)).
- C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.
- D. In the information provided to members, the Contractor shall use the Department developed definitions for key managed care terminology as set forth in this Contract (including Exhibit E) and the Department's template member handbook, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network and out-of-network provider, physician services, plan, prior authorization, prescription drugs, primary care provider, provider, rehabilitation services, prescription drugs, and urgent care (42 C.F.R. § 438.10(c)(4)(i)).
- E. The Contractor shall use Department developed model member handbooks and member notices that describe the transition of care policies for members. (42 C.F.R. §§ 438.10(c)(4)(ii) and 438.62(b)(3)).
- F. Member information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
 - 1) The format is readily accessible;
 - 2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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- i. {DMC-ODS PHC Model only} The information must be placed on both the Contractor's website and the subcontractor's website;
- 3) The information is provided in an electronic form which can be electronically retained and printed;
- 4) The information is consistent with the content and language requirements of this Attachment; and
- 5) The member is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6)).
- G. The Contractor shall have in place mechanisms to help members and potential members understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7)).

2. {SMHS and DMC-ODS only} Information Provided to Members and Potential Members

- A. The Contractor shall provide information to members and potential members, either in paper or electronic format, including, at a minimum, all of the following:
 - 1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii)).
 - 2) The automatic BHDS enrollment process for Medi-Cal members (42 C.F.R. § 438.10(e)(2)(i) & (iii)).
 - 3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv)).
 - 4) Covered benefits, including:
 - i. Which benefits are provided by the Contractor; and,
 - ii. Which, if any, benefits are provided directly by the State. (42 C.F.R. § 438.10(e)(2)(v)).
 - 5) The provider directory and {for DMC-ODS only} formulary information. (42 C.F.R. § 438.10(e)(2)(vi)).
 - 6) Any cost-sharing that will be imposed by the Contractor consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(e)(2)(vii)).
 - 7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

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established in 42 C.F.R. section 438.68. (42 C.F.R. § 438.10(e)(2)(viii)).

- 8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix)).
- 9) To the extent available, quality and performance indicators for the Contractor, including member satisfaction. (42 C.F.R. § 438.10(e)(2)(x)).
- B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each member who was seen on a regular basis by the terminated provider. The notice to the member shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1)).
- C. The Contractor shall make available, upon request, any physician incentive plans in place as set forth in § 438.3(i). (42 C.F.R. § 438.10(f)(2)).

3. Language and Format

- A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; W&I Code § 14727; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. Part 92; 42 U.S.C. § 18116; 42 U.S.C. 12101*et seq.*)).
 - 1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.
 - 2) The Department shall use the following methodologies to identify the prevalent non-English languages spoken by members and potential members throughout the State, and in the Contractor's service area:
 - i. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

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- ii. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

- i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:
 - a. Notices of Adverse Benefit Determination.
 - b. Grievance acknowledgement letter.
 - c. Appeal acknowledgement letter.
 - d. Grievance resolution letter.
 - e. Notice of Appeal Resolution.
- ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.
- iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.
- iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.
- v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.

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- vi. The nondiscrimination notice shall include information on how to file a discrimination grievance with:
 - a. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
 - b. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.
 - vii. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.
- 4) Language Assistance Taglines
- i. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:
 - a. Notices of Adverse Benefit Determination.
 - b. Grievance acknowledgement letter.
 - c. Appeal acknowledgement letter.
 - d. Grievance resolution letter.
 - e. Notice of Appeal Resolution.
 - ii. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.
 - iii. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous

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physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

5) Language Assistance Services

- i. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.
- ii. The Contractor shall comply with the following oral interpretation requirements:
- iii. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.
- iv. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.
- v. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

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- vi. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.
- vii. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.
- viii. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.
- ix. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or

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welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

- x. The Contractor shall comply with the following written translation requirements:
- xi. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.
- xii. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

- i. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities, as described in BHIN 24-007.
- ii. The Contractor shall make member information available in large print (no less than 20-point font) alternative format.

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- iii. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.
- iv. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. Handbook

- A. The Contractor shall mail members a physical copy of the handbook and provider directory, offer members a physical copy of the handbook and provider directory when the member first accesses services, or ensure that members receive a link to the online versions of these member materials after receiving the member's consent to receive the handbook and provider directory electronically. (9 C.C.R. § 1810.360(e); BHIN 24-034.)
- B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the 24/7 access line described in Exhibit A, Attachment 7, Section 8. (42 C.F.R. § 438.10(g)(2)(xiv)).
- C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:
 - 1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).
 - 2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).
 - i. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members

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understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

- ii. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).
- iii. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).
- iv. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).
- v. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).
- vi. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).
- vii. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).
- viii. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:
 - a. The right to file grievances and appeals;
 - b. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights;
 - c. The requirements and timeframes for filing a grievance or appeal;

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- d. The availability of assistance in the filing process;
- e. The right to request a State Hearing after the Contractor has made a determination on a member's appeal which is adverse to the member;
- f. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes specified for filing, and that the member may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member. (42 C.F.R. § 438.10(g)(2)(xi)).
- ix. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).
- x. How to access auxiliary aids and services, including additional information in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).
- xi. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).
- xii. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).
- xiii. Additional information that is available upon request, includes the following:
 - a. Information on the structure and operation of the Contractor.
 - b. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).
- D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).
- E. Consistent with 42 C.F.R. section 438.10(g)(3) and BHIN 24-034 (and any subsequently issued BHINs that supersede BHIN 24-034), the handbook will be considered provided if the Contractor delivers the handbook as required below:

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- 1) Direct Delivery
 - i. Mails a printed copy of the information to the member's mailing address;
 - ii. Offers a printed copy of the information to the member during in-person interactions; or
 - iii. Provides the information by email after obtaining the member's agreement to receive the information by email.

AND

- 2) Website
 - i. Posts the information on the Contractor's website in a manner that is readily accessible;
 - ii. Advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses;
 - iii. Provides that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; and
 - iv. Inform members the information is available in paper form without charge upon request and provide the member handbook upon request within five (5) business days.

5. Provider Directory

- A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020 or BHIN 22-070, as applicable, and any subsequently issued BHINs that supersede these guidance documents.
 - 1) {Integrated Contracts (DMC-ODS and DMC)} The Contractor shall offer members a provider directory that includes information on providers of both SMHS and SUD services.
- B. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070, as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waived, or

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registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waived, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

- 1) Information on the services and benefits available, including specialty (as applicable).
 - 2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.
 - 3) The provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.
 - 4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.
 - 5) A means to identify which providers are accepting new members.
 - 6) Type of practitioner as appropriate.
 - 7) National Provider Identifier number.
 - 8) California License number and type of license.
 - 9) Whether the provider has completed cultural competence training.
 - 10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.
- C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)
- D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by HHS. (42 C.F.R. § 438.10(h)(4)).

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- 1) {DMC-ODS PHC Model only} The provider directory must also be made available on the Contractor's website in a machine-readable file and format as specified by HHS;
 - E. {DMC only} The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled and DMC-certified provider, even if that provider is not listed in the provider directory.
- 6. {SMHS and DMC-ODS only} Advance Directives**
- A. For purposes of this Contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100).
 - B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ 438.3(j)(1) and (3), and 422.128). Any written materials prepared by the Contractor for members shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4)).
 - C. The Contractor shall provide adult members with the written information on advance directives. (42 C.F.R. § 438.3(j)(3)).
 - D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), and 438.3(j)).
 - E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), and 438.3(j)(1)).
- 7. {SMHS and DMC-ODS only} Member Rights**
- A. The parties to this Contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, 9 C.C.R. sections 862 through 868, and 42 C.F.R. section 438.100. The Contractor shall ensure that its subcontractors and contracted providers comply with all applicable patients' rights laws and regulations.
 - B. The Contractor shall have written policies regarding the member rights specified in this section and ensure that its staff, subcontractors, and

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contracted providers take those rights into account when providing services, including the right to:

- 1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i)).
- 2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii)).
- 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii)).
- 4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv)).
- 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v)).
- 6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, and 164.526).
- 7) Be furnished services in accordance with 42 C.F.R. sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3)).
- 8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or contracted provider treats the member. (42 C.F.R. § 438.100(c)).

8. {DMC-ODS only} Formulary

- A. The Contractor shall make available in electronic or paper form, the following information about its formulary:
 - 1) Which medications are covered (both generic and name brand).
 - 2) On what tier each medication resides.
- B. Formulary drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary.

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1. General Provisions

- A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:
- 1) A grievance process;
 - 2) An appeal process; and,
 - 3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)
- B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:
- 1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:
 - i. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)
 - ii. At all contracted provider sites, other than out-of-network providers:
 - a. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

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- b. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)
 - iii. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a); BHIN 22-070.)
- 2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)
- 3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)
- 4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)
- 5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.
- 6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

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- 7) [Reserved]
- 8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)
- 9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)
- 10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)
- 11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)
- 12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)
- 13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical

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issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

- 14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)
- 15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)
- 16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)
- 17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)
- 18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)
- 19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

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- A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9 C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)
- B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)
- C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member's representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)
- D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)
- E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)
- F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

- A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)
- B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the

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Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

- C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)
- D. [Reserved]
- E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)
- F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

- A. For Discrimination Grievances:
 - 1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Discrimination Grievance Coordinator shall be available to:
 - i. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.
 - ii. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

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- iii. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.
- 2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
- 3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):
- i. The original complaint.
 - ii. The provider's or other accused party's response to the complaint.
 - iii. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.
 - iv. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.
 - v. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.
 - vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

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5. Appeals Process

- A. The Contractor's appeal process shall, at a minimum:
- 1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);
 - 2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);
 - 3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.);
 - 4) [Reserved]
 - 5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)
- B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:
- 1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);
 - 2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);
 - 3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:
 - i. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

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- ii. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

6. Expedited Appeal Process

- A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)
- B. The Contractor's expedited appeal process shall, at a minimum:
 - 1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)
 - 2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)
 - 3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)
 - 4) [Reserved]
 - 5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)
 - 6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)
 - 7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

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- i. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)
- ii. Make reasonable efforts to give the member and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (9 C.C.R. § 1810.230.5.)

7. Contractor Obligations Related to State Hearing

“State Hearing” means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and 9 C.C.R. § 1810.216.6:

- A. If a member requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Members and providers shall also be informed of the following:
 - 1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
 - 2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor’s appeals process, and the member may initiate a State Hearing. (42 C.F.R. § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)
 - 3) The member, or a provider or authorized representative with the member’s written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)
- B. The Contractor shall represent the Contractor’s position in hearings, as defined in 42 C.F.R. section 438.408(f)(3) dealing with members’ appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

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- C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.
- D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90-day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

- A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:
 - 1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;
 - 2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;
 - 3) The disputed services were ordered by the member's provider; and
 - 4) The period covered by the original authorization has not expired.
- B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):
 - 1) The member withdraws their request for an appeal or a State Hearing;
 - 2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or
 - 3) The final State Hearing decision is adverse to the member.
- C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42

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C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

- D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

- A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.
- B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to covered services.
- 1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)
 - 2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)
 - 3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

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- 4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)
 - 5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)
 - 6) [Reserved]
 - 7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)
 - 8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)
 - 9) For the purposes of this Attachment, “medical service”, as used in 22 C.C.R. section 51014.1, shall mean covered services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)
- C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)
- D. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit

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Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

- A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or SUD services:
- 1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)
 - 2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member's adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)
 - 3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)
 - 4) The member's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)
 - 5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)
 - 6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.
 - 7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:
 - i. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)
 - ii. A statement that the member may be either self-represented, or represented by an authorized third party

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such as legal counsel, a relative, friend, or any other person;
(9 C.C.R. § 1850.212(a)(5)(B).)

- iii. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and
- iv. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or SUD services:

- 1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.214.)
- 2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)
- 3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed the time limits below. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1)(i).)
 - i. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R. § 438.210(d)(1)(i)(A).)
 - ii. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R. § 438.210(d)(1)(i)(B).)
- 4) [Reserved]
- 5) [Reserved]
- 6) [Reserved]
- 7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

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- 8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)
 - 9) [Reserved]
 - 10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)
- C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:
- 1) The death of a member; (42 C.F.R. § 431.213(a).)
 - 2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)
 - 3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)
 - 4) The member's whereabouts are unknown, and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)
 - 5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)
 - 6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or
 - 7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)
 - 8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

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12. {SMHS, DMC-ODS, and Integrated DMC/SMHS Contracts} Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or SUD services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

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**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

1. General Requirements

- A. {SMHS and DMC-ODS only} As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610. (42 C.F.R. § 438.600(b)).
- B. {SMHS and DMC-ODS only} The Department shall ensure that the Contractor is not located outside of the United States. (42 C.F.R. § 438.602(i)).
- C. {DMC only} The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.
 - 1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:
 - i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;
 - ii. 22 C.C.R.. §§ 51490, 51490.1, 51159;
 - iii. W&I Code §§ 14124.1, 14124.2.
 - 2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

3. {SMHS and DMC-ODS only} Excluded Providers

- A. The Contractor shall screen and periodically revalidate all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. §

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455.410(b), in accordance with the requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. §§ 438.602(b), 438.608(b)).

- B. Consistent with the requirements of 42 C.F.R. § 455.436, the Contractor must confirm the identity and determine the exclusion status of all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), and any subcontractor, or who is an agent or managing employee of the Contractor, through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. § 438.602(d)).
- C. If the Contractor finds a party that is excluded, it must promptly notify the Department, as specified in Exhibit A, Attachment 8, Section 11 above, and the Department will take action consistent with 42 C.F.R. section 438.610(d). (42 C.F.R. § 438.608(a)(2) and (4)). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. {SMHS and DMC-ODS only} Compliance Program

- A. The Contractor must report fraud and abuse information to the Department. (42 C.F.R. § 438.608(a)(7).)
- B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:
 - 1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable Federal and state requirements.
 - 2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the Contract and who reports directly to the Behavioral Health Director and Board of Supervisors, or CEO and the Board of Directors (BoD).

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- 3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract.
- 4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Contract.
- 5) Effective lines of communication between the CO and the organization's employees.
- 6) Enforcement of standards through well-publicized disciplinary guidelines.
- 7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract. (42 C.F.R. § 438.608 (a)(1)).

5. {SMHS and DMC-ODS only} Fraud Reporting Requirements

- A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department's Medi-Cal Behavioral Health Program Integrity Unit at bhpiu@dhcs.ca.gov about the following:
 - 1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).
 - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608 (a)(2)). Contractor shall comply with the overpayment recovery provisions in Exhibit A, Attachment 3, Section 6 ("Recovery of Overpayments").
 - 3) Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).

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- 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).
- B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)).

6. Suspension of Provider Payments

- A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.
 - 1) {SMHS and DMC-ODS only} The Contractor shall implement and maintain arrangements or procedures that include providing for the Contractor's suspension of payments to a contracted provider for which there is a credible allegation of fraud. (42 C.F.R. §§ 455.23 and 438.608 (a)(8)).
- B. Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved.
 - 1) {DMC and DMC-ODS only} With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

7. {SMHS and DMC-ODS only} Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by

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sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608 (a)(5)).

8. {SMHS and DMC-ODS only} Disclosures

A. Disclosure of 5% or More Ownership Interest:

- 1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.
 - i. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in this section, and subsection 2(a), below.
 - ii. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
 - iii. The Contractor shall provide any such disclosure upon execution of this Contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.
- 2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' and subcontractors (disclosing entities') ownership and control.
 - i. The Contractor's providers must submit disclosures to the Contractor upon submitting the provider application, before entering into a provider agreement with Contractor, before renewing a provider agreement with Contractor and within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the

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re-validation of enrollment process under 42 C.F.R. section 455.104. The information included in the disclosures shall be current as of the time submitted.

- ii. {DMC-ODS only} For providers of SUD services, these disclosures shall be provided through the DMC certification process as described in Exhibit A, Attachment. 8, Section 9.
- iii. Disclosures to be Provided:
 - a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - b. Date of birth and Social Security Number (in the case of an individual);
 - c. Other tax identification number in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest;
 - d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the Contractor, subcontractor, or network provider has an ownership or control interest; and

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- f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
 - 3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 C.F.R. section 455.104.
 - 4) FFP shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section. (42 C.F.R. § 455.104(f)).
- B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.
 - 1) The following information must be disclosed:
 - i. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - ii. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
 - iii. The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.
- C. Disclosures Related to Persons Convicted of Crimes
 - 1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:
 - i. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).
 - ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this

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purpose, the word "agent" has the meaning described in 42 C.F.R. section 455.101.

- 2) The Contractor shall supply the disclosures before entering into the Contract and at any time upon the Department's request.
- 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

9. Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract.

1) {Standalone DMC and DMC-ODS Contracts only}

- i. The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814

Or by using a Secure Managed File Transfer system specified by DHCS.

- ii. The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

2) {Integrated Contracts only}

- i. Contractor must, at a minimum: (42 C.F.R. § 438.214(e))
 - a. Monitor compliance for each provider on an annual basis; and
 - b. Perform on-site monitoring at least once every three years for each organizational provider. (No on-site

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reviews are required for individual SMHS practitioners who contract directly with the Contractor.)

- ii. If a provider contracts with multiple Medi-Cal behavioral health contractors, Contractor may rely on a timely review completed by another Medi-Cal behavioral health contractor.
 - iii. Contractor shall submit a copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by using a Secure Managed File Transfer system specified by DHCS.
- B. {Integrated Contracts only} If the Contractor identifies deficiencies or areas for improvement in a contracted provider's performance, the Contractor and the contracted provider shall take corrective action. For any identified compliance deficiencies, the Contractor shall submit to DHCS a Contractor-approved corrective action plan (CAP) for the contracted provider.(42 C.F.R. § 438.214(e))
- 1) The CAP shall include:
 - i. A description of corrective actions that will be taken by the Contractor to address findings, including actions required of contracted providers when applicable, and incremental milestones the Contractor will achieve in order to reach full compliance;
 - ii. The timeline for implementation and/or completion of corrective actions;
 - iii. Proposed evidence of correction that will be submitted to DHCS;
 - a. If the Contractor has evidence to support correction at the time the CAP is due, the Contractor shall submit the actual evidence of correction to DHCS.
 - iv. A mechanism for monitoring the effectiveness of corrective actions over time; and
 - v. Behavioral Health Director or designee (e.g., compliance administrator) name, and the date of their approval of the CAP.
 - 2) The Contractor shall submit the Contractor-approved provider CAP to DHCS for approval using a Secure Managed File Transfer system specified by DHCS.

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- 3) DHCS will provide an Acknowledgement Letter within five business days to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas. Contractor shall submit an updated CAP to DHCS using a Secure Managed File Transfer system specified by DHCS., with a copy to the provider.
 - 4) The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements, including as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.
- C. {DMC only} The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:
- 1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;
 - 2) A contracted provider surrenders its certification or closes its facility; or
 - 3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.
- 10. {DMC and DMC-ODS only} State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews**
- A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with. as applicable, Exhibit A, Attachment 2C, Section 22 (DMC-ODS: "Requirements for Services"), or Attachment 2E, Section 8 (DMC: "Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The

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Contractor shall be responsible for their contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below.

- B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements cited above in subsection A were not met.
- 1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.
 - 2) {Integrated Contracts only} Contractor shall comply with the CAP procedures described above in Section 9.C. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to section 9, above.
 - 3) {Standalone DMC and DMC-ODS Contracts only}
 - i. The CAP shall:
 - a. Be documented on the DHCS CAP template
 - b. Provide a specific description of how the deficiency shall be corrected
 - c. Identify the title of the individual(s) responsible for:
 - d. Correcting the deficiency
 - e. Ensuring on-going compliance
 - f. Provide a specific description of how the provider will ensure on-going compliance.
 - g. Specify the target date of implementation of the corrective action.
 - ii. DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

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- iii. If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.
 - iv. The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.
- C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:
- 1) Requests for first-level appeals:
 - i. The Contractor shall initiate action by submitting a letter to DHCS:
 - a. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division
DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413
 - ii. The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.
 - iii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.
 - a. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.
 - b. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

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- c. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.
- D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).
 - 1) The second level process may be pursued only after complying with first-level procedures and only when:
 - i. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or
 - ii. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.
 - 2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.
 - 3) All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals (OAHA)
3831 N. Freeway Blvd., Suite 200
Sacramento, CA 95834
 - 4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:
 - i. A copy of the original written appeal sent to the Department.
 - ii. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.
- E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

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- F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.
- G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2C, Section 22 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. {DMC and DMC-ODS only} Reporting Complaints

- A. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.
- B. {DMC-ODS only} Complaints for Residential Adult Alcoholism or Drug Misuse Recovery or Treatment Facilities, and counselor complaints may be made by using the Complaint Form, which is available and may be submitted online: <http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.
- C. {DMC only} Report suspected Medi-Cal Fraud to DHCS's Program Integrity Unit at bhpiu@dhcs.ca.gov
- D. {DMC only} Complaints for licensed, adult alcoholism or drug misuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at:
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.

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The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

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**Exhibit A – Attachment 14
REPORTING REQUIREMENTS**

1. {SMHS and DMC-ODS only} Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

- 1) The Contractor's Chief Executive Officer (CEO).
- 2) The Contractor's Chief Financial Officer (CFO).
- 3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F.R. § 438.606(a).)

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS, including as specified in Exhibit A, Attachment 4, Section 2. (42 C.F.R. § 438.242(c)(2).)

3. [Reserved]

4. Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. {SMHS and DMC-ODS only} Information on Ownership and Control

The Contractor shall submit for state review information on ownership and control for the Contractor, subcontractors, and network providers, as described in 42 C.F.R. section 455.104 and Exhibit A, Attachment 13, Section 8. (42 C.F.R. § 438.604(a)(6).)

6. {SMHS and DMC-ODS only} Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (MHSUDS IN 19-034; 42 C.F.R §§ 438.604(a)(7), 438.608(d)(3).)

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REPORTING REQUIREMENTS**

7. {SMHS and DMC-ODS only} Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 C.F.R. section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

- 1) Enrollment data;
- 2) Member grievance and appeal logs;
- 3) Provider complaint and appeal logs;
- 4) The results of any member satisfaction survey;
- 5) The results of any provider satisfaction survey;
- 6) Performance on required quality measures;
- 7) Medical management committee reports and minutes;
- 8) The Contractor's annual quality improvement plan;
- 9) Audited financial and encounter data; and
- 10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with 42 C.F.R. part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

9. {DMC and DMC-ODS only} Additional Reporting Requirements Regarding SUD Services

A. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

- 1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

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REPORTING REQUIREMENTS**

- 2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.
- 3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
- 4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J), all former Department of Alcohol and Drug Programs Bulletins, and all applicable DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements, including BHIN 24-030.
- 5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
- 6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
- 7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
- 8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
- 9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

B. CalOMS-Tx General Information.

- 1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by

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REPORTING REQUIREMENTS**

secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov, before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

- 2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.
- 3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.
- 4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

- 1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.
- 2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.
- 3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.
- 4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.
- 5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

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REPORTING REQUIREMENTS**

- 6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

- 7) [Reserved]

D. {DMC-ODS only} Provider-Preventable Conditions

- 1) The Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions. The Contractor shall report all identified provider-preventable conditions to the Department.
- 2) The Contractor shall not make payments to a contracted provider for provider-preventable conditions that meet the following criteria:
- i. Is identified in the State Plan.
 - ii. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.
 - iii. Has a negative consequence for the member beneficiary.
 - iv. Is auditable.
- 3) The Contractor shall use and submit the report using the DHCS DMC-ODS Provider Preventable Conditions Reporting Form at the time of discovery of any provider preventable conditions that are covered under this provision to:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS-2623
Sacramento, CA 95814

Or by secure, encrypted email to: ODSSubmissions@dhcs.ca.gov

10. Failure to Meet Reporting Requirements

- A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

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REPORTING REQUIREMENTS**

- B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.
- C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)
- D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

- A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.
- B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D which is attached hereto as part of this Contract.

- A. Federal Budget
If federal funding for Federal Financial Participation (FFP) reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.
- B. Delayed Federal Funding
The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to members in the event that there is likely to be a delay in the availability of federal funding.

3. Contractor Claims and Federal Financial Participation

- A. Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

- A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.
- B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.
 - 2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the Department has informed the Contractor in writing of its intent to close the audit.

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- D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

- A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

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- D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

- A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.
- B. {SMHS only} Mental Health Medi-Cal Administrative Activities
- 1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

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- 2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

- 1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:

- i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and
- ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

- 2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual

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claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

- 3) The Contractor shall use the appropriate claiming forms for this Contract:
- i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.
 - ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.
 - iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.
- 4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

9. [Reserved]

10. [Reserved]

Exhibit D Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, "Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions will apply:

- 1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- 2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations)**, whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- 1) Equipment/property purchases must not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- 2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- 3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:
 - a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - c) Procurements must be conducted in a manner that provides for all of the following:
 - i. Avoid purchasing unnecessary or duplicate items.
 - ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - iii. Take positive steps to utilize small and veteran owned businesses.
 - d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) Reporting of Equipment/Property Receipt

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) Annual Equipment/Property Inventory

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

- a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - 1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- 1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- 2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- 3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.
- 4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.
- c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.
- f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

- g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor must obtain at least three bids or justify a sole source award.
 - 1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - 2) DHCS may identify the information needed to fulfill this requirement.
 - 3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a) A local governmental entity or the federal government,
 - b) A State college or State university from any State,
 - c) A Joint Powers Authority,
 - d) An auxiliary organization of a California State University or a California community college,
 - e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.](#)

- i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
- b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
 - 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:
 - a) Obtain approval from DGS to use said subcontracts, or
 - b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
 - 2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.
- c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - 1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
 - 2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.
 - 3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.
- d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

- e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.
- f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.
- i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.
- d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - 1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of \$750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.
- g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of \$25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

- a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.
- b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.
- c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.
- d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.
- e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
- f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

- g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.
- h. Contractor represents and warrants that:
 - 1) It is free to enter into and fully perform this Agreement.
 - 2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - 3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - 4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
 - 5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.
 - 6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.
 - 7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

- 8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- j. INTELLECTUAL PROPERTY INDEMNITY
 - 1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.
 - 2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

- 3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
- k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

- 1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - 2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.
 - c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.
 - d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.
 - e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a

- governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
- 4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.
 - 6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

- a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

- a. For all consultant service agreements of \$5000 or more:
 - 1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:
 - a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
 - b) Whether the contracted work or services met the quality standards specified in the Agreement.
 - c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.
 - d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.
 - e) Other information the awarding agency may require.

- f) How the Contract results and findings will be utilized to meet the agency goals.
- 2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over \$10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

- a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.
- c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

- d. Requests for DVBE subcontractor substitution must include:
- 1) A written explanation of the reason for the DVBE substitution.
 - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.
 - 3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
 - 4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).
- e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code § 999.9 and other applicable State laws.
- f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:
- 1) The total amount the prime Contractor received under the Agreement;
 - 2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;
 - 3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;
 - 4) That all payments under the Contract have been made to the DVBE(s); and
 - 5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.
- g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vet. Code § 999.7.)

- h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)
- i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

- a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.
- b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

- c. Requests for substitution must be approved by the funding program and must include, at a minimum:
 - 1) An explanation of the reason for the substitution.
 - 2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.
 - 3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.
 - 4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.
- d. DHCS may consent to the substitution if allowed by applicable State laws.
- e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.
- f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.
- g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - 1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - 2) Director's and executive committee member's fees.

- 3) Incentive awards and/or bonus incentive pay.
 - 4) Allowances for off-site pay.
 - 5) Location allowances.
 - 6) Hardship pay.
 - 7) Cost-of-living differentials.
- c. Specific allowable fringe benefits include:
- 1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- 1) Be necessary and reasonable for the performance of the Agreement.
 - 2) Be determined in accordance with generally accepted accounting principles.
 - 3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits must be at actual cost.
- f. Earned/Accrued Compensation
- 1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - 2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - 3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - 1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - 2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

- a) Cancel, extend, or modify the suspension or stop work notification; or
- b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

- a. Adhere to legal cost and billing guidelines designated by DHCS.
- b. Adhere to litigation plans designated by DHCS.
- c. Adhere to case phasing of activities designated by DHCS.
- d. Submit and adhere to legal budgets as designated by DHCS.
- e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

- f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.
- g. Applicable only to legal agreements of \$50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

- a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.
- b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - 1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - 2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1
CERTIFICATION REGARDING LOBBYING**

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

**Attachment 2
CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
☐ Prime ☐ Subawardee Tier ____, if known:					
Congressional District, If known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
Federal Use Only			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

DRAFT

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
ADDITIONAL PROVISIONS

1. Contract Amendment Process

- A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.
- B. All amendments proposed by one party shall be provided in writing to the other party.
 - 1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.
 - 2) Timing of proposed amendments,
 - i. {Integrated Contracts (DMC and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each calendar year in order for the amendment to be effective for the following calendar year, beginning on January 1.
 - ii. {Standalone Contracts (SMHS, DMC, and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by May 1 of each state fiscal year in order for the amendment to be effective for the following state fiscal year, beginning on July 1.
 - 3) These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.
- C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.
- D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.

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- 1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

- 1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).
- 2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

- 1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323. Specifically:
 - i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)
 - ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor

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does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))

- iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

- a. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor reporting to the department. (W&I Code § 14197.7(a))
- b. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.

- iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.

- 2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.

- 3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or for termination of Contracts for SMHS, section 14714(d).

D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination

- 1) The provisions of subsection D apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.

- i. {All Integrated Contracts (DMC and DMC-ODS)} Prior to January 1, 2027, in lieu of pursuing the termination

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procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.

- 2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to members prior to such expiration or termination.
- 3) If this Contract is terminated or not renewed, the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(b), and 14124.21(c), as applicable, and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.
 - i. {DMC-ODS Only} Subsection 3 above does not apply if the Contractor opts to provide DMC services following the termination of its DMC-ODS Contract.
- 4) Transfer of Records; Continuity of Care
 - i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.
 - ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.

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- iii. The preceding sections i and ii shall not apply with respect to the Contractor's behavioral health program operations if:
 - a. The Contractor will continue providing covered services or arrange for provision of covered services under a new agreement with the Department with substantially similar requirements, as determined by the Department;
 - b. {DMC-ODS only} Or, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.
- 5) The Department shall notify members of their Medi-Cal behavioral health benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Processes for compliance reviews and sanctions outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

- A. All Attachments and Sections within Exhibit E apply to the delivery of all covered services under this contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.
- B. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the

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right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

- 1) Exhibit D, Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.
- 2) The following obligations apply for 10 years from the term end date of this Contract, or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. The Contractor, and subcontractors and contracted providers, shall:
 - i. Allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).
 - ii. Retain all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610, as applicable. (42 C.F.R. § 438.3(u); see also § 438.3(h)).
- 3) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared

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pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

Unless otherwise specified in this Contract, all notices to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the Contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS 2702
Sacramento, CA 95814

Los Angeles County Department of
Mental Health
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020

C. Nondiscrimination

- 1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).
- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.
- 3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.

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- 4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this Contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. [Reserved]

F. Freeze Exemptions

- 1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.
- 2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.
- 3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.
- 4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other

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natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

- H. Participation in the County Behavioral Health Director's Association of California
- 1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.
 - 2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

In discharging its obligations under this Contract, and in addition to the obligations set forth in other parts of this Contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

- 1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)
- 2) {SMHS and DMC-ODS only} The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

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C. Monitoring for Compliance; Corrective Action; Sanctions

- 1) Monitoring criteria shall include, but not be limited to:
 - i. Whether the quality of work or services being performed conforms to Exhibit A.
 - ii. Whether the Contractor has established and is monitoring appropriate quality standards.
 - iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.
- 2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.
 - i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a member records review.
 - ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.
- 3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).
 - i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:
 - a. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or
 - b. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.

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- ii. The Contractor's CAP shall:
 - a. Be documented on the DHCS CAP template.
 - b. Provide a specific description of how the deficiency shall be corrected.
 - c. Identify the title of the individual(s) responsible for:
 - d. Correcting the deficiency; and
 - e. Ensuring on-going compliance.
 - f. Provide a specific description of how the provider will ensure on-going compliance.
 - g. Specify the target date of implementation of the corrective action.
 - iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.
 - iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.
- 4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for any of the following in accordance with W&I Code section 14197.7; BHINs 22-045, 23-006, and 24-044; and other guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r):
- i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;

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- ii. failure to comply with the requirements of a CAP; or
 - iii. for other good cause.
- 5) The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. section 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.
- D. {SMHS only} Certification of Organizational Provider Sites Owned or Operated by the Contractor
- 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.
 - 2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.
 - 3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
 - 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the

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Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

- 1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).
- 2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.
- 3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

7. State and Federal Law Governing this Contract

- A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).
- B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable

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federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of covered services.

- 1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.
 - 2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.
 - 3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
- C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.
- D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:
- 1) Title 42 United States Code;
 - 2) Title 42 of the Code of Federal Regulations, including:
 - i. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).

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- ii. 42 C.F.R. § 455.
- iii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.
- iv. 42 C.F.R. Part 2.
- 3) [Reserved];
- 4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;
- 5) Title VI of the Civil Rights Act of 1964;
- 6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 7) Title IX of the Education Amendments of 1972;
- 8) Age Discrimination Act of 1975;
- 9) Age Discrimination in Employment Act (29 CFR Part 1625).
- 10) Rehabilitation Act of 1973;
- 11) Americans with Disabilities Act;
- 12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;
- 13) Deficit Reduction Act of 2005;
- 14) Balanced Budget Act of 1997;
- 15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>.
- 16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

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- 18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 - 19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 - 20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - 21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
 - 22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
 - 23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
- E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.
- F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:
- 1) W&I Code, division 5
 - 2) W&I Code section 14000 et seq., including:
 - i. Sections 14021, 14021.5, 14021.6

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- ii. Sections 14043 et seq.
- iii. Sections 14059.5, 14184.402, and 14184.403
- iv. Section 14100.2
- v. Sections 14680-14685.1
- vi. Sections 14700-14727
- 3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7
- 4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.
- 5) Government Code section 16367.8.
- 6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
- 7) Cal. Code Regs., tit. 9, including:
 - i. Division 4, chapter 6, commencing with section 10800.
 - ii. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).
 - iii. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.
 - iv. Sections 9000-14240
- 8) Cal. Code Regs., tit. 22, including:
 - i. Sections 50951 and 50953
 - ii. Sections 51014.1 and 51014
 - iii. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)
- 9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Exhibit E
ADDITIONAL PROVISIONS

- 10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
- G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

**Exhibit E – Attachment 1
GENERAL DEFINITIONS**

Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and the Medi-Cal state plan and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.*, Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. “Advance Directives” means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.
2. “Abuse” means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
3. “Adolescents” means members under age 21.
4. “Adult” means members 21 years of age or over.
5. “Alcohol or other Drug (AOD) Counselor” means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.
6. “American Indian/Alaska Native (AI/AN)” means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.
7. “Ancillary Service” means to include individualized connection, referral, and linkages to community-based services and supports.
8. “Appeal” means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.
9. “Available Capacity” means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
10. “ASAM Criteria” means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.
11. “Calendar Week” means the seven-day period from Sunday through Saturday.

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12. "Complaint" means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.
13. "Contractor" means the Contractor named in this Intergovernmental Agreement.
14. "Contracted Provider" means:
 - A. For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.
 - B. For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.
15. "Corrective Action Plan (CAP)" means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.
16. "County of Responsibility" means the county that is financially responsible for the behavioral health needs and services of a given member.
17. "Covered Services" refer to:
 - A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either
 - B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or
 - C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.
18. "Days" means calendar days, unless otherwise specified.
19. "Dedicated Capacity" means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.
20. "Department" means the California Department of Health Care Services (DHCS).

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GENERAL DEFINITIONS**

21. “Direct Provider Contract” means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.
22. “Director” means the Director of DHCS.
23. “Discrimination Grievance” means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
24. “DMC-Certified Provider” means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.
25. “DMC Re-certification” means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
26. “DMC Termination of Certification” means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state’s issuance of a DMC certification termination notice.
27. “DMC Temporary Suspension” means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.
28. “Drug Medi-Cal Organized Delivery System (DMC-ODS)” is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.
29. “Drug Medi-Cal (DMC) Program” means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.
30. “Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)” means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a

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health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. “Education and Job Skills” means linkages to life skills, employment services, job training, and education services.
32. “Emergency” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:
 - A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;
 - B. Serious impairment to bodily functions;
 - C. Serious dysfunction of any bodily organ or part; or
 - D. Death.
33. “Excluded Services” means services that are not covered under this Contract.
34. “Expanded Substance Use Disorder Treatment Services” means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.
35. “Face-to-Face” means a service occurring in person.
36. “Federal Financial Participation (FFP)” means the share of federal Medicaid funds for reimbursement of covered services.
37. “Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)
38. “Grievance” means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member’s rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)
39. “Grievance and Appeal System” means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them, as described in Exhibit A, Attachment 12.
40. “Hospitalization” means a supervised recovery period in a facility that provides hospital inpatient care.

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41. “Habilitative services and devices” help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))
42. “Homelessness” means the member meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes: (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS (“IHS facility”), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).
44. “Indian Health Service (IHS) facilities” means facilities and/or health care programs administered and staffed by the federal Indian Health Service.
45. “Involvement in child welfare” means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.
46. “Juvenile justice involvement” means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who

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have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the “juvenile justice involvement” definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the “juvenile justice involvement” criteria.

47. “Licensed Practitioners of the Healing Arts (LPHA)” includes any of the following: licensed physicians, licensed psychologists (including waived psychologists), licensed clinical social workers (including waived or registered clinical social workers), licensed professional clinical counselors (including waived or registered professional clinical counselors), licensed marriage and family therapists (including waived or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.
48. “Managed Care Program” means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.
49. “Medically necessary” or “medical necessity” has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.
 - A. For members 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
 - B. For members under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.
50. “Member” means a Medi-Cal recipient who is eligible to receive services from the Contractor.
51. “Modality” means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

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52. A “Network Provider” means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term “network provider” is not applicable to DMC programs.)
53. “Out-of-network provider” means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be “out of network” for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term “out-of-network provider” is not applicable to DMC programs.)
54. “Out-of-plan provider” has the same meaning as out-of-network provider.
55. “Overpayment” means any payment made by Contractor to a subcontractor or contracted provider to which the subcontractor or contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled under Title XIX of the Act. (42 C.F.R. § 438.2)
56. “Payment Suspension” means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
57. “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)
58. “Performance” means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.
59. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.
60. “Physician services” means services provided by an individual licensed under state law to practice medicine.

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61. “PIHP” means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:
- A. Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;
 - B. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and
 - C. Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)
62. “Postpartum” as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.
63. “Postservice Postpayment (PSPP) Utilization Review” means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.
64. “Postservice Prepayment Utilization Review” means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).
65. “Prior authorization” means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.
66. “Primary Care” means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.
67. “Primary care provider” means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.
68. “Prescription drugs” means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

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- A. Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;
 - B. Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and
 - C. Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.
69. "Provider" means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)
70. "Utilization Review/Quality Assessment (UR/QA)" activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:
- A. Such services are or were reasonable and medically necessary and whether such services and items are allowable; and
 - B. The quality of such services meets professionally recognized standards of health care.
71. "Rehabilitation Services" includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.
72. "Relapse" means a single instance of a member's substance use or a member's return to a pattern of substance use.
73. "Relapse Trigger" means an event, circumstance, place or person that puts a member at risk of relapse.
74. "Revenue" means Contractor's income from sources other than the state allocation.
75. "Safeguarding medications" means facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
76. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per

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week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. “Service Area” means the geographical area under the Contractor’s jurisdiction.
78. “Service Authorization Request” means a member’s request for the provision of a service.
79. “Service Element” is the specific type of service performed within the more general service modalities.
80. “Short-Term Resident” means any member receiving residential SUD services; regardless of the length of stay. The member is considered a “short-term resident” of the residential facility in which they are receiving the services.
81. “Significant Change” means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.
82. “State Hearing” means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.
83. “Subcontractor” means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor’s obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include contracted providers.
84. “Substance Use Disorder Diagnoses” are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.
85. “Substance Use Disorder Medical Director” has the same meaning as in 22 C.C.R. section 51000.24.4.
86. “Support Groups” means linkages to self-help and support, spiritual and faith-based support.
87. “Support Plan” means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.
88. “Telehealth” means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

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89. “Telephone” means contact with a member via synchronous, real-time audio-only telecommunications systems.
90. “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)
91. “Threshold Language” means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.
92. “Transportation Services” means provision of or arrangement for transportation to and from medically necessary treatment.
93. “Treatment Planning” means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)
94. “Tribal 638 Providers” –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.
- A. A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the “List of American Indian Health Program Providers” set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.
- B. A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC

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must appear on the “List of Tribal Federally Qualified Health Center Providers,” which is set forth on Attachment 2 to APL 21-008.

95. “Urban Indian Organizations (UIO)” – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.
96. “Urgent care” means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

**Exhibit E – Attachment 2
SMHS: SERVICE DEFINITIONS**

1. “Assessment” means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. “Adult Residential Treatment Services” are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. “Community-Based Mobile Crisis Intervention Services (also referred to as “Mobile Crisis Services”)” are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis

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SMHS: SERVICE DEFINITIONS

Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. “Crisis Intervention” is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)
5. “Crisis Residential Treatment Services” are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)
6. “Crisis Stabilization” is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the

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Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. "Day Rehabilitation" is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)
8. "Day Treatment Intensive" is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be

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delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. “Intensive Care Coordination (ICC)” is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:
 - A. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
 - B. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;
 - C. Supports the parent/caregiver in meeting their child’s needs;
 - D. Helps establish the CFT and provides ongoing support; and
 - E. Organizes and matches care across providers and child serving systems to allow the child to be served in their community.
10. “Intensive Home Based Services (IHBS)” are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child’s functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child’s family’s ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family’s overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is

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provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. “Medication Support Services” include prescribing, administering, dispensing and monitoring drug interactions and contradictions of psychiatric medications or biologicals that are necessary to alleviate the symptoms behavioral health conditions. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include prescription, dispensing, monitoring, or administration of medication related to substance use disorder services for members with co-occurring mental health conditions and substance use disorder. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.
12. “Mental Health Services” are individual, group, or family-based interventions that are designed to provide a reduction of the member’s mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)
13. “Peer Support Services” are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided

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with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

- A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:
 - B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
 - C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.
 - D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)
14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily

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could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as “Psychiatric Inpatient Hospital”. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. “Psychiatric Inpatient Hospital Services” include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member’s stay at the hospital must be continued beyond the member’s need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. “Psychosocial Rehabilitation” means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member’s functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of

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members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. “Referral and Linkages” are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)
18. “Targeted case management” is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member’s progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.
19. “Therapeutic Behavioral Services (TBS)” are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.
20. “Therapeutic Foster Care (TFC) Services” model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).
21. “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic

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intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. “Assessment” means activities to evaluate or monitor the status of a member’s behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:
 - A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
 - B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
 - C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member’s needs, planned interventions and to address and monitor a member’s progress and restoration of member to their best possible functional level.
2. “Community-Based Mobile Crisis Intervention Services (also referred to as “Mobile Crisis Services”)” are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral’s participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member’s home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other

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facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

3. “Family Therapy” means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member’s recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.
4. “Group Counseling” consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider’s certified school site.
5. “Individual Counseling” consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the member by supporting the achievement of the member’s treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.
6. “Medical psychotherapy” means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.
7. “Medication Services” means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.
8. “Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance

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Use Disorders” includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. “Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)” includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.
10. “Narcotic Treatment Program” or “NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.
11. “Non-Perinatal Residential Program” services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.
12. “Observation” means the process of monitoring the member’s course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member’s health status.
13. “Patient Education” means education for the member on addiction, treatment, recovery and associated health risks.
14. “Peer Support Services” are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the member by supporting the achievement of the member’s treatment goals.

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- A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:
 - B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
 - C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.
 - D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 6h [TN 24-0042].)
15. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).
16. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.
17. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

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18. “Substance Use Disorder Crisis Intervention Services” means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.
19. “Unit of Service” means:
 - A. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.
 - B. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.
 - C. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.
 - D. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.
 - E. For residential services, providing 24-hour daily service, per member, per bed rate.
 - F. For withdrawal management per member per visit/daily unit of service.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed 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 person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.
 - 7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

- 9.1.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.1.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- 9.1.3** Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.1.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.1.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Collaboration. The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 DHCS Contact Information. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

- 21.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

- 22.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
- 22.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
 - 22.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.
- 22.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

- 23.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 23.2. Amendment.**
- 23.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
 - 23.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.
- 23.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 23.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 23.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 23.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Los Angeles County Department of Mental Health	95-6000927
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/13/2025		
BOARD MEETING DATE	9/2/2025		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☒ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	CP Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Remodel Project		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No		
	If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$1,910,000	Funding source: Department of Health Services' Enterprise Fund-Committed for Department of Health Services.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval of the Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Remodel Project, project budget, and appropriation adjustment; and authorization to use a Board-approved Job Order Contract for delivery of the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The project consists of remodeling the Nuclear Medicine Suite to accommodate new equipment, including a digital single-photon emission computer tomography cardiac camera.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability by investing in County buildings to update and provide improved public services and workforce environments that will lead to increased productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



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:

September 2, 2025

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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
DIGITAL SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY
REMODEL PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A107
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 3)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to establish and approve the Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Remodel Project and budget, approve an appropriation adjustment, and authorize Public Works to deliver the proposed project using Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Remodel Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Establish and approve the Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Remodel Project, Capital Project No. 8A107, with a total project budget of \$1,910,000.
3. Approve the Fiscal Year 2025-26 appropriation adjustment to use \$114,000 from the Department of Health Services' Enterprise Fund-Committed to fund the projected Fiscal Year 2025-26 expenditures for the Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Project, Capital Project No. 8A107.
4. Authorize the Director of Public Works or his designee to deliver the Olive View-UCLA Medical Center Digital Single-Photon Emission Computed Tomography Remodel Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Olive View-UCLA Medical Center (Medical Center) Digital Single-Photon Emission Computed Tomography (D-SPECT) Remodel Project exempt from California Environmental Quality Act (CEQA); establish Capital Project No. 8A107, approve the project, budget, and appropriation adjustment; and authorize Public Works to deliver the proposed project using Board-approved Job Order Contract (JOC).

Background

The Medical Center provides healthcare services to communities throughout the San Fernando Valley and North County region. The proposed project will remodel an existing Nuclear Medicine suite to accommodate a D-SPECT Cardiac Camera, which will replace a single-head gamma camera that has reached the end of its service life. The D-SPECT Cardiac Camera equipment will enable the hospital to diagnose and assess the severity of heart and coronary artery diseases while producing high-quality images of the heart. The remodeling includes structural, mechanical, and electrical work to support the D-SPECT Cardiac Camera equipment, along with minor refurbishment of finishes and casework.

On February 27, 2024, the Board approved a sole-source acquisition of the Nuclear Medicine D-SPECT camera from Spectrum with an estimated cost of \$522,000. The installation of the D-SPECT will be done by the equipment vendor.

Public Works has completed the plans, specifications, and jurisdictional approvals for the proposed Medical Center's D-SPECT project using a Board-approved on-call

architectural/engineering firm and is now seeking approval to complete the remodeling and refurbishment work using a Board-approved JOC.

Upon the Board's approval of the recommended actions, construction of the project is anticipated to begin in October 2025 and be substantially completed in May 2026.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current capital projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

Investing in public healthcare infrastructure improvements will enhance the quality and delivery of healthcare services to the residents in the County, in particular the North County region.

FISCAL IMPACT/FINANCING

The total project budget is estimated at \$1,910,000, which includes design, plan check, consultant services, construction, change order contingency, Civic Art allocation, and County services. The project schedule and budget are included in Enclosure A. Health Services has previously paid \$100,000 for the design phase through their operating budget.

Board approval of the Fiscal Year 2025-26 appropriation adjustment (Enclosure B) will use \$114,000 from Health Services' Enterprise Fund-Committed for Health Services to fund the projected Fiscal Year 2025-26 expenditures for the proposed Medical Center's D-SPECT Remodel Project, Capital Project No. 8A107. Health Services will provide funding in future budget phases, as needed, to fund the remaining project budget. There is no net County cost impact associated with the recommendations.

Operating Budget Impact

Following completion of the proposed project, if approved, Health Services would request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Arts Policy amended on August 4, 2020, the proposed project budgets include 1 percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated to be \$10,000.

The project is subject to Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The proposed project will support the Board's Green Building/Sustainable Design Program policy by minimizing the amount of demolition materials disposed of in landfills during construction and incorporating energy-efficient equipment.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the provisions of CEQA. The project scope is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), and (f); and 15302 (c) of the CEQA Guidelines and Classes 1 (c), (d), (h), and (i); and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The proposed project provides for interior repair and upgrade of existing facilities, involving negligible or no expansion of an existing use. Replacement equipment will have the same purpose and capacity as the equipment being replaced.

Additionally, the proposed project will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, potential for substantial adverse change in the significance of a historical resource, or other limiting factors that will make the exemption inapplicable based on the record of the proposed project.

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 at the Office of Land Use and Climate Innovation in accordance with Section 21152 of the California Public Resources Code and will post the notice to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works completed the design for the project using a Board-approved, on-call architect/engineering firm and is recommending the use of a Board-approved JOC to complete the remodeling and refurbishment work.

The project scope includes remodeling and alteration work, and Public Works has determined that using 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 minimal impact on current services at the Medical Center. Public Works, in conjunction with Health Services, will take the appropriate measures to coordinate the construction to minimize impacts on operations. Patient care services at the Medical Center will remain fully operational during construction.

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:sl

Enclosures

c: Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
DIGITAL SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY
REMODEL PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A107
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 3)
(4-VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Design	07/2024*
Jurisdictional Approvals	01/2025*
Construction Start	10/2025
Substantial Completion	05/2026
Final Acceptance	07/2026

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	\$ 825,000
Contingency	\$ 165,000
Job Order Contract Fees	\$ 25,000
Civic Art	\$ 10,000
Hard Cost Subtotal	\$1,025,000
Plans and Specification	\$ 122,000
Consultant Services	\$ 196,000
Miscellaneous Expenditure	\$ 25,000
Jurisdictional Review/Plan Check/Permits	\$ 55,000
County Services	\$ 487,000
Soft Cost Subtotal	\$ 885,000
Total Project Cost	\$1,910,000

ENCLOSURE B
September 2, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
DIGITAL SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY
REMODEL PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
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FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 3)
(4-VOTES)**

**APPROPRIATION ADJUSTMENT
PENDING**

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/6/2025		
BOARD MEETING DATE	9/2/2025		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Health		
SUBJECT	Approval to execute sole source amendments to 18 CalFresh Healthy Living Program services contracts to extend the term effective October 1, 2025, through September 30, 2026		
PROGRAM	Chronic Disease and Injury Prevention Services (CDIP)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☒ Yes ☐ No		
	If Yes, please explain why: Current CalFresh Healthy Living Program (CFHL) Services contracts are set to expire on September 30, 2025. Public Health does not have delegated authority to extend these contracts. Public Health is planning to release a solicitation in fall of this year. The extension of the 18 CFHL contracts will allow for the continued provision of needed services until new contracts are executed. On February 7, 2025, your Board was notified of Public Health's intent to extend the CFHL services contracts as sole source contracts.		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Current contracts are scheduled to expire on September 30, 2025.		
COST & FUNDING	Total cost: Estimated at \$7,500,000	Funding source: USDA funding through CDPH, and USDA's GusNIP	
	TERMS (if applicable): October 1, 2025, through September 30, 2026		
	Explanation:		
PURPOSE OF REQUEST	Authorize Public Health to execute sole source amendments to extend 18 CFHL services contracts effective October 1, 2025, through September 30, 2026. Public Health is also requesting delegated authority to: a) execute amendments that: provide an increase or decrease in funding, as needed, and based on availability of Federal, State, and/or County resources; update the statement of work and/or scope of work, as necessary; and correct errors or omissions in the contract's terms and conditions; and 2) execute change notices. that authorized budget modifications with corresponding service adjustment.		

BACKGROUND (include internal/external issues that may exist including any related motions)	The CFHL Program is a State-wide program that improves the nutritional health of low-income Californians by providing access to nutrition education, physical activity education, and leadership toward healthy community initiatives. The overall goal of the program is to achieve specific behavioral outcomes including increased consumption of healthy foods and water, reduced consumption of unhealthy foods and sugar sweetened beverages, increased levels of physical activity, and optimization of the food system. Public Health's CFHL Program is designed to improve food access and increase food security as well as reduce the prevalence of diet related chronic diseases among low-income individuals and families in Los Angeles County (LAC) in six service categories. The six service categories are: 1) Early Childcare and Education; 2) K-12 Schools and Afterschool Programs; 3) Healthcare Clinics; 4) Food Banks/Pantries; 5) Produce Distribution; and 6) Nutrition Education and Physical Activity. Extending the contracts will enable Public Health to continue delivering essential services while preventing potential service gaps.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Tony Kuo, M.D., M.S.H.S. Director CDIP, (213) 351-7341 tkuo@ph.lacounty.gov Emily Issa, Senior Deputy County Counsel, (213) 974-1827 eissa@counsel.lacounty.gov



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

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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

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Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

September 2, 2025

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 SOLE SOURCE AMENDMENTS TO 18 CALFRESH
HEALTHY LIVING PROGRAM SERVICES CONTRACTS TO EXTEND THE TERM
THROUGH SEPTEMBER 30, 2026
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute sole source amendments to 18 CalFresh Healthy Living Program Services contracts to extend the term for one year effective October 1, 2025, through September 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to execute 18 sole source amendments, substantially similar to Exhibit I, for the continued provision of CalFresh Healthy Living (CFHL) Program services with the contractors identified in Attachment A, to extend the term effective October 1, 2025, through September 30, 2026, at a total maximum obligation not to exceed \$7,500,000, 100% funded by United States Department of Agriculture (USDA) funding Assistance Listing Number (ALN) 10.561 passed through the California Department of Social Services and the California Department of Public Health (CDPH) and the USDA's Gus Schumacher Nutrition Incentive Grant Program (GusNIP) funding, ALN 10.331.
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that: a) provide an increase or decrease in funding, as

needed, and based on the availability of Federal, State, and/or County resources; b) update the statement of work and/or scope of work, as necessary; and/or c) correct errors or omissions in the terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

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 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 any of the contracts upon issuing a written notice if contractors fail to perform and/or fully comply with contract requirements and terminate the contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CFHL Program is a State-wide program that improves nutritional health to low-income Californians by providing access to nutrition education, physical activity education, and leadership toward healthy community initiatives. The overall goal of the program is to achieve specific behavioral outcomes, including increased consumption of healthy foods and water, reduced consumption of unhealthy foods and sugar sweetened beverages, increased levels of physical activity, and optimization of the food system. Public Health's CFHL Program is designed to improve food access and increase food security as well as reduce the prevalence of diet related chronic diseases among low-income individuals and families in Los Angeles County (LAC) in six service categories.

The six service categories are: 1) Early Childcare and Education; 2) K-12 Schools and Afterschool Programs; 3) Healthcare Clinics; 4) Food Banks/Pantries; 5) Produce Distribution; and 6) Nutrition Education and Physical Activity.

Approval of Recommendation 1 will allow Public Health to execute amendments to extend the terms of 18 CHFL contracts to continue the provision of the CFHL Program in LAC.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to increase or decrease funding, as needed, and based on the availability of Federal, State, and/or county resources; update the statement of work and/or scope of work; and/or correct errors or omissions in the terms and conditions, as necessary to meet Public Health, County, and/or CDPH requirements. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow Public Health 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, and changes to hours of operation and/or service locations.

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

Implementation of Strategic Goals

The recommended actions support North Star 1: Make investments that transform lives: Area Goal A, Healthy Individuals and Families, and North Star 2: Foster vibrant and resilient communities, Area Goal A, Public Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost for the recommended amendments is estimated at \$7,500,000 for the period of October 1, 2025, through September 30, 2026, funded by the USDA.

There is no net County cost associated with this action.

Funding is included in Public Health's Adopted Budget for fiscal year (FY) 2025-2026 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Historically, Public Health has accepted USDA funding through CDPH to encourage low-income Californians to increase consumption of fruits and vegetables and increase levels of physical activity with the goal of preventing obesity and other diet-related chronic diseases.

As required by Board Policy 5.100, your Board was notified on February 7, 2025, of Public Health's intent to request approval to extend the term of the 18 CFHL services contracts as sole source amendments.

As required under Board Policy 5.120, your Board was notified on August 5, 2025, of Public Health's request to increase or decrease funding, as needed, and based on the availability of Federal, State, and/or county resources. This will allow Public Health to make adjustments, if needed, in the event that Public Health receives funding for these services.

County Counsel has reviewed and approved Exhibit I as to use. Attachment A is a list of the contractors whose contracts are being extended. Attachments B is the Sole Source checklist signed by the CEO.

CONTRACTING PROCESS

On September 15, 2020, your Board authorized Public Health to execute 18 new CFHL Program services contracts as a result of a competitive solicitation for the period of October 1, 2020, through September 30, 2022, and delegated authority to extend the contract term through September 30, 2025.

Public Health is planning to release a solicitation for new service contracts in fall of this year that align with CFHL Program services and latest revisions to CDPH CFHL Program requirements. In the meantime, the extension of the 18 CFHL contracts will allow for the continued provision of needed services until new contracts are executed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue the provision of CFHL Program services to continue efforts to provide nutrition education and obesity prevention activities and interventions, as well as increase food security and reduce prevalence of diet related chronic disease among low-income individuals and families in LAC.

Respectfully submitted,

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

BF:mk
#08246

Enclosures

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

**CALFRESH HEALTHY LIVING PROGRAM SERVICES CONTRACTS
EXTENSION THROUGH 2026**

	Contractor	Contract Number	Supervisory District Served	Service Planning Area Served
Category 1: Early Childcare and Education				
1	The Children's Collective, Inc.	PH-004440	2	5
Category 2: K-12 Schools and Afterschool Programs				
2	Lawndale Elementary School District	PH-004421	2	8
3	Glendale Unified School District	PH-004422	5	2
4	Pasadena Unified School District	PH-004423	5	3
Category 3: Healthcare Clinics				
5	Asian Pacific Health Care Venture, Inc	PH-004424	1	4
6	Northeast Valley Health Corporation	PH-004425	3	2
7	Venice Family Clinics	PH-004426	3	5
Category 4: Food Banks/Pantries				
8	Antelope Valley Partners for Health	PH-004427	5	1
9	Los Angeles Regional Food Bank *	PH-004428	2	6
Category 5: Produce Distribution				
10	Los Angeles Regional Food Bank *	PH-004428	1	4
11	The Protestant Episcopal Church in the Diocese of Los Angeles	PH-004429	1	4
12	Social Justice Learning Institute	PH-004430	2	8
13	Special Service for Groups, Inc.	PH-004431	5	3
Category 6: Nutrition Education and Physical Activity				
14	Glendale Adventist Medical Center Foundation	PH-004432	5	2
15	Active San Gabriel Valley	PH-004433	1	3
16	National Health Foundation	PH-004434	1	4
17	Sustainable Economic Enterprises of Los Angeles	PH-004435	1	4
18	The University Corporation	PH-004436	3	2
19	The Whole Child - Mental Health & Housing Services	PH-004437	4	7

***Agency Contract includes two categories (Category 4 and Category 5). Total of 18 contracts.**

BL #08246

SOLE SOURCE CHECKLIST

Department Name: Public Health

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

September 15, 2020

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
☐	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
☐	➤ Compliance with applicable statutory and/or regulatory provisions.
☐	➤ Compliance with State and/or federal programmatic requirements.
☐	➤ Services provided by other public or County-related entities.
☐	➤ Services are needed to address an emergent or related time-sensitive need.
☐	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
☒	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
☐	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
☐	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
☐	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
☐	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla

Chief Executive Office

Date

The Children's Collective, Inc., Lawndale Elementary School District, Glendale Unified School District, Pasadena Unified School District, Asian Pacific Health Care Venture, Inc., Northeast Valley Health Corporation, Venice Family Clinics, Antelope Valley Partners for Health, Los Angeles Regional Food Bank, The Protestant Episcopal Church in the Diocese of Los Angeles, Social Justice Learning Institute, Special Service for Groups, Inc., Glendale Adventist Medical Center Foundation, Active San Gabriel Valley, National Health Foundation, Sustainable Economic Enterprises of Los Angeles, The University Corporation, The Whole Child - Mental Health & Housing Services

**DEPARTMENT OF PUBLIC HEALTH
CALFRESH HEALTHY LIVING PROGRAM SERVICES CONTRACT**

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

and CONTRACTOR
(hereafter "Contractor").

WHEREAS, on (date of new BL) the Board of Supervisors authorized the Director of Public Health, or designee, to execute amendments to the Contract to extend the term; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term of the Contract for one additional year, increase the maximum obligation of County, and make other hereafter designated changes; and

WHEREAS, the County has been allocated funds from the United States Department of Agriculture (USDA) funding Assistance Listing Number (ALN) 10.561 passed through the California Department of Social Services and the California Department of Public Health (CDPH), and the CDPH, USDA's Gus Schumacher Nutrition Incentive Grant Program (GusNIP) funding, ALN 10.331, of which a portion has been

allocated to the Contract to support CalFresh Healthy Living (CFHL) Program services;
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 the Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.
2. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph D is deleted

in its entirety and replaced as follows:

“D. Federal Award Information for this Contract is detailed in Exhibits J, J-1, J-2, and J-3, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.”

3. 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 October 1, 2020 and will continue in full force and effect through September 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify the Public Health Division of Chronic Disease and Injury Prevention (CDIP) 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 CDIP at the address herein provided in the NOTICES Paragraph.”

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

”I. For the period of October 1, 2025 through September 30, 2026, the maximum obligation of the County for all services provided hereunder will not exceed XXXX XXXXX Dollars (\$XXXX), as set forth in Exhibit C-6, attached hereto and incorporated herein by reference.”

5. Paragraph 88, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“88. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

“Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

6. Exhibit B-6, Scope of Work, attached hereto and incorporated hereby by reference, is added to the Contract.

7. Exhibit C-6, Budget, attached hereto and incorporated hereby by

reference, is added to the Contract.

8. Exhibit J-3, Notice of Federal Subaward information, attached hereto and incorporated hereby by reference, is added to the Contract.

9. Except for the changes set forth hereinabove, all other terms and conditions of the Contract 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 its Director of Public Health, or designee, and Contractor has caused this amendment to be subscribed in its behalf by its duly authorized officer, the month, day, and year first above written.

COUNTY OF LOS ANGELES

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

CONTRACTOR NAME
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

DA#08246:mk

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
THE CHILDREN'S COLLECTIVE, INC.

CALFRESH HEALTHY LIVING PROGRAM
 CATEGORY 1: EARLY CHILDCARE AND EDUCATION
 OCTOBER 1, 2025 – SEPTEMBER 30, 2026

Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

Administrative Requirements (AR)

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
Build institutional capacity and fulfill administrative/management requirements			
AR 1. Contractor must maintain minimum appropriate staffing structure	AR 1.1. Position: Project Coordinator (One staff member @ 1.0 FTE) Experience and Educational Requirements: Master's Degree in Public Health, Nutrition Sciences, Public Policy, Social Work, or other relevant degree AND a minimum of one year of experience implementing public health or social service programs in underserved communities OR Bachelor's Degree in a similar field and a minimum of three years of experience managing grant-funded public health, social service and/or similar programs. Candidate must have experience providing administrative oversight (e.g., budget management, program tracking, reporting, staff management), assessment and evaluation, community engagement, and program implementation in underserved communities, with minimum of one year implementing nutrition education and obesity prevention programs Job Duties: Overall management, planning, and execution of the process objectives, program deliverables, reporting, supervising staff, coordinating with decision-makers, partners, and community members and acts as the liaison to Public Health	As needed through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> • Funded Partner: Resume from every staff charged on monthly invoices; for Site Champions, in lieu of resumes, maintain a roster (one list of Champions with name, title, and site name) • Public Health: Invoices kept on file with minimum mandatory staffing positions filled
	AR 1.2. Position: Health Educator (One staff member @ 1.0 FTE) Experience and Educational Requirements: Bachelor's Degree in Nutrition Sciences, Health Education or similar degree OR a minimum of two years of experience as a Health Educator in underserved communities Job Duties: Support the Project Coordinator in the management, planning, and execution of the program deliverables, reporting,		

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
THE CHILDREN'S COLLECTIVE, INC.

CALFRESH HEALTHY LIVING PROGRAM
 CATEGORY 1: EARLY CHILDCARE AND EDUCATION
 OCTOBER 1, 2025 – SEPTEMBER 30, 2026

Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
	supervising staff, and coordinating with decision-makers partners, and community members		
	AR 1.3. Position: Fiscal Analyst (One staff member @ 0.2 FTE) Job Duties: Fulfill fiscal management requirements, including tracking program expenses, preparation of monthly invoices, submission of associated back up documentation, and preparation for County, State, and federal audits		
	AR 1.4. Position: Administrative Assistant (One staff member @ 0.35 FTE) Job Duties: Support program implementation and tracking process objectives, program deliverables, including data entry, file management, logistics and coordination of meetings and other program needs, and general program support		
	AR 1.5. Position: Fifteen CalFresh Healthy Living Program ECE Site Champions (teachers, staff, parents/caregivers of children at that ECE site, etc.); one-two per participating site (estimated ~5 hours/month) Job Duties: Support CalFresh Healthy Living Program strategies in each participating ECE site		
AR 2. Contractor must complete contractual and fiscal management responsibilities	AR 2.1. Submit monthly invoices and maintain backup expense documentation	Monthly	<u>Submitted to Public Health & kept on file (Funded Partner):</u> - Monthly invoice submitted to Public Health (email to Contract Manager, CC Program Manager) - Backup documentation submitted to Public Health upon request
	AR 2.2. Public Health Division of Chronic Disease and Injury Prevention (CDIP) CalFresh Healthy Living Program Programmatic & Fiscal Audit: Complete one annual programmatic and fiscal contract review and audit by the CDIP, including Annual Contract Audit site visit, Quarterly time	6/30/26	<u>KEPT ON FILE:</u> Funded Partner: Letter of Completion <u>Upload to DIGITAL BINDER:</u> Public Health: Letter of Completion

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
THE CHILDREN'S COLLECTIVE, INC.

CALFRESH HEALTHY LIVING PROGRAM
 CATEGORY 1: EARLY CHILDCARE AND EDUCATION
 OCTOBER 1, 2025 – SEPTEMBER 30, 2026

Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
	study, Semi-Annual Certificate of Activity (SACA), and Justice for All Poster		
	AR 2.3. Public Health Contract Monitoring Unit (CMU) Audit: Complete contract review and audit by the CMU, including preparation and maintenance of documents for fiscal audit. (Note: agencies are randomly selected by Public Health and may not be required to participate)	Upon request	<u>KEPT ON FILE:</u> Funded Partner: Letter of Completion from CMU <u>Upload to DIGITAL BINDER:</u> Public Health: Letter of Completion from CMU
	AR 2.4. Federal and/or State Audit: Participate in United States Department of Agriculture (USDA) Western Regional Office (WRO)/CA Dept. of Social Services (CDSS) Management Evaluation and site visit, including preparation and maintenance of documents, (Note: agencies are randomly selected by USDA WRO/CDSS and may not be required to participate)	Upon request	<u>KEPT ON FILE:</u> Funded Partner: Letter of Completion from USDA WRO/CDSS <u>Upload to DIGITAL BINDER:</u> Public Health: Letter of Completion from USDA WRO/CDSS
AR 3. Contractor must monitor program implementation	AR 3.1. Submit a semi-annual report	3/15/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: One approved and signed semi-annual report using Public Health provided template
	AR 3.2. Submit end of year reports using Public Health provided template, which includes a year-end summary and success story	9/11/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: - One approved and signed end of year report - One approved success story
	AR 3.3. Participate in 12 monthly check-in calls	Monthly through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: Twelve Check-in call logs and notes
	AR 3.4. Participate in two semi-annual site visits by Public Health to familiarize Public Health staff with work, meet with staff, and observe strategy implementation	9/11/26	<u>KEPT ON FILE:</u> Public Health: Two Site Visit checklists and notes <u>Upload to DIGITAL BINDER</u>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
THE CHILDREN'S COLLECTIVE, INC.

CALFRESH HEALTHY LIVING PROGRAM
 CATEGORY 1: EARLY CHILDCARE AND EDUCATION
 OCTOBER 1, 2025 – SEPTEMBER 30, 2026

Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
			Public Health: Email confirmation of scheduled site visit and minimum one photo per visit
	AR 3.5. At the request of Public Health, participate in annual California Department of Public Health site visit.	As requested	<u>Upload to DIGITAL BINDER</u> Public Health: Email confirmation of scheduled site visit and site visit agenda
	AR 3.6. Complete Program Evaluation and Reporting System (PEARS) data entry for indirect activities, nutrition education classes, physical activity (PA) classes and Policy, Systems, and Environmental (PSE) site activities	Indirect and nutrition education and PA classes - monthly PSE site activities - end of each quarter	<u>PEARS (Funded Partner):</u> Enter activities into <u>PEARS</u> and kept on file <u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: <u>PEARS</u> activities exports: Program Activities, Indirect Activities, PSE Site Activities
	AR 3.7. Complete Nutrition Education Observation review, including on-site observation of nutrition education classes and activities to ensure curriculum is being implemented with fidelity, meeting compliance and quality standards for nutrition education, and in alignment with the most recently published Dietary Guidelines for Americans	9/11/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: One signed summary report and action plan
AR 4. Contractor must secure certifications and permits	AR 4.1. Obtain Food Handler certification for staff to safely handle food prior to conducting food demonstrations	As needed to comply with applicable law	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Food Handler certifications
	AR 4.2. Complete Public Health Environmental Health Temporary Food Facility (TFF) application(s) and other relevant permits to conduct food demonstrations and produce distributions (Public Health will provide procedure and documents)	As needed to comply with applicable law	<u>KEPT ON FILE and SUBMITTED TO Public Health UPON REQUEST:</u> Funded Partner: TFF permits

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCOPE OF WORK
THE CHILDREN'S COLLECTIVE, INC.

CALFRESH HEALTHY LIVING PROGRAM
 CATEGORY 1: EARLY CHILDCARE AND EDUCATION
 OCTOBER 1, 2025 – SEPTEMBER 30, 2026

Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

General Program Deliverables and Activities (GPDA)**Goals:**

- Adopt, implement, maintain, and support programs and policies that increase access to and demand for healthy food
- Adopt, implement, maintain, and support programs and policies that promote drinking water and restrict sugar sweetened beverages

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
Develop relationships, inform site staff and decision-makers, gain support to assess and implement strategies, and plan and coordinate CalFresh Healthy Living Program activities			
GPDA 1. Contractor must plan and coordinate activities	GPDA 1.1. Update a comprehensive action plan to implement CalFresh Healthy Living Program strategies	11/30/25	<u>Upload to DIGITAL BINDER & kept on file:</u> • Funded Partner: One Public Health-Approved Action Plan
	GPDA 1.2. Participate in a minimum of one meeting with organizational wellness committee and/or entity that is involved in efforts to improve ECE health and wellness to support CalFresh Healthy Living Program strategy/ policy implementation and sustainability beyond the grant term.	Ongoing through 9/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> • Funded Partner: Include minimum one meeting entry
Increase and/or maintain institutional capacity to implement CalFresh Healthy Living Program strategies.			
GPDA 2. Contractor must increase staff knowledge and skills	GPDA 2.1. Newly hired staff to view Public Health-identified SNAP-Ed orientation webinars: • Project Coordinators, Health Educators, and any other CalFresh Healthy Living staff providing direct services: Required to watch all required webinars as specified in the webinar verification form: • Fiscal Analyst and Administrative Assistant, any other administrative CalFresh Healthy Living Staff: ONLY REQUIRED TO WATCH: 1. "CalFresh Healthy Living Building Blocks for Success" and 2. "SNAP-Ed Online Civil Rights Training" only. Other webinars are optional.	Within three months of hire	<u>Upload to DIGITAL BINDER & kept on file:</u> • Funded Partner: Webinar completion verification checklist for each employee listed on invoice according to activity requirements

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Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
	ECE Site Champions: ONLY REQUIRED TO WATCH: 1. "SNAP-Ed Online Civil Rights Training" only. Other webinars are optional.		
	GPDA 2.2. All CalFresh Healthy Living program staff to complete annual SNAP-Ed Civil Rights Training.	Annually	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Annual certification of completion for all staff listed on invoice and for volunteers (in accordance with Food and Nutrition Services (FNS) guidelines)
	GPDA 2.3. CalFresh Healthy Living staff to secure and retain up to date certifications for all nutrition and physical activity curriculum, as required by curriculum developer (e.g., CATCH trainer, Leah's Pantry curriculum, Zumba, etc.)	As needed	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Active Certification(s)
	GPDA 2.4. Participate in a minimum of two collaborative calls, webinars, and/or meetings to exchange information and best practices	Ongoing through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: Two Agendas with attendees + additional notes and presentation materials as applicable
	GPDA 2.5. Attend annual SNAP-Ed Local Implementing Agencies (LIA) conference	Annually	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Picture of badge for all attendees
	GPDA 2.6. Attend All Funded Partners Meetings in Los Angeles County	Semi-annually	<u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: One Sign-in sheet per meeting
	GPDA 2.7. Participate in three <i>Nutrition Access LA</i> collaborative meetings and Food Day to address food insecurity in Los Angeles County	Ongoing through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: One Sign-in sheet per meeting
	GPDA 2.8. Participate in a minimum of two Nutrition Education and Physical Activity collaborative meetings/trainings	Ongoing through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: One Sign-in sheet per meeting
	GPDA 2.9. At the request of Public Health, participate in presentations or other forms of communications that promote CFHL nutrition education and/or program accomplishments to external	As requested	<u>MEETING/TRAINING LOG & kept on file:</u> Funded Partner: Include entry per presentation

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PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
	stakeholders, other CFHL partners, the CalFresh eligible community, etc. (e.g. CFHL Forum, All Funded Partners' Meeting, What's Cooking with CalFresh videos)		<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Presentation deck and other applicable presentation/communications materials
	GPDA 2.10. At the request of Public Health, coordinate a meeting with local/ state/ federal elected officials to highlight the impact of CFHL programming to promote sustainability	As requested	<u>MEETING/TRAINING LOG & kept on file:</u> Funded Partner: Include entry per meeting <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Presentation deck or other applicable presentation materials
	GPDA 2.11. OPTIONAL: Participate in additional coalitions, collaboratives, and/or working groups, as needed, to support improvements and development of CalFresh Healthy Living program implementation	Ongoing through 9/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> Funded Partner: Include one entry per coalition and briefly describe purpose in notes section
Increase nutrition knowledge and skills, conduct assessments, and evaluate outcomes			
GPDA 3. Contractor must conduct nutrition education activities	GPDA 3.1. At the request of the California Department of Public Health and the County of Los Angeles, participate in up to two Public Health Days of Action (Healthy Snack Day, Rethink Your Drink), reaching a minimum of 100 total children and caregivers of children (all participating sites combined)	As requested	<u>PEARS (Funded Partner): Indirect Activities (for indirect education and events only)</u> <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Minimum one photo per Day of Action Public Health: PEARS Export (for indirect education and events)
	GPDA 3.2. Participate in CalFresh Awareness Month activities reaching a minimum of 50 total caregivers of children (all participating sites combined)	5/31/26	<u>PEARS (Funded Partner): Indirect Activities (for indirect education and events only)</u> <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: One photo or screenshot of CalFresh Awareness material or event Public Health: PEARS Export (for indirect education and events)

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PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
	GPDA 3.3. Participate in 8-10 total ECE community events (all participating sites combined), (e.g., open house, back to school night, parent conferences, etc.) to promote healthy food choices using nutrition education materials provided by Public Health, conducting a recipe demonstration, or conducting a <i>Rethink Your Drink</i> demonstration, reaching a minimum of 180-200 total families (all participating ECE sites combined)	Ongoing through 9/30/26	PEARS (Funded Partner): Indirect Activities <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: One photo per event Public Health: PEARS Export
GPDA 4. Outcome Evaluation: Contractor must evaluate program impact	GPDA 4.1. Coordinate with Public Health to conduct the Site Level Assessment Questionnaire (SLAQ) for the Organizational Wellness Policy and each participating ECE site 11-13 months after previous SLAQ was completed	Ongoing through 9/30/26	PEARS (Funded Partner): PSE Site Activities <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: - Completed SLAQ Assessments Public Health: PEARS Export
	GPDA 4.2. Participate in Public Health-led evaluation of adult nutrition education activities; includes coordinating the recruitment of CalFresh Healthy Living participants.	Ongoing through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: Confirmation of participation by site
	GPDA 4.3. Conduct Adult CalFresh Healthy Living Survey for all nutrition education class series with at least four sessions over four or more weeks with the goal to achieve at least 10-30 matched pair assessments (pre and post-tests from the same person)	Ongoing through 7/31/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: <i>If completed digitally</i>, Public Health will be responsible Public Health: Data set from State <u>Entry into Online Survey Platform (Survey 123)</u> Funded Partner: <i>If completed on paper</i>-All Surveys <u>Kept On File:</u> Funded Partner: All paper surveys
Communicate output and impact of CalFresh Healthy Living Program strategies			

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PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
GPDA 5. Contractor must share information about program implementation	GPDA 5.1. Distribute prior term's Year-end Fact Sheet to ECE leadership (e.g., site administrators, food service staff, teachers, etc.) to share information about CalFresh Healthy Living Program strategies (Public Health will prepare the Year-end Fact Sheet from contractor's Term 5 implementation data and will provide to contractor for dissemination.)	9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: - One Fact Sheet - One email or other method to show distribution of fact sheet to key stakeholders
	GPDA 5.2. At the request of Public Health, participate in a press event or media promotion to promote program activities and achievements	As requested	<u>PEARS (Funded Partner): Indirect Activities</u> <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Upload press release, up to five photos of event, & any other pertinent documents

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Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

Strategy 1: Access to Healthy Food and Beverages**Sub-Strategy 1A: Free produce “pickups” & CalFresh Food Promotion****Goals:**

- Optimize and enhance the food system to support a healthy diet
- Adopt, implement, maintain, and support programs and policies that increase access to and demand for healthy food

Objective:

Coordinate and conduct a minimum of **40 free produce “pickups”** with complementary nutrition education activities and promote **CalFresh Food (formerly known as “CalFresh”, “SNAP”, and “food stamps”)**, reaching a minimum of 1,000 total children at eligible ECE sites and CalFresh eligible caregivers of children (all participating sites combined).

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
Develop relationships, inform site staff and decision-makers, gain support to assess and implement strategies, and plan and coordinate activities			
1A 1. Contractor must plan and coordinate activities	1A 1.1. Conduct and/or participate in a minimum of four meetings, phone calls, emails, or other communication methods with Public Health-funded Produce Distribution organization to discuss logistics and coordination of free produce “pickups” at participating ECE sites	Ongoing through 9/30/26	MEETING/TRAINING LOG & kept on file: • Funded Partner: Include minimum four meeting entries
	1A 1.2. Meet and/or communicate through phone calls, emails, or other communication methods with key ECE site staff a minimum of one time and as needed per participating site to provide program updates, plan and coordinate produce “pickups” and nutrition education activities, and plan for sustainability beyond the grant term.	Ongoing through 9/30/26	MEETING/TRAINING LOG & kept on file: • Funded Partner: Include minimum one meeting entry (if multiple sites attend same meeting, create a new meeting entry (row) for each site)
Increase and/or maintain institutional capacity to coordinate and facilitate free produce “pickups”			
1A 2. Contractor must increase staff knowledge and skills	1A 2.1. Provide ongoing training and technical assistance, as needed, to train ECE Site Champions and volunteers on topics such as produce display, food safety, workflow, etc.	As needed	MEETING/TRAINING LOG & kept on file: • Funded Partner: Include training entry as needed.
Increase access to healthy food through free produce “pickups”, promote CalFresh Food, conduct assessments, and evaluate outcomes			

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PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
1A 3. Continuous Quality Improvement: Contractor must assess ongoing needs and barriers; identify solutions	1A 3.1. For all free produce “pickups”, develop a tool to receive anonymous participant feedback to improve and help guide future free produce “pickups”	Ongoing through 9/30/26	<u>PEARS (Funded Partner): PSE Site Activities</u> <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Provide tool developed and summary of comments/ feedback received Public Health: PEARS Export
1A 4. Contractor must promote free produce “pickups”, CalFresh Food, and associated nutrition education classes	1A 4.1. Promote the following by distributing Public Health-approved flyers, posters, emails, social media posts, and any other form of communication reaching a minimum of 500 total children and caregivers of children (all participating sites combined): - Free produce “pickups” and associated Nut. Ed. activities - CalFresh Food - Adult taste tests and/or recipe demonstrations (1A 5.1)	Ongoing through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Two labeled photos, files or screenshots of each promotional material (six photos, files or screenshots in total)
1A 5. Contractor must conduct free produce “pickups” at ECE sites and conduct Nut. Ed activities at free produce “pickups” in ECE sites	1A 5.1. Forty free produce “pickups” minimum: - Conduct produce “pickups”, reaching a minimum of 1,000 total children and caregivers of children (all participating sites combined). Must include the following components: - Distribute Public Health approved culturally and linguistically appropriate nutrition education materials and - Recipe card and/or link to CFHL approved-recipe demonstration video - Optional: taste tests, recipe demonstrations and/or recipe ingredient bundles	Ongoing through 9/30/26	<u>PEARS (Funded Partner): PSE Site Activities (produce “pickups”); Indirect Activities (Nut. Ed. Materials); include in notes - date and recipe used for EACH recipe demo video, taste test and/or recipe demo conducted</u> <u>Record produce pickups in CalFresh Healthy Living Program Produce Distributions Tracking Form:</u> Funded Partner: One entry per pickup <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: - Eight photos or screenshots of activity; three photos or screenshots of Nut. Ed materials.

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PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
			○ Photo release forms (if applicable) • Public Health: ○ PEARS Export ○ CalFresh Healthy Living Program Produce Distributions Tracking Form

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Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

Strategy 2: Behavioral Economics**Sub-Strategy 2A: Smarter Mealtimes (SMT)****Goals:**

- Adopt, implement, maintain, and support programs and policies that increase access to and demand for healthy food
- Adopt, implement, maintain, and support programs and policies that decrease access to and demand for unhealthy food

Objective:

A minimum five ECE sites will implement **a minimum of 15 total Smarter Mealtimes (SMT)** strategies each and **improve their SMT scorecard by at least one level or maintain gold level**, reaching a minimum of 100 children.

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
Develop relationships, inform site staff and decision-makers, gain support to assess and implement strategies, and plan and coordinate activities			
2A 1. Contractor must plan and coordinate activities	2A 1.1. Meet and/or communicate through phone calls, emails, or other communication methods with key ECE site staff a minimum of one time and as needed per participating site to provide program updates, plan and coordinate Smarter Mealtimes (SMT) strategies and nutrition education activities, and plan for sustainability beyond the grant term.	Ongoing through 9/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> • Funded Partner: Include minimum one meeting entry for each site- (if multiple sites attend same meeting, create a new meeting entry (row) for each site)
Increase and/or maintain institutional capacity to implement Smarter Mealtimes (SMT)			
2A 2. Contractor must increase staff knowledge and skills	2A 2.1. Meet or communicate through phone calls, email, or other communication methods with ECE staff, as needed, to provide technical assistance and training to implement SMT strategies	As needed	<u>MEETING/TRAINING LOG & kept on file:</u> • Funded Partner: Include meeting entry as needed
	2A 2.2. Conduct two site visits per site at all participating sites, to review SMT strategy implementation and provide in-person technical assistance	Ongoing through 9/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> • Funded Partner: Include minimum two site visit entries per site, include any technical assistance provided in notes
Move children to access and choose healthy meals through Smarter Mealtimes (SMT) strategies, conduct assessments and evaluate outcomes			
2A 3. Contractor must implement Smarter Mealtimes (SMT)	2A 3.1. Implement a minimum of 15 total SMT strategies or maintain gold level at each selected ECE site, reaching a minimum of 100 children.	Ongoing through 9/30/26	<u>PEARS (Funded Partner): PSE Site Activities</u> <u>Upload to DIGITAL BINDER & kept on file:</u>

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PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
strategies in ECE settings			Funded Partner: - At least one photo of <i>each</i> SMT strategy implemented Public Health: PEARS Export
2A 4. Outcome Evaluation: Contractor must evaluate program impact	2A 4.1. Conduct one SMT scorecard assessment for each participating site in collaboration with ECE staff <i>within 11-12 months of the final Term 5 assessment</i>	9/30/26	PEARS (Funded Partner): <i>PSE Site Activities</i> Upload to DIGITAL BINDER & kept on file: Funded Partner: Completed Assessment Tools (one per participating site)
Increase nutrition knowledge and skills			
2A 5. Contractor must conduct nutrition education activities	2A 5.1. Post CalFresh Healthy Living Program educational displays, posters, and educational boards throughout ECE settings that encourage healthy food and beverage choices	Ongoing through 9/30/26	PEARS (Funded Partner): <i>Indirect Activities</i> Upload to DIGITAL BINDER & kept on file: Funded Partner: One photo or screenshot of nutrition education materials Public Health: PEARS Export
	2A 5.2. Sixty total child classes minimum: - Conduct classes complementing Smarter Mealtimes (SMT) strategies (increasing access and demand for healthy food) using the following approved CalFresh Healthy Living curricula*: - Grow it, Try it, Like it! - Learn, Grow, Eat & Grow! - Must include 30 taste tests and/or recipe demonstrations and - Reach a minimum number of 200 total children (all participating sites combined).	Ongoing through 9/30/26	PEARS (Funded Partner): <i>Program Activities</i> Upload to DIGITAL BINDER & kept on file: Public Health: PEARS Export Kept On File: Funded Partner: student attendance records
	2A 5.3. Fifteen total caregiver of children Nut. Ed. classes (single session or class series), and/or recipe demonstrations based on site needs and feasibility (all participating sites combined) minimum:		KEPT ON FILE: Funded Partner: Sign in sheets kept on file at org. site

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PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
	- Conduct classes complementing the complementing Smarter Mealtimes (SMT) strategies (increasing access and demand for healthy food) using the following approved CalFresh Healthy Living Program curricula*: - Food Smarts for Adults - Food Smarts: Waste Reduction - Around the Table: Nourishing Families - Happy, Healthy Families - Reach a minimum of 200 caregivers of children (all participating sites combined). *Additional curricula may be used, subject to Public Health review and approval.		<u>PEARS (Funded Partner):</u> <i>Program Activities (direct education)/ Indirect Activities (recipe demos); include in notes - date and recipe used for EACH taste test and/or recipe demo conducted.</i> - Demographics updated as needed using Participant Data Cards <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: One Sign-in sheet Public Health: PEARS Export

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Contractors in this Category will work with 8-10 Early Childcare and Education (ECE) sites to accomplish the following goals, outcomes, and objectives.

Strategy 3: Daily Quality Physical Activity**Sub-Strategy 3A: Improve physical activity in early childcare education****Goals:**

- Adopt, implement, maintain, and support programs and policies that increase access to and demand for healthy food
- Adopt, implement, maintain, and support programs and policies that decrease access to and demand for unhealthy food
- Adopt, implement, maintain, and support programs, policies, and enhancements to the natural and built environment to increase physical activity opportunities

Objective:

A minimum of eight-ten ECE sites will **improve physical activity in early childcare education** by training early childcare and education providers to implement Coordinated Approach to Child Health Early Childhood (CEC), reaching a minimum of 400 children.

PROCESS OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION
Develop relationships, inform site staff and decision-makers, gain support to assess and implement strategies, and plan and coordinate activities			
3A 1. Contractor must plan and coordinate activities	3A 1.1. Meet and/or communicate through phone calls, emails, or other communication methods with ECE staff a minimum of one time and as needed per participating site to provide program updates, plan and coordinate CEC classes and nutrition education activities, and plan for sustainability beyond the grant term	Ongoing through 9/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> • Funded Partner: Include minimum one meeting entry per site- (if multiple sites attend same meeting, create a new meeting entry (row) for each site)
	3A 1.2. Participate in a minimum of three meetings with organizational wellness committee and/or entity that are involved in efforts to improve ECE health and wellness to support implementation and sustainability of the organizational wellness policy finalized in Term 5.	Ongoing through 9/30/26	<u>MEETING/TRAINING LOG:</u> • Funded Partner: ○ Include minimum three meeting entries <u>Upload to DIGITAL BINDER & kept on file:</u> • Funded Partner: ○ Agendas and any applicable presentation materials
	3A 1.3. Develop an implementation plan based on Term 5 (Activity 3A 6.1) ECE organizational wellness policy recommendations and submit to Public Health for review and approval	11/30/25	<u>Upload to DIGITAL BINDER & kept on file</u> • Funded Partner: One Public Health-Approved Implementation Plan
Increase and/or maintain institutional capacity to implement CEC activities in ECE settings			
3A 2. Contractor must increase staff	3A 2.1. Schedule and conduct CEC trainings, as needed, for staff at each participating ECE site to implement CEC activities	As needed	<u>MEETING/TRAINING LOG & kept on file:</u>

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knowledge and skills			Funded Partner: Include training entry as needed
	3A 2.2. Conduct a minimum of two follow-up site visits per ECE site to review CEC implementation progress and provide in-person technical assistance	Ongoing through 9/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> Funded Partner: Include minimum of two site visit entries per site, include any technical assistance provided in notes
Increase physical activity and nutrition knowledge and skills by implementing CEC physical activity programming in ECE settings, conduct assessments and evaluate outcomes			
3A 3. Contractor must engage key stakeholders in implementation feedback	3A 3.1. Engage key stakeholders, including ECE staff and leadership and caregivers of children to provide feedback on implementation of priority organizational wellness policy recommendations as outlined in the implementation plan (3A 1.3) using methods such as surveys, meetings, listening sessions, focus groups, etc.	6/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> Funded Partner: Include meetings, as applicable <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: - Evaluation tool used - Summary of feedback results
3A 4. Contractor must promote CEC and wellness policy activities	3A 4.1 Inform caregivers of children about CEC activities by distributing Public Health-approved flyers, posters in school offices, classrooms, hallways, athletic areas, etc., and parent centers, reaching a minimum of 250 caregivers of children	Ongoing through 9/30/26	<u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: One photo or screenshot of sub-strategy informational material
	3A 4.2 Host a minimum of two meetings/ workshops with key administrative staff and key stakeholders (e.g., parents) around wellness policy topics including presentation of final wellness policy recommendations, implementation plan, and key stakeholder implementation feedback.	9/30/26	<u>MEETING/TRAINING LOG & kept on file:</u> Funded Partner: - Include minimum two meeting entries - Agendas and any applicable presentation materials
3A 5. Contractor must conduct CEC and nutrition education activities in ECE sites	3A 5.1 Distribute Public Health-approved educational materials (e.g., flyers, posters, PA brochures, learning displays, posters, and educational boards, etc.) that reinforce and encourage physical activity to children throughout the school campus, cafeteria, and parent centers, reaching a minimum of 250 children and their caregivers	Ongoing through 9/30/26	<u>PEARS (Funded Partner): Indirect Activities</u> <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: Ten photos or screenshots of nutrition education materials (5 for each target audience) Public Health: PEARs Export

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	3A 5.3 Six-hundred and twelve CEC physical activity sessions and/or CEC nutrition education sessions: ECE staff members to conduct classes, reaching a minimum of 400 total children (unduplicated) (all participating sites combined)	Ongoing through 9/30/26	<u>PEARS (Funded Partner):</u> <i>Program Activities</i> <u>Upload to DIGITAL BINDER & kept on file:</u> Public Health: PEARS Export
	3A 5.4 Ten - Fifteen total caregivers of children combination nutrition education and physical activity classes (single session or series) and/or approved PA curriculum classes minimum: - Conduct classes complementing the physical activity strategy (increased daily quality physical activity) using the following approved CalFresh Healthy Living Program curricula*: - Food Smarts for Adults - Food Smarts: Waste Reduction - Around the Table: Nourishing Families - Happy, Healthy Families - Rethink Your Drink (single session) - Walk with Ease - Must include five-ten recipe demonstrations and/or taste tests and - Reach a minimum of 250-300 caregivers of children (all participating sites combined) *Additional curricula may be used, subject to Public Health review and approval.	Ongoing through 9/30/26	<u>KEPT ON FILE:</u> <u>Funded Partner:</u> Sign in sheets kept on file at org. site <u>PEARS (Funded Partner):</u> <i>Program Activities</i> - Demographics updated as needed using Participant Data Cards <u>Upload to DIGITAL BINDER & kept on file:</u> Funded Partner: One sign-in sheet Public Health: PEARS Export

County of Los Angeles - Department of Public Health

Division of Chronic Disease and Injury Prevention

CalFresh Healthy Living Program

CATEGORY X: CATEGORY NAME

Budget

CONTRACTOR NAME

Period: October 1, 2025 through September 30, 2026

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Non-Capital Equipment/Supplies	\$ -
Materials	\$ -
Travel & Mileage	\$ -
Building/Space	\$ -
Maintenance	\$ -
Indirect Costs	\$ -
Total Program Budget	\$ -

**County of Los Angeles**

Public Health, Division of Chronic Disease and Injury Prevention

Exhibit J-3

Notice of Federal Subaward Information

Recipient Information (i)	Federal Award Information (www.usaspending.gov)																								
1. Recipient Name Antelope Valley Partners for Health	10. Federal Award Number (1) 237CACA5Q3903																								
2. Vendor Customer Code (VCC) 15180801	11. Federal Award Date (iv) 10/01/2023																								
3. Employer Identification Number (EIN) 47-0957404	12. Unique Federal Award Identification Number (FAIN) (iii) 237CACA5Q3903																								
4. Recipient's Unique Entity Identifier (ii) Data Universal Numbering System (DUNS) (www.SAM.gov) TC1JX7LM8JE8	13. Name of Federal Awarding Agency (xi) United States Department of Agriculture (USDA)																								
5. Award Project Title CalFresh Healthy Living Program	14. Federal Award Project Title (x) SNAP Nutrition Obesity Grant																								
6. Project Director or Principal Investigator Name: Michelle Fluke Title: Executive Director Address: 44226 10th Street West Lancaster, CA 93534 E-mail: mfluke@avph.org	15. Assistance Listing Number (xii) 10.561																								
7. Authorized Official Name: Kelly Vanvakaris Title: Controller Address: 44226 10th Street West Lancaster, CA 93534 E-mail: kvanvakaris@avph.org	16. Assistance Listing Program Title (xii) Supplemental Nutrition Assistance Program Education (SNAP-ED)																								
County Department Information (xi) Public Health	17. Is this Award R&D? (xiii) No																								
8. County Department Contact Information Name: Barbara Ferrer, Ph.D., M.P.H., M.Ed. Title: Director Address: 313 North Figueroa Street, Room 806 Los Angeles, CA 90012 E-mail: bferrer@ph.lacounty.gov	<table border="1"><thead><tr><th colspan="2">Summary Federal Subaward Financial Information</th></tr></thead><tbody><tr><td>18. Budget Period Start Date (vi): 10/01/2025</td><td>End Date: 09/30/2026</td></tr><tr><td>19. Total Amount of Federal Funds Obligated by this Action (vii)</td><td>\$ 430,500</td></tr><tr><td>20a. Direct Cost Amount</td><td>\$</td></tr><tr><td>20b. Indirect Cost Amount (xiv)</td><td>\$</td></tr><tr><td>20. Authorized Carryover</td><td>\$ 0</td></tr><tr><td>21. Offset</td><td>\$ 0</td></tr><tr><td>22. Total Amount of Federal Funds Obligated this Budget Period (viii)</td><td>\$ 430,500</td></tr><tr><td>23. Total Approved Cost Sharing or Matching, where applicable</td><td>\$ 0</td></tr><tr><td>24. Total Federal and Non-Federal Approved this Budget Period (ix)</td><td>\$ 430,500</td></tr><tr><td>25. Projected Performance Period Start Date (v): 10/01/2025</td><td>End Date: 09/30/2026</td></tr><tr><td>26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</td><td>\$ 430,500</td></tr></tbody></table>	Summary Federal Subaward Financial Information		18. Budget Period Start Date (vi): 10/01/2025	End Date: 09/30/2026	19. Total Amount of Federal Funds Obligated by this Action (vii)	\$ 430,500	20a. Direct Cost Amount	\$	20b. Indirect Cost Amount (xiv)	\$	20. Authorized Carryover	\$ 0	21. Offset	\$ 0	22. Total Amount of Federal Funds Obligated this Budget Period (viii)	\$ 430,500	23. Total Approved Cost Sharing or Matching, where applicable	\$ 0	24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$ 430,500	25. Projected Performance Period Start Date (v): 10/01/2025	End Date: 09/30/2026	26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$ 430,500
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26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$ 430,500																								
9. Program Official Contact Information Name: Tony Kuo, M.D., M.S.H.S. Title: Director Address: 3530 Wilshire Blvd., Suite 800 Los Angeles, California 90010 E-mail: dshah@ph.lacounty.gov	27. Authorized Treatment of Program Income N/A																								
	28. County Program Officer Signature Name: Tony Kuo, M.D., M.S.H.S. Title: Director																								
Signature/Date																									

29. Remarks

CalFresh Healthy Living Program Services Contract Number PH-004427

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/6/2025							
BOARD MEETING DATE	9/2/2025							
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th							
DEPARTMENT(S)	Mental Health							
SUBJECT	Request approval to execute a new contract with CBRE Managed Services, Inc., for the provision of facilities management services at the Centro Estrella Family Resource Center located at 4701 E. Cesar E. Chavez Ave., Los Angeles, CA 90022 as the result of a competitive solicitation.							
PROGRAM	Facilities Management Services							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No							
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable Submitted 7/22/25							
DEADLINES/ TIME CONSTRAINTS	9/2/2025							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$2,232,000</td><td>Funding source: Federal and State funds. The annual costs will be partially offset by the rent collected from Alma Family Services housed in Centro Estrella Family Resource Center.</td></tr> <tr> <td colspan="2">TERMS (if applicable): Board approval date – June 30, 2028 (3 fiscal years)</td></tr> <tr> <td colspan="2">Explanation: Fiscal Years 2025-26 through 2027-28, annual allocation for each fiscal year is \$744,000</td></tr> </table>		Total cost: \$2,232,000	Funding source: Federal and State funds. The annual costs will be partially offset by the rent collected from Alma Family Services housed in Centro Estrella Family Resource Center.	TERMS (if applicable): Board approval date – June 30, 2028 (3 fiscal years)		Explanation: Fiscal Years 2025-26 through 2027-28, annual allocation for each fiscal year is \$744,000	
Total cost: \$2,232,000	Funding source: Federal and State funds. The annual costs will be partially offset by the rent collected from Alma Family Services housed in Centro Estrella Family Resource Center.							
TERMS (if applicable): Board approval date – June 30, 2028 (3 fiscal years)								
Explanation: Fiscal Years 2025-26 through 2027-28, annual allocation for each fiscal year is \$744,000								
PURPOSE OF REQUEST	Approval of the Board Letter will allow DMH to execute a facilities management services contract with CBRE Managed Services Inc. to provide services at the Centro Estrella Family Resource Center							
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 27, 2023, the Board authorized ownership transfer of Centro Estrella Family Resource Center building located at 4701 E. Cesar E. Chavez Ave., Los Angeles, CA 90022 from Los Angeles County Development Authority to the County of Los Angeles. This building houses Roybal Family Mental Health Center operated by DMH, and DMH's contracted legal entity Alma Family Services. As the proprietor of the building DMH is responsible for obtaining facilities management services through a contract and selected CBRE through a solicitation process.							
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: Effectively Support: By bringing on a building operator will make the building support the community as needed and will not be out of service due to maintenance issues. The building houses Roybal Family Mental Health Center and ALMA Family Services program that are heavily utilized by the community. The ALMA group caters to children and adults with special needs who can benefit both physically and psychologically by using the facilities like the Aquatics Center. By having and building operator who provides a comprehensive building maintenance plan we can ensure that these types of facilities are always available to the community.							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Sustainability: Having a building maintenance operator ensures that the building mechanicals are routinely checked and maintained for optimal performance. This maximized life expectancy of the building and the mechanicals so the facility can be used by generations in the community.							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kimberly Nall, Administrative Deputy, (213) 947-6347, knall@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 787-2442, rkleinberg@counsel.lacounty.gov							



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Rimmi Hundal, M.A.
Chief Deputy Director

September 2, 2025

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW CONTRACT WITH
CBRE MANAGED SERVICES, INC., FOR THE PROVISION OF FACILITIES
MANAGEMENT SERVICES AT THE CENTRO ESTRELLA FAMILY RESOURCE
CENTER
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Request approval to execute a new contract with CBRE Managed Services, Inc., for the provision of facilities management services at the Centro Estrella Family Resource Center located at 4701 E. Cesar E. Chavez Avenue, Los Angeles, CA 90022 as the result of a competitive solicitation.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Mental Health (Director), or designee, to execute a new contract, substantially similar to Attachment I, with CBRE Managed Services, Inc., (CBRE) to provide facilities management services (FMS) at Centro Estrella Family Resource Center. The Contract will be effective upon Board approval through June 30, 2028, with the option to extend up to June 30, 2030. The Total Contract Sum (TCS) for the initial term ending June 30, 2028, is \$2,232,000. The annual amount for Fiscal Year (FY) 2025-26 and for each subsequent fiscal year is \$744,000, fully funded by federal and State funds. The annual costs will be partially offset by the rent collected from Alma Family Services housed in Centro Estrella Family Resource Center.

2. Delegate authority to the Director, or designee, to prepare and execute future amendments to the Contract in Recommendation 1; to revise the boilerplate language; revise the TCS; add, delete, modify, or replace the Statement of Work (SOW); and/or, reflect federal, State, and County regulatory, statutory and/or policy changes provided that: 1) the County's total payment will not exceed an increase of 10 percent from the Board-approved TCS in Recommendation 1; and 2) sufficient funds are available. The amendment will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).
3. Delegate authority to the Director, or designee, to terminate the Contract in Recommendation 1 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 of Recommendation 1 will allow the Department of Mental Health (DMH) to contract with CBRE for the provision of FMS at Centro Estrella Family Resource Center.

Board approval of Recommendation 2 will allow DMH to amend the Contract to revise and modify the boilerplate, TCS, and SOW as necessary, without interruption to services.

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

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan North Star 3, Realize Tomorrow's Government Today, specifically Focus Area Goal D. - Streamlined and Equitable Contracting and Procurement, and Focus Area Goal E. - Data Driven Decision Making.

FISCAL IMPACT/FINANCING

The allocation for FY 2025-26 is \$744,000, and for FY 2026-27 and 2027-28 is estimated to be \$744,000 for each fiscal year, fully funded by federal and State revenue.

Funding for FY 2025-26 is included in DMH's FY 2025-26 annual budget.

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 27, 2023, the Board authorized ownership transfer of Centro Estrella Family Resource Center building located at 4701 E. Cesar E. Chavez Avenue, Los Angeles, CA 90022, from Los Angeles County Development Authority (LACDA) to the County of Los Angeles. This building houses Roybal Family Mental Health Center, operated by DMH, and DMH's contracted legal entity Alma Family Services. As the proprietor of the building, DMH is responsible for obtaining facilities management services through a contract and selected CBRE through a solicitation process.

CBRE Managed Services, Inc., will provide full-service FMS necessary to maintain the building and grounds (including mechanical, electrical, and plumbing maintenance) along with custodial and waste management services at Centro Estrella Family Resource Center.

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

The attached Contract (Attachment I) has been approved as to form by County Counsel.

CONTRACTING PROCESS

An Invitation for Bids (IFB), Bid No. DMH02102025B1, was released on February 10, 2025, for the provision of FMS at Centro Estrella Family Resource Center, and CBRE was the only proposer to respond to the IFB. In accordance with contracting policy, the proposal was evaluated, and DMH determined that CBRE met the qualifications and had the required experience to provide FMS at the Centro Estrella Family Resource Center.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to contract with CBRE to provide FMS necessary to maintain the building and grounds at Centro Estrella Family Resource Center.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

The Honorable Board of Supervisors
September 2, 2025
Page 4

LHW:CD:KN:SK:CM:atm

Attachment

Draft



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CBRE MANAGED SERVICES INC.
FOR
FULL-SERVICE FACILITY MANAGEMENT SERVICES AT
CENTRO ESTRELLA FAMILY RESOURCE CENTER**

MH540003

Contract Number

2100 McKinney Ave., STE 900

Dallas, TX 75201

Contractor Headquarters Address

204501

Vendor Number

Contractor Headquarters' Supervisorial District Out of State

Contractor Headquarters' Service Area Out of State

Contractor Service Provision Supervisorial District(s) 1

Contractor Service Provision Service Area(s) 7

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Draft

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CBRE MANAGED SERVICES INC.
FOR
FULL-SERVICE FACILITY MANAGEMENT SERVICES**

This Contract ("Contract") and Exhibits made and entered into 2nd day of September 2025 by and between the County of Los Angeles, hereinafter referred to as "County" and CBRE Managed Services Inc., hereinafter referred to as "Contractor". CBRE Managed Services Inc., is located at 2100 McKinney Avenue, Suite 900, Dallas, TX 75201.

RECITALS

WHEREAS, County may contract with private businesses for Full-Service Facility Management Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Full-Service Facility Management Services; and

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

WHEREAS, on September 2, 2025, the Board of Supervisors authorize the Director of Mental Health, or designee to execute the contract.

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

Entire Contract: The body of this Contract, all exhibits, Statement of Work (SOW) and Fiscal 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. The exhibits listed below 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, schedule, 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 Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Fiscal Provisions
- Exhibit B-1 Invoice Template
- Exhibit C Contractor's Proposed Schedule (Not attached to Contract)
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution-
 - F1 Contractor Acknowledgment and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit H Intentionally Omitted
- Exhibit I Intentionally Omitted
- Exhibit J Charitable Contributions Certification
- Exhibit K Attestation Regarding Information Security Requirements
- Exhibit L Contribution and Agent Declaration Form

This Contract and the Exhibits hereto constitute 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) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 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.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 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 the Contractor.
- 2.1.9 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 County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Mental Health which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department

- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 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.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein.
- 3.2** 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 will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years commencing after execution and will continue in full force and effect through June 30, 2028, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term up to June 30, 2030. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a Contractor is responsible for the purposes of a future County contract or extension option.

- 4.3** The Contractor must notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 Total funding for the full term of this contract is \$2,232,000; \$744,00 per fiscal year for three (3) years. Payment provisions are described in Exhibit B (Fiscal Provisions). The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for all services specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Fiscal Provisions).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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 the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing services specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices (see Exhibit B-1), which will include the charges owed to the Contractor by the County under the terms of this Contract. Contractor's payments will be as provided in Exhibit B (Fiscal Provisions) and the Contractor will be paid only for the services approved in writing by the County. If the

County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Fiscal Provisions).

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the services for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract must be submitted to the County per Exhibit B (Fiscal Provisions).

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar 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](#)).

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount for the additional option year periods identified in Paragraph 4.2 may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the

cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase may take effect and become part of this contract, it will require a written amendment to this contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

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

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

5.7.2 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.

5.7.3 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.

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County's Administration

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

6.2 County's Project Director

Responsibilities of the County's Project Director include:

6.2.1 Ensuring that the objectives of this Contract are met; and

- 6.2.2** Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3 County's Project Manager

The responsibilities of the County's Project Manager include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's 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 County's Project Monitor

The County's Project Monitor is responsible for overseeing 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 County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

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 change 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 must coordinate with County's Project Manager and 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 must provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

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 if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract 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 These terms will also apply to subcontractors of County contractors.

7.5.5 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, agents, or subcontractors, to comply with this Paragraph, 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 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 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, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by (Director or their designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director or their designee.
- 8.1.3** The Director or their 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 Director or their 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, 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 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, 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 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

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

- 8.5.1** Within 30 business days after Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- 8.5.4** 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.
- 8.5.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.6** 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.
- 8.5.7** 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, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 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 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 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 are 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) 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. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 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 of Supervisors 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.

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-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 Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing

the Contractor's compliance with all Contract terms and conditions and performance standards. 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.

8.16 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

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 or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

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

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 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 7.5 (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 for 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 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), 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 Mental Health

Attention: **Contract Administrator**

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 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 Change 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, 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 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date 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 (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1

million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. 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

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as

its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, 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.

- **Pollution (Environmental) Liability**

Contractor must also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

8.26 Intentionally Omitted

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 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.
- 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, 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 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.
- 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, 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 when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 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 nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict (Department) 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 day, 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 and/or County's Project Director any dispute between the County and the 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, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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](#).

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The 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/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid or sent 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.

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 Any documents submitted by the 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 Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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". 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 bid 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:

- The Contractor must develop all publicity material in a professional manner; and
- 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 Director.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids 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 of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of 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, then the Contractor must file a copy of such audit report with the County's Auditor Controller 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).

8.38.3 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.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

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

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

- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

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

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

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

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

8.40.8 The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County's Project Director.

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, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the 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 ten (10) days after the notice is sent.
- 8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 Termination for Default

- 8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The

Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

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

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 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 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, service, 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:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 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 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.

8.49 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 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 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.

8.50.2 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.

8.51 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](#).

8.52 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 8.51 (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 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 2.206](#).

8.53 Time Off for Voting

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

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 Integrated Pest Management (IPM) Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 (Integrated Pest Management Program Compliance) can be found at: www.lacountyipm.org.

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

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

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

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

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

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

8.56 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.

8.57 Compliance with the County Policy of Equity

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

discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Inadvertent Access under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 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/patient information. Accordingly, Contractor will instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that

neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 9.1.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

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

9.6 Local Small Business Enterprise (LSBE) Preference Program

- 9.6.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified [in Chapter 2.204 of the Los Angeles County Code](#).
- 9.6.2** The 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.
- 9.6.3** The 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.

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

- 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;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Social Enterprise (SE) Preference Program

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

9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was

relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

- 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;

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

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

9.9 Organic Waste Recycling

- 9.9.1** As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per [Board Policy 3.190](#) and Senate Bill (SB) 1383.
- 9.9.2** The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify methods for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 9.9.3** All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to compost the acceptable materials.
- 9.9.4** The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Contractor must provide a report to the County's Project Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.10 Procurement of SB 1383-Compliant Compost and Mulch

Any compost or mulch purchased by the Contractor must be SB 1383-compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor must provide

documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Intentionally Omitted

9.14 Contractor Protection of Electronic County Information

9.14.1 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_5.200COPRCOELSTIN. 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.

9.14.2 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/for-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, including subcontractors, that create, receive, maintain, or transmit Personal Identifiable Information (PII) and Protected Health Information (PHI), acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County PII, PHI, and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

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 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
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	Intentionally Omitted
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 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Inadvertent Access under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 9.13	Intentionally Omitted
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 Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

CBRE MANAGED SERVICES INC.,

By

Name

Title

COUNTY OF LOS ANGELES

By

Lisa H. Wong, Psy.D
Director of Mental Health

APPROVED AS TO FORM:
RACHEL KLEINBERG
Sr. Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS CBRE MANAGED SERVICE INC., AT EL CENTRO ESTELLA FAMILY RESOURCE CENTER

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)
- 3 Asset Register Sample

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor must provide and coordinate full-service facility management services at the Los Angeles County (LAC or County) Centro Estrella Family Resource Center (CEFRC or Center) located at 4701 Cesar Chavez Ave. Los Angeles, CA 90022. Full-service facilities management services are the coordination of staff, processes, and systems that support the oversight of all aspects of building functions including equipment maintenance, cleaning, and groundskeeping. All services will provide for the safety and functionality of all facilities at the CEFRC - see Section 10.0 - Specific Work Requirements.

The CEFRC is a facility under the LAC Department of Mental Health's (DMH or Department) ownership. The Center integrates outpatient and supportive services for some of LAC's most vulnerable and underserved populations, including those living with mental illness, substance use disorders, and homelessness. Additionally, the Center leases space to the Associated League of Mexican Americans (ALMA), a non-profit agency, for use of offices, a childcare center, and an aquatic pool.

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

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

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections related to services provided through this Contract 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.

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 is required to attend meetings that may be called by County on an as-needed basis.

4.2 Contract Discrepancy Report

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

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within ten (10) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days of receiving the CDR.

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 DEFINITIONS

In addition to the definitions contained in Paragraph 2.0 of the sample agreement, the following definitions apply:

- 5.1 Associated League of Mexican Americans (ALMA)** The Associated League of Mexican Americans, Inc. (ALMA Family Services) was established in 1975 by East Los Angeles parents to provide, along with other purposes, a comprehensive range of direct bilingual services for the community including for those individuals with a physical and/or developmental disability and their families.

6.0 RESPONSIBILITIES

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

LACDMH

6.1 Personnel

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

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

6.2 Intentionally Omitted

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1 Contractor must provide a full-time Contractor's Project Manager (CPM) and designated alternate. County must have access to the Contractor's Project Manager or alternate during regular business hours. Contractor must provide a telephone number and e-Mail address where the Project Manager and alternate may be reached.
- 6.3.2 CPM/alternate must act as a central point of contact with the County.
- 6.3.3 CPM/alternate must have sufficient experience managing a facility of similar scope and size.
- 6.3.4 CPM/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. CPM/alternate must be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 CPM key functions include but are not limited to the following:
 - 6.3.5.1 **Facility Needs:** CPM/alternate must understand the buildings design as well as the equipment, both medical and non-medical, that is used within, and be able to identify the appropriate resources needed to address maintenance issues. This includes the maintenance and repair of equipment such as elevators. In addition, the CPM/alternate must general maintenance programs and policies regarding the removal of hazardous waste
 - 6.3.5.2 **Code Compliance:** CPM/alternate must know and understand all applicable federal, State, and local municipal laws and ordinances, as well as all applicable industry codes and standards from healthcare organizations such as, but not limited to, the Americans with Disabilities Act (ADA), requirements from the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and Centers for Disease Control and Prevention (CDC) policies.
 - 6.3.5.3 **Day-to-Day Operations:** CPM/alternate will manage the day-to-day activities of all Contractor personnel assigned to work at the CEFRC. CPM/alternate must coordinate with healthcare professionals and various departmental managers to execute work approved by County with minimal disruption to normal operation of the CEFRC. CPM/alternate will participate in emergency training and drills held by County for all building staff and ensure all Contractor personnel assigned to work at the CEFRC are properly trained.

6.3.5.4 Finances: CPM/alternate must track and report to County, upon request, any and all expenditures including routine preventive and corrective maintenance, repairs, planned replacement, major maintenance, and deferred deficiencies (i.e. backlog reduction). CPM/alternate will: meet budget and schedule commitments; develop and adhere to an operating budget for the facility; understand the facility's overall finances in order to create the budget; negotiate service agreements; and make the decision on new investments and spending priorities.

6.3.6 Contractor must provide a support team that must schedule preventive maintenance tasks to assure a uniform and detailed process that includes: all required building inspections, equipment and elevator lubrications, any required equipment and elevator tests, and adjustments.

6.4 Personnel

6.4.1 Contractor will assign a sufficient number of staff to perform the required work as specified in Paragraph 10.0 - SPECIFIC WORK REQUIREMENTS of this SOW. At least one (1) staff on site must be authorized to act for Contractor in every detail and must speak and understand English.

6.4.2 Contractor's staff will maintain necessary qualifications and licensure in order to accomplish required work, including, but not limited to, access clearances, professional registrations, and required licenses.

6.4.3 Contractor will hire, contract, or subcontract qualified and licensed service technicians to perform repairs and maintenance services stipulated in this SOW. Service Technicians used by the Contractor must be fully qualified in all aspects of maintenance to be performed, including repairs that may become necessary during the term of this Contract.

6.4.3.1 The Contractor must have and retain sufficient backup technicians who are qualified in all aspects of equipment repair and services requirements to assume the responsibilities for the maintenance of all building systems and equipment in case of emergency or other unforeseen conditions.

6.4.4 Contractor will be required to background check their staff as set forth in Paragraph 7.5, Background and Security Investigations, of the Contract.

6.5 Identification Badges

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

6.6 Materials and Equipment

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and

equipment that are deemed safe for the environment and safe for use by the employee according to Cal OSHA guidelines and material safety data sheets.

- 6.6.2 Contractor must provide its personnel the equipment, tools, materials, and other items such as necessary PPE (e.g. safety glasses, masks, work boots, ear plugs, reflective vests, gloves, etc.) as necessary to perform all services, tasks, and functions defined in section 10.0 – SPECIFIC WORK REQUIREMENTS of this SOW.

6.7 Training

- 6.7.1 Contractor must provide training programs for all new staff and continuing in-service training for all staff that perform services throughout this Contract.
- 6.7.2 All staff that perform services through this Contract must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.
- 6.7.3 Contractor and County will coordinate mandatory trainings for all staff that work in County facilities. These may be offered by County and will include mandatory trainings per federal, State and/or County mandates.

6.8 Contractor's Administrative Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service by the next business day.

7.0 HOURS/DAY OF WORK

- 7.1 Contractor must provide full-service facilities management services during the hours of 6:00 a.m. - 5:00 p.m., Monday through Friday. The Contractor is not required to provide services on [County-recognized holidays](#).

8.0 WORK SCHEDULES

- 8.1 Contractor must submit a work schedule for the CPM, CPM alternate, and any other lead staff assigned to the CEFRC to the County's Project Director upon County request. Upon County request, Contractor must also identify all required ongoing maintenance tasks and task frequencies.
- 8.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Project Manager for review and approval immediately and prior to scheduled time for work.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Contractor must collaborate with County and County-contracted agencies that provide services at the CEFRC to provide Services necessary to maintain the building and grounds at CEFRC. Contractor must perform all work in the following work requirements with existing tools, equipment, and materials. If additional materials are required Contractor must seek County's approval before any purchases are made. Additionally, all non-maintenance items not able to be completed during working hours by site personnel and subject to additional cost, inclusive of materials, must be approved by County. Services include the following:

- 10.1.1 Develop Standard Operating Procedures (SOPs) for building systems;
- 10.1.2 Develop Operations and Maintenance (O&M) protocols from O&M manuals gathered from General Contractor, to be provided by County;
- 10.1.3 Develop Asset Register for all equipment (see Exhibit A, Attachment 3 Sample Asset Register). All equipment included within Asset Register to be serviced in line with industry standards/manufacturer guidelines as well as state and local regulations.
- 10.1.4 Develop and maintain an archive system for all "as-built" documentation, warranties, and records of work completed;
 - 10.1.4.1 Whenever possible, archive files must be maintained digitally
 - 10.1.4.2 All documents must be provided to County upon request and upon termination of the agreement.
- 10.1.5 Manage groundskeeping/landscape services
 - 10.1.5.1 Plant Materials
 - A. Turf
 - i. Mowing
 - 1) Cold season turf must be maintained at two (2) inches.
 - 2) Warm season turf must be maintained at one and a half (1.5) inches (or higher, as directed, if the turf is not scalped and over-seeded annually).
 - ii. Edging
 - 1) All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or groundcover areas must be trimmed as needed to maintain a crisp and neat appearance.

- 2) A bare drift buffer zone must be maintained around the circumference of all trees, as well as the perimeter of all buildings and raised fixtures in the turf.

iii. Aerating

- 1) Turf must be aerated annually to reduce compaction, promote water penetration and limit runoff.

B. Groundcover

- i. Edging and Trimming - Groundcover adjacent to walks, curbs, paved areas, buildings, shrubs, trees and other miscellaneous objects must be trimmed as needed to maintain a neat, clean, well-defined edge and eliminate encroachment into turf or other plantings.
- ii. Trimming Method - Established plantings must be encouraged to grow and cover the ground in a solid and full manner.

C. Shrubs

- i. Pruning and Trimming - Shrubs must be pruned and trimmed as required for safety, removal of broken or diseased branches, general containment or appearance.
- ii. Pruning Method - Shrubs must be pruned and trimmed in such a manner as to retain and promote as much of the flowering and other natural characteristics of the shrub as possible.

D. Trees

- i. Pruning and Trimming
 - 2) Trees must be pruned up to a height of fifteen (15) feet as required for safety, removal of broken or diseased branches, for pedestrian or vehicular access, or ingress or egress.
 - 3) Pruning must be done in observance of proper horticultural practices by those experienced and skilled in pruning technique.
 - 4) Pruning under this specification is limited to that which may be done from the ground.
 - 5) Structural tree work must be done only upon approval or as directed by County.

ii. Staking and Supporting

- 6) Tree stakes, ties, and guy wires must be checked and corrected as needed.
- 7) Ties will be adjusted to prevent girdling.
- 8) Unnecessary stakes, ties and/or guy wire assemblies will be removed.

10.1.5.2 Irrigation

A. In General

- i. In the irrigation of all plant materials, Contractor must operate all irrigation systems in such a manner so as to obtain uniform moisture throughout the root zone.
- ii. Contractor will adjust its watering schedule equal to the percolation rate each zone is capable of receiving based on topography, soil type, plant materials, season and/or climatic factors and must utilize repeat cycles to maximize penetration and minimize runoff.
- iii. Hours of scheduled operation will be programmed to minimize disease occurrence in plant materials and to reduce possible nuisance from sprinkler operation to pedestrians or vehicles (typically, early morning hours before sunrise).

B. Operations of System

- i. Contractor must observe all systems during operation cycle at least once per month to verify effectiveness of sprinkler operation and preventive maintenance must be performed on system as needed.
- ii. Contractor will adjust and clean, as necessary, all sprinkler heads, valves, and pressure reducers to continue operation at maximum efficiency and performance.
- iii. Sprinkler heads in turf areas must be kept clear of overgrowth which may hinder maximum efficiency and performance.

10.1.5.3 Weed & Disease Control

A. In General

- i. Contractor must maintain weed & disease-free turf, groundcover, and shrubs. Contractor must also remove weeds from hardscape areas, including walkways, asphalt, brow ditches and curb lines.

- ii. Contractor must maintain disease and pest free trees where such diseases and/or pests are foreseeable, preventable, and reasonably treatable through the application of chemical controls such as insecticides and provided that insecticides can be applied systemically or through ground level topical spraying. Any overhead treatment and/or treatment for unforeseen diseases or pest invasion will be handled as Unscheduled Work per Section 9.0..
- iii. Contractor's responsibility for pest control must be limited to invertebrates. Control of rodents and other vertebrates will be handled as Unscheduled Work per Section 9.0.

B. Pesticides

- i. Adherence to Regulations – All materials used by Contractor must be in strict accordance with the California Department of Pesticide Regulation. Application and disposal of pesticides must be within the guidelines established in the California Food and Agriculture Code and the California Code of Regulations.
- ii. Timing of Application – Pesticides will be applied at times which limit the possibility of contamination from climatic and other factors. Applicator must monitor forecasted weather conditions to avoid making applications prior to inclement weather in order to eliminate potential runoff of treated areas.
- iii. Method and Manner of Application – Care must be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods used must ensure that materials are confined to the target area.

10.1.5.4 Fertilization

- A. Goal of Fertilization – Plant materials must be fertilized as required to maintain healthy color and appearance and promote perpetual growth.
- B. Number of Applications – While fertilizer requirements are dictated by the prevalent soil conditions at the site, the following is fairly typical with regard to the number of applications in a single year for specific plant materials: (a) turf – five (5) times; (b) groundcover – four (4) times; (c) shrubs – three (3) times; and (d) trees – once per year. Contractor, however, may utilize slow-release fertilizers which reduce the typical number of applications needed.

- C. Manner of Application – In making applications of fertilizer, precautions will be taken to contain these materials in the planting areas and prevent the depositing of material onto paved area. Any fertilizer deposited on paved areas will be removed immediately.

10.1.5.5 Clean-Up

- A. Removal of Debris – Contractor must remove all green waste and other debris resulting from maintenance operations and dispose of it off-site. All grass clippings deposited on roadways or walks must be removed after each mowing or trimming operation. On-site disposal of green waste must be permitted with approval of Owner's Representative. Non-organic debris not generated by Contractor must be disposed of at the job-site container, if one is available.
- B. Timing of Removal/Observation – All debris resulting from Contractor's operations must be removed by the end of the workday on each scheduled maintenance visit. All landscape areas must be patrolled whenever on site to check for vandalism, broken tree branches, rodents, insects, snails, pests and/or diseases.

10.1.5.6 Tree Trimming

- A. Tree trimming above the height of fifteen (15) feet must be considered Unscheduled Work per Section 9.0.

10.1.6 Provide Pest Management and Control Services

10.1.6.1 Exterior Rodent Bait Station – Twelve (12) Services per Year

- B. Rodent management equipment, including multi-catch traps, tamper resistant rodent bait stations, glue boards, wall markers, trap guards, etc. must be strategically placed on the interior and exterior of the facility to establish preventive management measures and to mitigate any present rodent activity.

10.1.6.2 Integrated Pest Management Program – Twelve (12) Services per Year

- C. Exterior-only general pest/Interior only as requested – Includes inspection and documentation of any conducive conditions that can negatively impact pest pressures. Exterior treatments for covered pests as needed. Refer to Appendix A – Sample Contract, Paragraph 8.55 – Integrated Pest Management (IPM) Program Compliance.

10.1.7 Provide carpeting maintenance and repair.

10.1.8 Provide plumbing maintenance and repair.

10.1.9 Provide pool maintenance and repair.

- 10.1.10 Provide heating, ventilation and air conditioning (HVAC) maintenance and repair.
- 10.1.11 Provide electronic systems maintenance and repair.
- 10.1.12 Provide electrical systems maintenance and repair.
- 10.1.13 Provide paint maintenance and repair.
- 10.1.14 Provide fire alarm systems maintenance and repair.
- 10.1.15 Provide utility management for electrical, gas and oil utilities.
- 10.1.16 Provide equipment rental.
- 10.1.17 Provide bulk waste removal.
- 10.1.18 Maintain trash compactor on an as-needed basis.
- 10.1.19 Provide elevator maintenance and repair.
- 10.1.20 Provide asset resource management.
- 10.1.21 Provide cafeteria and food service equipment repair and/or maintenance.
- 10.1.22 Provide move management administration.
- 10.1.23 Provide maintenance planning and scheduling.
- 10.1.24 Manage service requests and work order dispatch.
- 10.1.25 Manage Quality, Health, Safety and Environmental (QHSE) operations.
- 10.1.26 Provide materials/inventory management.
- 10.1.27 Manage hazardous materials management and disposal.
- 10.1.28 Provide budget management.
Contractor must submit annual operating budget, financial reports, and annual Common Area Maintenance (CAM) reconciliations to County upon request.
- 10.1.29 Conduct building inspections.
Contractor must identify and coordinate capital repairs and improvement plans for office buildings and building operating systems.
- 10.1.30 Coordinate tenant relations.
Contractor must regularly liaise with building tenants/occupants and resolve building oriented complaints.
- 10.1.31 Provide cost control and saving.
Contractor must implement cost control and savings measures to ensure facility is operated effectively, efficiently and within budget.
- 10.1.32 Provide subcontract management.
- 10.1.33 Provide technical maintenance including high and low voltage, fluid networks, and security equipment for goods and people.

- 10.1.34 Provide facility engineering including managing technical installations to ensure maintainability and reliability.
- 10.1.35 Monitor all building mechanical items, 24 hours on call.
- 10.1.36 Maintain the computerized Maintenance Management System (CMMS).
- 10.1.37 Provide emergency response planning.
Emergency response planning Includes leading emergency drills and developing evacuation plans in conjunction with County lead.
- 10.1.38 Ensure code compliance.
- 10.1.39 Provide preventive maintenance and planning.
Any planned maintenance activity that is designed to improve equipment life and avoid any unplanned maintenance activity.
- 10.1.40 Provide custodial/janitorial services.
- 10.1.41 Provide other miscellaneous services (exterior window cleaning, maintenance of key control systems, moving services, signage, etc.).

10.2 Service Requests

Contractor must establish a formal electronic tracking process to receive and respond to both routine and emergency service requests from County and County-contracted service providers located at the CEFRC. The formal process must contemplate service requests that may be submitted 24/7/365. Said process should also provide updates to the requestor on the status of the request.

- 10.2.1 Contractor must respond to service requests within a reasonable amount of time to prevent any type of service interruption. This includes the use of qualified technicians to complete all work within the response time frames specified, after notice is given to Contractor.

10.3 Disruption of Services

Contractor must provide reasonable, prior notification to County administration and all service providers on the CEFRC premises of any disruption of facility building services. Contractor must coordinate scheduled outages with County administration and provide an anticipated schedule. Outages may include utility outages, road or facility closures, etc. or disruptions caused by any maintenance or construction work (such as blocked access, pest, or herbicide spraying, HVAC down for service, etc.). Contractor must notify County of affected downtime due to emergency outages or interruptions.

Contractor must report any service requests and/or outages (scheduled or emergency) that involve the physical harm of any person(s) at the CEFRC. These events must be reported by telephone and e-Mail to the appropriate County staff as soon as reasonably possible and to the affected service provider(s) on the premises. Report must indicate steps taken to remedy the situation.

11.0 GREEN INITIATIVES

- 11.1** Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2** Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, **Attachment 2 of this SOW**, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the 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 the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Project Manager:			
Contact Person:	Telephone: () -	County's Project Manager Signature:			
Email:		Email:			
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					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
Contract: Paragraph 7.1 — Administration of Contract — Contractor's Administration	Contractor must notify the County in writing of any changes to information on Exhibit E, Contractor's Administration	Inspection & Observation
Contract: Sub-paragraph 8.38 — Record Retention & Inspection — Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files
Contract: Sub-paragraph 8.40 — Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work	Inspection & Observation
SOW: Sub-paragraph 4.1 — Meetings	Contractor's representative to attend as-needed meetings	Attendance
SOW: Sub-paragraph 10.1 — Specific Work Requirements	Contractor must collaborate with County and County-contracted agencies that provide services at the CEFRC, to provide Services necessary to maintain the building and grounds at CEFRC	Contract Compliance Review
SOW: Sub-paragraph 10.2 — Service Requests	Contractor must establish a formal electronic tracking process to receive and respond to routine and emergency service requests that may be submitted 24/7/365	Contract Compliance Review
Exhibit B — Fiscal Provisions: Paragraph 2	Contractor shall submit complete and accurate monthly invoices (see Exhibit B-1, Invoice Template) to LACDMH staff. The invoices shall include supportive documentation and shall be submitted by the 15 th day of the following month after the services month	Review of Monthly Invoices
Exhibit B — Fiscal Provisions: Paragraph 3	Contractor shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices submitted to DMH shall detail all monthly charges billed to DMH	Contract Compliance Review

ASSET REGISTER

The below equipment will be serviced and maintained to industries standards and service requirements. Material required to service the assets below but not limited to i.e., filters, belts, coolants, etc. will be billed at a separate cost.

Asset Number:	Asset Tag	SYSTEM DROP DOWN	Manufacture Master:	Model Number:	Serial Number:
0	Acorn Valve Control Panel	CONTROLS - CONTROL PANEL	Acorn Controls	LD-40W-24	D 27006200
LAB HC03 97	AHU-4 RF FED FROM DPNPDHB-7 480V 3P 3W	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC03 96	AHU-4 RF FED FROM PPEPDHA-3 480V 3P 3W	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
0	AHU -4 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 09	AHU-5	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128213 - FC - L	2005-12330 - AHU-5
LAB HC03 75	AHU-5 RF	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated
LAB HC04 06	AHU-5 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 07	AHU-5 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
0	AHU--5 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Alerton	Not Observed	Not Observed
LAB HC04 10	AHU-5 Return Fanwall	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128213 - FC-L	2005-12330 - AHU-5

LAB HC04 14	AHU-5 SF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC03 23		HVAC - PIPEWORK - GAS GOVENOR	Pietro Fiorentini	30155-OPD	MC201202102738
LAB HC03 13	CHWP-2	HVAC - PUMP	Bell and Gosset	Not Observed	C303418-01G02
LAB HC04 15	AHU-5 SF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 05	AHU-5 Supply Fanwall	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128213 - FC -L	2005-12330 - AHU- 5
LAB HC04 13	AHU-3	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128213 - FC -L	2005-12330 - AHU- 3
LAB HC04 25	AHU-3 Fanwall	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128213 - FC -L	2005-12330 - AHU- 3
LAB HC04 27	AHU-3	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 28	AHU-3	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 11	AHU-3 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
0	AHU-3 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 24	AHU-3 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 26	AHU-3 Return Fanwall	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128213 - FC -L	2005-12330 - AHU- 3

LAB HC03 59	B-1	HVAC - BOILER - CONDENSING BOILER	Lochinvar	FBN2001	1846112615290
LAB HC04 23	AHU-3 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Alerton	Not Applicable	Not Applicable
LAB HC04 22	AHU-1	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128296 - F CH - L	2005-12330 - AHU- 1
LAB HC04 21	AHU-1 Return Fanwall	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128296 - FCH-L	2005-12330 - AHU- 1
LAB HC04 18	AHU-1 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 17	AHU-1 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 16	AHU-1 RF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC03 77	AHU-1 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Alerton	Not Applicable	Not Applicable
0	AHU-1 Supply Fanwall	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128296 - FC H-L	2005-12330 - AHU- 1
LAB HC04 20	AHU-1 SF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC04 19	AHU-1 SF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed
LAB HC03 32	B-2	HVAC - BOILER - CONDENSING BOILER	Lochinvar	FBN2001	1842 112287145
LAB HC03 11	Water Treatment	CONTROLS - CONTROL PANEL	Walchem	WCT910PAADNNN- PAFINN	2009281551

LAB HC03 99	EF-18	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-080-VG-C	16703939	
LAB HC03 71	EF-15	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-161HP-VG-10-X	16703935	
LAB HC03 98	EF-17	HVAC - FAN - EXTRACT UNIT	Greenheck	USF-04-01-B3-00-01-01	16978873	
LAB HC06 36	VAV-2-520	HVAC - VAV	Price	SDV5 003	1563618-003-020	
LAB HC06 39	RA CONTROL PANEL CP-RAD 1-5		CONTROLS - BMS - OUTSTATIONS	Alerton	Not Applicable	Not Applicable
LAB HC02 96	FCU 6-3	HVAC - TERMINAL UNIT - FAN COIL	Daikin	BC.H.D.020.1.E.R.W.Y. V.V.A.V.Y.Y.Y.MV.Y. YYY.Y.N.L.Y.Y	E031424000500	
LAB HC02 92	FCU6-2	HVAC - TERMINAL UNIT - FAN COIL	Daikin	BC.H.D.020.1.E- RAN,Y.Y.V.A.M.Y.Y.Y .YV.Y.YVY.Y.N.L.Y.Y	E031424000500	
LAB HC02 91	FCU 6-1	HVAC - TERMINAL UNIT - FAN COIL	Daikin	DC.H.D.020.1.E.R.W.Y. Y.Y.A.Y.Y.Y.Y.YY.Y. YYY.Y.N.L.Y.B	E071 494000500	
LAB HC02 95	FCU 6-6	HVAC - TERMINAL UNIT - FAN COIL	Daikin	To Be Populated	To Be Populated	
0	FCU 7-2	HVAC - TERMINAL UNIT - FAN COIL	Daikin	To Be Populated	To Be Populated	
LAB HC03 31	B-3	HVAC - BOILER - CONDENSING BOILER	Lochinvar	FBN2001	1848 112730626	
0	R3 / R7 / R2	HVAC - DOSING SET - CHILLED WATER DOSING	ProMinent	Not Applicable	Not Applicable	
LAB HC06 41	VAV-2-521	HVAC - VAV	Price	SDV5 - 004	1618346-033-039	

LAB HC06 42	FCU 5-2	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	MHWW-36-H-3	WQWHC 36200309 09
LAB HC06 52	VAV-2-515	HVAC - VAV	Price	SDVS		
LAB HC06 51	VAV-2-516	HVAC - VAV	Price	SDV5 - 001	1601500-001-082	
LAB HC06 54	LPN5DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 55	LPLS5DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 57	LPLS5DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 59	RPE5DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 61	RPN5DLD	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 62	RPN5DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC03 58	B-4	HVAC - BOILER - CONDENSING BOILER	Lochinvar	FBN2001	1848 112968547	
LAB HC01 23	EF-3	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-101-vg-4-x	16703924	
LAB HC06 65	DPN5DLA	ELECTRICAL - DIST BD	General Electric	Not Applicable	Not Applicable	
LAB HC06 67	DPE5DLA	ELECTRICAL - DIST BD	General Electric	Not Applicable	Not Applicable	

LAB HC06 66	TE5DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1007G31	M0003FSF	
LAB HC06 64	TN5DB	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1008G31	1M0003FWB	
LAB HC06 56	VAV-2-516	HVAC - VAV	Price	SDV5 - 004	1618346-033-051	
LAB HC06 58	FCU 5-3	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	MHWW-38-H-3	WQWHC 3620C308 31
LAB HC06 49	RPN5DLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 48	RPN5DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 50	TF-24	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-80VG-X	16887632	
LAB HC06 72	FCU 5-4	HVAC - ACU - SPLIT UNIT	Multi Aqua	MHWW-38-H-3	WQWHC36200309 03	
LAB HC03 30		PLUMBING - PUMP	Bell and Gosset	TG577	20190319 -01098	
LAB HC01 22	EF-2	HVAC - FAN - EXTRACT UNIT	Greenheck	Cue-101hp-vg-4-x	16703923	
LAB HC06 69	VAV-5-519	HVAC - VAV	Price	SDV5 - 003	1632168-012-062	
LAB HC06 76	RPE5CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 77	RPN5CLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	

LAB HC06 78	RPN5CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 79	TF-23	HVAC - FAN - EXTRACT UNIT	Greenheck	Not Observed	Not Observed	
LAB HC06 83	RPE5BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 82	RPN5BLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 81	RPN5BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 84	TF-22	HVAC - FAN - EXTRACT UNIT	Greenheck	Not Observed	Not Observed	
LAB HC03 37	RPNPALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 20	EF-1	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-240-b-vgd-50-x	16703922	
LAB HC06 73	UPS RPE5CLA- 16,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 74	UPS RPE5CLA-20,22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 43	UPS RPE5DLC- 16,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 44	UPS RPE5DLC-20,22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 91	UPS RPE5ALA-20,22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	

LAB HC06 92	UPS RPE5ALA-24,26	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 90	FCU 5-1	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	MHWW-36-W-3	WQWHC 361906 0730
LAB HC06 88	VAV—3-520	HVAC - VAV	Price	SDVS - L 004	Not Visible	
LAB HC06 94	TF-21	HVAC - FAN - EXTRACT UNIT	Greenheck	Not Observed	Not Observed	
0		CONTROLS - BMS - OUTSTATIONS	Honeywell	301EM		
LAB HC01 21	EF-4	HVAC - FAN - EXTRACT UNIT	Greenheck	Cue-131-vg-7-x	16703929	
LAB HC06 97	RPE5ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 96	RPN5ALB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 95	RPN5ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC06 87	PAGING SYSTEM RPE5ALA-28	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC06 70	PAGING SYSTEM RPE5CLA-28	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC06 46	PAGING SYSTEM RPE5DLC-28	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC03 17	VFD-CHWP2	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed	

LAB HC03 12	VFD-CHWP1	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed	
LAB HC00 01	RPN4DLA	ELECTRICAL - DIST BD	General Electric	Not Applicable	Not Applicable	
LAB HC00 02	RPN4DLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
0		HVAC - TERMINAL UNIT - FAN COIL	Daikin	FXMQ54PBVJU	To Be Populated	
LAB HC01 51	CU-7-4	HVAC - ACU - SPLIT UNIT	Daikin	RX36NMVJUA	E000418	
LAB HC00 03	TF-20	HVAC - FAN - EXTRACT UNIT	Greenheck	Not Observed	Not Observed	
LAB HC00 04		CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable	
LAB HC00 06	PAGING SYSTEM R PE4DLC-28	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC00 05	VAV-1-409	HVAC - VAV	Price	SDV5 - 004	1618346-033-045	
LAB HC00 10	UPS RPE4DLC-16,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC00 11	UPS RPE4DLC-20,22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC00 07		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 08	FCU 4-2	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	Not Observed	Not Observed

LAB HC06 45		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC06 89		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC03 43		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC03 38		CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable	
0		SAFETY - CHECKS	Acorn Safety	S1340-BF	4456316*S1340BF	
LAB HC01 19	EF-7	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-090-VG-X	16703928	
LAB HC06 71		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC06 37		FIRE & SEC - DETECTOR - PASSIVE INFRA RED	Simplex	Not Observed	Not Observed	
LAB HC05 92	5205	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
0	5201	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC06 01	5248B	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC06 02	5303A	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC05 88	5420	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC06 08	5500A	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	

LAB HC00 12	4406	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 13	4500	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC03 42		HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	MHWW-38-H-3	WQWnc3 62003000 7
LAB HC01 50	EF-9	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-240-B-VGD-50-X	16703930	
LAB HC00 14	4201	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 15	4200B	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 16	4200A	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 17		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
0	PAGING SYSTEM RPE4ALA-28	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC00 20	UPS RPE4ALA-16,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC00 21	UPS RPE4ALA-20,22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC00 22	FCU 4-1	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	Not Observed	Not Observed
LAB HC00 19	VAV-3-418	HVAC - VAV	Price	SDV5 - 004	1618346-033-080	

LAB HC00 23	4103A	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC03 33		SAFETY - CHECKS	Acorn Safety	S1340-BF		
LAB HC01 49	EF-6	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-121-VG-4-X	16703927	
LAB HC00 24	RPN4ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 25	RPN4ALB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 26	RPE4ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 27	TF-18	HVAC - FAN - EXTRACT UNIT	Greenheck	Not Observed	Not Observed	
LAB HC00 29		FIRE & SEC - DETECTOR - PASSIVE INFRA RED	Simplex	Not Observed	Not Observed	
LAB HC00 28	RA CONTROL PANEL CP-RAD 1-4		CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicabl e
LAB HC00 31	VAV-1-401	HVAC - VAV	Price	SDV5 - 003	1632168-012-072	
LAB HC06 40		FIRE & SEC - DETECTOR - PASSIVE INFRA RED	Simplex	Not Observed	Not Observed	
LAB HC03 60	EF-1,2,3,4	CONTROLS - BMS - OUTSTATIONS	Alerton	VLC-444e	Not Applicable	
LAB HC02 58	Elevator 2	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	0TGL3A-5050-HV- SW5/8"	20CH00008	

0	5303B	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 33	4442	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 34	RPN4DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 35	PPN4DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC03 28	Heating Hot Water Control Panel		CONTROLS - BMS - OUTSTATIONS	Alerton	VLC-1188-E	Not Applicabl e
LAB HC02 48		ELECTRICAL - DIRECT CURRENT	Motion Control Engineering Inc	RESIST-R-C	3453472	
LAB HC00 36	PPN4DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 37	PPE4DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 38	PPE4DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 39	RPE4DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 40	DPE4DLA	ELECTRICAL - DIST BD	General Electric	Not Applicable	Not Applicable	
0	TN4DB	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1008G31	1 M0003FVU	
LAB HC00 42	TE4DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1007G31	1 MO003FSC	
LAB HC00 41	DPN4DLA	ELECTRICAL - DIST BD	General Electric	Not Applicable	Not Applicable	

LAB HC00 43	TE4DB	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1003G31	1M0004BR6	
LAB HC00 49	TN4DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	Not Applicable	Not Applicable	
LAB HC03 27	FCU 6-5, Control Panel	CONTROLS - BMS - OUTSTATIONS	Alerton	VLC-444e	Not Applicable	
LAB HC02 47	2	ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	Not Applicable	BB01063777	
LAB HC00 44		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 47	DCE4DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs	Not Observed	
LAB HC00 48	DCN4DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs	Not Observed	
LAB HC00 45	FCU 4-3	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	Not Observed	Not Observed
LAB HC06 68		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 50		FIRE & SEC - DETECTOR - PASSIVE INFRA RED	Simplex	Not Observed	Not Observed	
LAB HC00 51	VAV-3-414	HVAC - VAV	Price	SDV5 - 004	1618346-033-040	
0	EWB-2	ELECTRICAL - WATER HEATER - DIRECT FIRED	AO Smith	DEL-10 102	2101122603583	
LAB HC03 50		HVAC - DOSING SET - CHILLED WATER DOSING	Dawson Co	DB-5HD/RED	0420	

LAB HC02 62	Elevator 6	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	TMGL2-3550-HV- 10MM	20BV00081	
LAB HC00 54	VAV-4-401	HVAC - VAV	Price	SDV5-001	1601500-001-095	
LAB HC00 59	4240	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
0	4300B	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
0	VAV-4-409	HVAC - VAV	Price	SDV5-002	1649911-018-058	
LAB HC00 60	4300A	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 61	PAGING SYSTEM RPE4CLA-24	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC00 64	UPS RPE4CLA-16,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC03 51		HVAC - TERMINAL UNIT - FAN COIL	Daikin	E031424000400	To Be Populated	
0	Elevator 5	HVAC - DOSING SET - CHILLED WATER DOSING	Torin Drive	TWGL2-3550-HV- 10MM	19BV00020	
LAB HC00 63	UPS RPE4CLA-20,22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC00 62		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC00 66	FCU 4-4	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	Not Observed	Not Observed
LAB HC00 65	VAV-5-414	HVAC - VAV	Price	SDV5 - 004	1618346-033-042	

LAB HC00 70	RPN4CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 73	RPN4CLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC00 71	RPE4CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
0		PLUMBING - PUMP	Armstrong	ARMfIO E32.2B	100166402	
LAB HC02 46		ELECTRICAL - DIRECT CURRENT	Motion Control Engineering Inc	RESIST-R-C	3453624	
LAB HC00 72	TF-19	HVAC - FAN - EXTRACT UNIT	Greenheck	Not Observed	Not Observed	
LAB HC01 54	RPN3DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 55	LPN3DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 56	LPLS3DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 57	LPLS3DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 58	RPE3DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 59	DPE3DLA	ELECTRICAL - DIST BD	General Electric	Not Applicable	Not Applicable	
LAB HC01 62	TE3DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1007G31	1 M0003FSE	

LAB HC01 67	DPN3DLA	ELECTRICAL - DIST BD	General Electric	Not Applicable	Not Applicable	
LAB HC01 66	TN3DB	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1008G31	*1 M0003FV	
LAB HC02 45	5	ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	Not Applicable	233570	
LAB HC01 65	DCE3DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs	Not Observed	
LAB HC01 60	DCN3DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs	Not Observed	
LAB HC01 61		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC01 69		FIRE & SEC - DETECTOR - PASSIVE INFRA RED	Simplex	Not Observed	Not Observed	
LAB HC01 75	VAV-3-318	HVAC - VAV	Price	SDV5-004	1563618-004-075	
LAB HC01 76		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC01 87	RPE3ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	1208		
LAB HC01 88	TF-14 EF-28 Control Panel	CONTROLS - BMS - OUTSTATIONS	Not Observed	Not Observed	Not Observed	
LAB HC01 92	RPE3BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 94	3300	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	

0	RPEPALA	ELECTRICAL - DIST BD - LOW VOLTAGE	ABB	Not Applicable	Not Applicable	
0	CHILLED WATER SYSTEM CONTROL PANEL (should be: REFRIGERANT LEAK DETECTION CONTROL PANEL)		CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	D 76995979
LAB HC02 44		ELECTRICAL - DIRECT CURRENT	Motion Control Engineering Inc	RESIST-R-C	3453627	
LAB HC01 99	FCU-3-4	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	Not Observed	Not Observed
LAB HC01 98	RPE3CLA-24	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
0	EF-27	HVAC - FAN - EXTRACT UNIT	Not Observed	Not Observed	Not Observed	
LAB HC02 06	TF-16	HVAC - FAN - EXTRACT UNIT	Greenheck	Not Observed	Not Observed	
LAB HC02 08		FIRE & SEC - DETECTOR - PASSIVE INFRA RED	Simplex	Not Observed	Not Observed	
LAB HC02 15	RPE3DLC-1	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC02 16	FCU 3-2	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	Not Observed	Not Observed
LAB HC04 33	2200C	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC04 34	2590	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC04 38	RPN2BLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	

LAB HC02 55	Elevator 9	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	OTGL2A-4050-HV- SW-1/2"	20BW00047	
LAB HC04 37	RPN2BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 40	RPE2DLC-26	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC04 41		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC04 46	2300A	FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
LAB HC04 47	RPE2CLA-28	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124	Not Observed	
LAB HC04 48		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC04 56	RPE2CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 55	RPN2CLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 54	RPN2CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
0		ELECTRICAL - DIRECT CURRENT	Motion Control Engineering Inc	RESIST-R-C	3453638	
LAB HC04 63	UPS RPE2ALA- 19,21	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC04 65	UPS RPE2ALA- 15,17	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	

LAB HC04 66		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC04 64	VAV-4-2-19	HVAC - VAV	Price	SDV5-004	1618346-033-037	
LAB HC04 70	RPN2ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 71	RPN2ALB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 75	Control Panel TF-9,10	CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicable	
LAB HC02 10	3468A	FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable	
LAB HC02 17	Lighting Control	CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable	
LAB HC02 19	RPN3DLD	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC02 56	9	ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	Not Applicable	BB01063780	
LAB HC02 20	RPN3DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
0	Rpn3dlb	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC02 18	TF-17	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-80-VG-X	16722503	
LAB HC01 71	VAV 1-306	HVAC - VAV	Price	SDV5-004	1554850-011-019	

LAB HC01 74	RA CONTROL PANEL CP- RAD 1-3	HVAC - VAV	Price	SDV5-004	1554850-011-095	
LAB HC01 78		FIRE & SEC - FIRE ALARM SYS - MAIN PANEL	Corning	To Be Populated	To Be Populated	
LAB HC01 80	PAGING SYSTEM RPE3ALA-20	COMMS - CALL SYSTEMS - PAGING	Valcom			
LAB HC01 83	DAS RPE3ALA-16	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC03 36	VFD-HHWP-2	CONTROLS - CONTROLLER	Danfoss	174Z2417	039004Y210	
LAB HC01 29	EF-28	HVAC - FAN - EXTRACT UNIT	Not Observed			
LAB HC01 84	TF-14	HVAC - FAN - EXTRACT UNIT	Greenheck			
LAB HC01 86	RPN3ALB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
0	3280A	FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable	
LAB HC01 91	RPN3BLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 95		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC02 00	VAV-5-318	HVAC - VAV	Price	SDV5 - 003	1554850-010-089	
LAB HC02 03	RPE3CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	

LAB HC02 09	3468B	FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable	
LAB HC03 20	RPNPCLA	ELECTRICAL - DIST BD	General Electric	AQF3422JTX	AXF2S5	
LAB HC02 14		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC02 11	Vav-2-316	HVAC - VAV	Price	SDV5 - 004	1563618-004-090	
LAB HC04 80	RPN2DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 82	PPN2DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 84	PPN2DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 85	PPE2DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 89	PPE2DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 90	RPE2DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 93	DPE2DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 94	TE2DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1007G31	1 M0003FS9	
LAB HC03 10		HVAC - EXP VESSEL - CHILLED WATER EXPANSION	Not Observed	Not Observed	Not Observed	

LAB HC04 97	DPN2DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC04 95	TN2DB	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1008G31	1M0003FVQ	
LAB HC04 92	DCE2DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs		
LAB HC04 91	DCN2DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs		
LAB HC04 86	TE2DB	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1003G31	1M0004BER	
LAB HC04 87	TN2DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric			
LAB HC04 88		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC04 83	FCU 2-3	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC04 81	VAV-2-220	HVAC - VAV	Price	SDV5 - 004	1563618-004-098	
LAB HC03 19		HVAC - DOSING SET - CHILLED WATER DOSING	Not Observed	Not Observed	Not Observed	
LAB HC01 79		FIRE & SEC - FIRE ALARM SYS - MAIN PANEL	Simplex			
LAB HC04 57	TF-12	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-80-VG-X	16722497	
LAB HC04 62	PAGING SYSTEM RPE2ALA-16	COMMS - CALL SYSTEMS - PAGING	Valcom			

LAB HC04 67	FCU 2-1	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC04 98		CONTROLS - BMS - OUTSTATIONS	Cisco	Not Applicable	Not Applicable	
LAB HC04 73	TF-9	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-80-VG-X	16722494	
LAB HC04 72	RPE2ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 37	EF-10	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-240-B-VGD-50-X	16703931	
LAB HC01 68		FIRE & SEC - DETECTOR - PASSIVE INFRA RED	Simplex			
LAB HC01 77		HVAC - TERMINAL UNIT - FAN COIL	Daikin		To Be Populated	To Be Populated
LAB HC01 81		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC01 82		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC01 85	RPN3ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC01 90	RPN3BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC01 93	TF-15	HVAC - FAN - EXTRACT UNIT	Greenheck	To Be Populated	To Be Populated	
0	UPS RPE3CLA- 20, 22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	

LAB HC01 96	UPS RPE3CLA- 16, 18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC01 97	RPN3CLB	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC01 34	EF-8	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-131-VG-7-X	16703929	
LAB HC02 04	RPN3CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC02 05	UPS RPE3DLC- 7,9		General Electric			
LAB HC02 12	RPE3DLC-11-13	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC02 13		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC04 36	RPE2BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC04 39	TF-11	HVAC - FAN - EXTRACT UNIT	Greenheck	To Be Populated	To Be Populated	
LAB HC04 42	UPS RPE2DLC- 18, 20	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC04 43	UPS RPE2DLC- 22, 24	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
0		HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC03 55		HVAC - CYLINDERS	Lochinvar	THG1500J	120707093	

0	FCU 6-6 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Climatec	VLC-444e	D 76995942	
LAB HC01 35	EF-12	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-095-VG-6-X	16703933	
0	VAV-1-212	HVAC - VAV	Price			
LAB HC04 50	RPE2CLA-17,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC04 51	UPS RPE2CLA- 16,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
0	ADD-19	HVAC - VAV	Price			
LAB HC04 99		FABRIC - DOORS	Not Applicable	Not Applicable	Not Applicable	
0	RPN1CLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 09	RPN1CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 06	RPE1CLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 10	RPN1BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC01 36	EF-11	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-095-VG-6-X	16703932	
LAB HC05 12	RPN1BLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 13	RPE1BLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			

LAB HC05 16	RPE1CLA-15, 17	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC05 15		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC05 17	Gateway 5 Control Panel		0			
LAB HC05 22	RPE1DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
0	LPN1DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
0	LPLS1DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 23	RPN1DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
0	DPE1DLA	ELECTRICAL - DIST BD	General Electric			
LAB HC01 32	KEF-1	HVAC - FAN - EXTRACT UNIT	Greenheck	UISF-27-3- B4 00-01-01	1674574420G	
0		ELECTRICAL - DIST BD	General Electric			
0	TE1DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric			
LAB HC05 39	RPE1DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 37	RPN1DLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 44	FCU 1-2	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC05 55	UPS RPE1BLA-28, 30	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated

LAB HC05 58	RPE1ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 62		ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC08 07	control panel RF-14 Kef-2	FIRE & SEC - PUMP	Bell and Gosset			
LAB HC08 08		CONTROLS - CONTROL PANEL	Firetrol Inc	To Be Populated	To Be Populated	
LAB HC01 33	VFD-KEF-1	CONTROLS - CONTROLLER	ABB	ACH		
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
0	MUA-1	HVAC - AHU - EXTERNALLY LOCATED	Greenheck	MSX-P120-H22	16556378	
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 27	FCU B-7	HVAC - TERMINAL UNIT - FAN COIL	Daikin	To Be Populated	To Be Populated	
LAB HC06 22	VAV-2-B07	HVAC - VAV	Price			
LAB HC06 28	FCU B-9	HVAC - TERMINAL UNIT - FAN COIL	Daikin	To Be Populated	To Be Populated	
LAB HC06 24	hv-1	ELECTRICAL - HIGH VOLTAGE - MAIN SWITCHGEAR	Not Observed			
LAB HC06 23	FCU B-8	HVAC - TERMINAL UNIT - FAN COIL	Daikin	To Be Populated	To Be Populated	

LAB HC06 26		DWS - BOOSTER	Wilo			
LAB HC01 48	EF-13	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-161-A-X	16703934	
LAB HC07 76	LPLBDHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 77	TLB1DA	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC07 79	RPNBDLE	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 56	RPNBDLD	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 78	RPNBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 55	RPNBDLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
0	APNBDLA	ELECTRICAL - HIGH VOLTAGE	Not Observed			
LAB HC07 57	RPEBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC07 86	ESWBDBDB-5	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC01 47	VFD-EF-13	CONTROLS - CONTROLLER	ABB	ACH		
LAB HC07 89		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	

LAB HC07 90		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 33		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC06 32		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC08 14	WH-1	DWS - CALORIFIER	Lochinvar			
LAB HC08 18	ET-1	HVAC - EXP VESSEL	Not Observed			
LAB HC07 91	FCUB-10	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC07 94		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC01 16	CU-7-3	HVAC - ACU - SPLIT UNIT	Daikin	RXTQ36TAVJ9A	E000992	
0	FCU B-14	HVAC - TERMINAL UNIT - FAN COIL	ABB			
LAB HC07 03	RPNBBLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 02	RPNBBLD	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
0	VAV 1-B51	HVAC - VAV	Price			
0	HV-4	ELECTRICAL - SWITCHGEAR	Not Observed			

LAB HC07 06	FCU B-5	HVAC - TERMINAL UNIT - FAN COIL	Daikin	To Be Populated	To Be Populated	
0	RPNBBLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 18	300A Busduct	ELECTRICAL - HIGH VOLTAGE - MAIN SWITCHGEAR	General Electric			
LAB HC07 19	RPNBBLA	ELECTRICAL - DIST BD	Not Observed			
LAB HC01 52	CU-7-2	HVAC - ACU - SPLIT UNIT	Daikin	RXTO6OTAVJU	F005510	
LAB HC07 22	RPNBBLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 17	FCU B-5	HVAC - TERMINAL UNIT - FAN COIL	Daikin	To Be Populated	To Be Populated	
LAB HC05 19		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC05 14	RPE1CLA-2	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124		
LAB HC05 18	FCU 1-4	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC05 24	LPLS1DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric			
LAB HC05 30	TN1DB	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1008G31	1M0003FW4	
LAB HC05 25	DCE1DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs		

LAB HC05 31	DCN1DA	ELECTRICAL - HIGH VOLTAGE	ABB			
LAB HC05 38	RPN1DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC01 18	CU-6-1	HVAC - ACU - SPLIT UNIT	Daikin	RXTQ60TAVJU	F00549g	
LAB HC05 43	TF-8	HVAC - FAN - EXTRACT UNIT	Greenheck		16624944	
LAB HC05 50	VAV-1-117	HVAC - VAV	Price			
LAB HC05 48	Gateway 1,2 & 4 Area D, Control Panel		CONTROLS - BMS - OUTSTATIONS	Not Observed		
LAB HC05 49		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC05 52		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC05 54	Gateway 3 Area A, Control Panel	CONTROLS - BMS - OUTSTATIONS	Not Observed			
LAB HC05 53	RPE1BLA-20	COMMS - CALL SYSTEMS - PAGING	Valcom			
LAB HC05 61	RPN1ALC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC05 60	RPN1ALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC08 06	EF-14	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-100-VG 4-X	16558969	

LAB HC01 17	CU-7-1	HVAC - ACU - SPLIT UNIT	Daikin	RXTQ60TAVJU	F005512	
LAB HC08 00		HVAC - CONDENSER - AIR COOLED	Refrigeration Design Technologies	ZS2-04Z-CT3-AEC	20-9-4-23792	
LAB HC08 10		DWS - CALORIFIER	Chronomite Laboratories Inc	CHSON-208-104-125	1341526	
LAB HC08 23	RPEBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC08 24	RPNBDLF	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC08 25	RPNBDLG	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC08 22		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC08 21	FCU B-7/8/9	CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicable	
LAB HC06 29	FCU B-12	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC07 70	PPEBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 71	ESWBDBDB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC03 56		HVAC - BOILER - GAS	Lochinvar	PFN1302	2034 120597826	
0	CH-1	HVAC - CHILLER - RECIPROCATING	Daikin	WME106CSCSNA	STNU200700069	

LAB HC02 59	1	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	OTCL3A-5050-HV-SN- 5/8"	20CH00009	
LAB HC07 73	PPNBDLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 74	PPNBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 51	PPNBDHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 81		ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs		
LAB HC07 84	SP136202	TRANSPORT - ELEVATOR - PASSENGER LIFT HYDRUALIC	Lincoln Motors	SD2S40Z61YEH3	WX20006679-8008	
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC08 12		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC08 11	RPEBCLA-25	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124		
LAB HC08 15	OF1465-50TM	DWS - SOFTENER	Watts	1465	020421	
LAB HC07 93		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC02 60	FC-7-1	HVAC - TERMINAL UNIT - FAN COIL	Daikin	FXMQ54PBVJIJ	To Be Populated	
LAB HC07 92	RPEBDLC-23	COMMS - CALL SYSTEMS - PAGING	Valcom	Vp-6124		

LAB HC06 98	ATSEBDHC	ELECTRICAL - SWITCHGEAR	Zenith	ZBTSD0B10160F	151789010-300-1	
LAB HC07 01	ATSLSBDHA	ELECTRICAL - SWITCHGEAR	Zenith	ZBTS00B00022F	151789010-10-1	
LAB HC07 05	FCU B-14 Control Panel	CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicable	
LAB HC07 09	RPNBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 08	DPNBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 10		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC07 12	RPNBBLE	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 13	FCU B-4/5/6	CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicable	
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC02 43	1	ELECTRICAL - DIRECT CURRENT	MCE	Resist-R-C	3453469	
LAB HC07 28	RPEBALA-27	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124		
LAB HC07 29	RPEBALA-31	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC07 33	DAS	FIRE & SEC - FIRE ALARM SYS - MAIN PANEL	Advanced RF Technologies	ADXV-R-25VU-N4X		

LAB HC07 36	RPEBALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 37	RPNBALC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 41	RPEBALA	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC07 43	ESWBDBDB-4	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC07 64	RPEMPOEB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 65	RPEMPOEA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC07 66	RPNMPOEA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC02 38	1	ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	Not Applicable	BB01063776	
LAB HC07 67	ER-DAS HEADEND	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC07 48		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC07 49	FCU B-1 Control Panel	ELECTRICAL - BATTERY - UPS	Eaton	93PM-L-120	EQ144UJJ05	
LAB HC07 63	FCU B-1	CONTROLS - BMS - OUTSTATIONS	Not Observed			
LAB HC05 20	VAV-5-114	HVAC - VAV	Price	SDV - 5 005	1554830-012-019	

0	VAV-2-117	HVAC - VAV	Price			
LAB HC05 26	FCU 1-3	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated
LAB HC02 39	6	ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	Not Applicable	BB01063772	
LAB HC05 33		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable	
LAB HC05 40	RPN1DLF	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC05 41	RPN1DLE	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC05 42	RPN1DLD	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC05 45	PAGING SYSTEM RPE1 DLC-24	COMMS - CALL SYSTEMS - PAGING	Valcom	VP-6124		
LAB HC05 46	UPS RPE1DLC-16,18	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC05 47	UPS RPC1DLC-20,22	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable	
LAB HC05 51	VAV-3-124	HVAC - VAV	Price	SDV5 - 005	1492319-003-002	
LAB HC05 59	RPN1ALB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable	
LAB HC08 05	PPNDHA - 7,9,11	CONTROLS - BMS - OUTSTATIONS	Firetrol Inc	FZ1114237	2PATO2	

LAB HC02 63	3	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	0TGL3A-5050-HV-SW- 678	ZOCH00007		
LAB HC07 99	KEF-3	HVAC - FAN - EXTRACT UNIT	Danfoss	To Be Populated	To Be Populated		
LAB HC07 98	VFD-KEF-3	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated		
LAB HC07 97		ELECTRICAL - GENERATOR - DIESEL	Caterpillar	SA3ENG10853	92324E1		
LAB HC06 16	VAV-2-B04	HVAC - VAV	Price	SDV5 - 002	1549592-009-078		
LAB HC06 17	VAV-2-B10	HVAC - VAV	Price	SDV5 - 001	1549592-008-074		
0	HV-3	ELECTRICAL - SWITCHGEAR	Zinsco				
LAB HC08 26		ELECTRICAL - HIGH VOLTAGE - MAIN SWITCHGEAR	Kinney		557760		
LAB HC08 20	METERING CABINET SUBSTATION "A"		UTILITY - METER - ELECTRIC		Kinney	Not Applicabl e	55 77 60
LAB HC08 19		DWS - PUMP - BOOSTER SET	Baldor Relance				
LAB HC08 19		DWS - PUMP - BOOSTER SET	Baldor Relance				
LAB HC08 19		DWS - PUMP - BOOSTER SET	Baldor Relance				
LAB HC02 64	4	TRANSPORT - ELEVATOR - TRACTION	Holistic Whitney	HW-624			

LAB HC07 72	TEBDB	ELECTRICAL - TRANSFORMER - RESIN	General Electric				
LAB HC07 50	TNBDA	ELECTRICAL - TRANSFORMER - RESIN	General Electric				
LAB HC07 58	TEBDA	ELECTRICAL - TRANSFORMER - RESIN	General Electric				
LAB HC07 52		ELECTRICAL - TRANSFORMER - RESIN	General Electric				
LAB HC07 53	APNBDLE	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC07 54	APNBOLD	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC07 75	APNBDLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC07 60	FCU B-11	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated	
LAB HC07 82		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable		
LAB HC07 85	Elevator 10 Controller	CONTROLS - CONTROL PANEL - UNIT CONTROLLER LIFT	Otis				
LAB HC02 67	3	ELECTRICAL - DIRECT CURRENT	MCE	Resist-R-C	3453475		
LAB HC07 88		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
LAB HC06 34	VAV-2-B06	HVAC - VAV	Price	SDV5 - 004	1554850-011-003		

LAB HC06 31	PRV-1, PRV-2	HVAC - PIPEWORK - GAS GOVENOR	Maxitrol	Not Applicable	Not Applicable		
LAB HC07 95	VAV-2-B09	HVAC - VAV	Price	SDV5 - 003	1492319-003-002		
LAB HC06 99	ATSEBDHA	ELECTRICAL - MAIN SWITCH	Zenith	ZBTSDOB00040F	151789010-100-1		
LAB HC07 00	ATSEBDHB	ELECTRICAL - SWITCHGEAR	Zenith	ZBTSDOB10200F	151789010-190-1		
LAB HC07 04		ELECTRICAL - HIGH VOLTAGE - MAIN SWITCHGEAR	General Electric				
LAB HC07 15	SUBSTATION D	ELECTRICAL - SWITCHGEAR	General Electric	OSP-0042-10	10095799P1		
LAB HC07 21	METERING CABINET SUBSTATIONS C, D & E	UTILITY - METER - ELECTRIC			Kinney	Not Applicabl e	55 77 60
LAB HC07 14	UNIT SUBSTATION E	ELECTRICAL - SWITCHGEAR	Zinsco				
LAB HC02 69	3	ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	Not Applicable	BB01063775		
LAB HC07 23	DPNBBLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC07 16	FCU B-4	HVAC - TERMINAL UNIT - FAN COIL		Daikin	To Be Populated	To Be Populated	
LAB HC06 35		DRAINAGE - WASTE DISPOSAL - COMPACTOR	Marathon	51623888	5/17/21		
LAB HC07 27	VAV—1-B49	HVAC - VAV	Price	SDV5 - 004	1563618-004-051		

LAB HC07 34	FCU B-2	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated	
LAB HC07 32		ELECTRICAL - EARTHING	Not Applicable	Not Applicable	Not Applicable		
LAB HC07 30	UPS RPEBALA- 19,21	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
LAB HC07 31	UPS RPEBALA- 15,17	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
LAB HC07 39	RPNBALA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC02 68	4	ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	Not Applicable	BB01063774		
LAB HC07 38	RPNBALB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC07 35	TF-1	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	Elevator 12 hydraulic pump motor		TRANSPORT - ELEVATOR - PASSENGER LIFT HYDRUALIC	Otis	AAA20390AF1	B 06 7741083- 0002 M 0001	
LAB HC07 61	Emergency Manual Release	FIRE & SEC - FIRE SUPP - FIRE SUPPRESSION SYSTEMS	Reliable				
LAB HC07 69	FCU B-1	HVAC - TERMINAL UNIT - FAN COIL		Daikin	To Be Populated	To Be Populated	
LAB HC07 68	TF-2	HVAC - FAN - EXTRACT UNIT	Greenheck				

LAB HC07 46	DAS	FIRE & SEC - FIRE ALARM SYS - MAIN PANEL	Advanced RF Technologies	PSR-VU-9537-X			
LAB HC07 47		FIRE & SEC - FIRE ALARM SYS - MAIN PANEL	Simplex	4100ES			
LAB HC07 62	VAV-1-B46	HVAC - VAV	Price				
LAB HC02 24		CONTROLS - CONTROL PANEL - UNIT CONTROLLER LIFT	Nidec MCE	i-AC-01	3453629		
LAB HC03 57		HVAC - BOILER - GAS	Lochinvar	PFN1302	2034 120597825		
LAB HC02 70		ELECTRICAL - DIRECT CURRENT	MCE	Resist-r-c	3453478		
LAB HC02 23		CONTROLS - CONTROL PANEL - UNIT CONTROLLER LIFT	Nidec MCE	i-AC-01	3453632		
LAB HC02 26		ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Solutions	233568	BB01063779		
LAB HC02 25	I-central-CUE	CONTROLS - CONTROL PANEL - UNIT CONTROLLER LIFT	Nidec MCE	I-Central-CUE	3453635		
LAB HC03 62		HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc				
LAB HC03 87	EF-15,16,18,19	CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicable		
0		CONTROLS - BMS - OUTSTATIONS	Alerton				
LAB HC03 47	VFD-CT1-2	CONTROLS - CONTROLLER	Danfoss	177U2559	185B1398		

LAB HC03 94		SAFETY - CHECKS	Acorn Controls	S1340-BF			
LAB HC02 28	Elevator 7 Motor	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	505d-HIV-SN-5/8	20CH00005		
LAB HC02 27	Elevator 8 Motor	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	OTGL3A-5050-HV-SN- 5/8"	20CH0006		
LAB HC02 66	FC-7-3	HVAC - TERMINAL UNIT - FAN COIL	Daikin	FXMQ36PBVJU	E014925		
LAB HC02 30	Elevator 8 Resistor	ELECTRICAL - DIRECT CURRENT	Motion Control Engineering Inc	RESIST-R-C	2020095858		
LAB HC03 61	AHU-2	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128318 -F CH.L	2005-12330 - AHU- 2		
LAB HC03 89	AHU-2 Supply Fan Wall	HVAC - AHU - EXTERNALLY LOCATED	Not Observed				
0	AHU-2 SF FED FROM DPNPDH	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
LAB HC03 88	AHU-2 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Alerton				
LAB HC03 90	VFD- -EF-16	CONTROLS - CONTROLLER	Danfoss	177U2273	045204Y210		
LAB HC03 80	CT-1	HVAC - COOL TOWER - GALVANISED METAL	Baltimore Aircoil Company	To Be Populated	To Be Populated		
LAB HC03 93	VFD-CT1-1	CONTROLS - CONTROLLER	Danfoss	177U2559	044604Y210		
0	Cooling Tower Circulation Pump	HVAC - PUMP	Weg	01036E215JM-W22	12357277		

LAB HC03 79	Cooling Tower Circulating Pump Control	CONTROLS - BMS - OUTSTATIONS	Amiad water systems	200107-000114	10180271 SO:262725		
LAB HC02 54	FC-7-4	HVAC - ACU - SPLIT UNIT	Daikin	FTX36NVJU	E027463		
LAB HC04 00	FXA-700	HVAC - EXP VESSEL	Wessels	HD186 2:1 SH.203	332169		
LAB HC05 91		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC05 93		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 95		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC06 03		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC06 06		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC05 98		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC05 99		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC06 05		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		PLUMBING - WATER TREATMENT	Not Observed	CN4-850	Part:100289340		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 75		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		

LAB HC00 74		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC00 76		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 77		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 78		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 79		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 80		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 81		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC03 35	VFD-HHWP-1	CONTROLS - CONTROLLER	Danfoss	17422417	038904Y210		
LAB HC00 82		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 83		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC00 84		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		

LAB HC04 32		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 00		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC03 65		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC03 66		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC04 76		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC03 21	EF-8,10,11,12 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Alerton	VLC-444e	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC03 68		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC03 69		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC04 31		FIRE & SEC - FIRE EXT	Not Observed				
LAB HC03 70		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC02 22		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 28		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		

LAB HC01 41		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 43		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 24		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC03 08		FABRIC - DOORS	Cookson	Service Door	SO 27243978-001		
LAB HC02 02		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC01 45		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC02 07		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC01 46		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC01 27		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 89		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC01 26		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0	AHU-2 RF FED FROM DPNPDHB	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		

LAB HC03 18	RPBP-2	DWS - CHECKS	Watts	LF9090TRPZ	060800		
LAB HC03 92	CDWP-1	HVAC - PUMP	Bell and Gosset	SSF 10.5	C303419-0G02		
LAB HC03 84	VFD-CDWP1	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated		
LAB HC03 91	VFD-CDWP2	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated		
LAB HC00 92		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 07		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 08		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 09		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 11		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		HVAC - DOSING SET - CHILLED WATER DOSING	Walchem	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 02		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC06 11		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		

LAB HC00 94		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC07 83		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC05 63		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	Badger	Not Applicable			
LAB HC05 65		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC05 76		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC04 59		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC02 86	HV-2	ELECTRICAL - SWITCHGEAR	Zinsco	Not Applicable	Not Applicable		
LAB HC01 06		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC06 20		FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 14		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 15		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		

LAB HC01 01		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC07 44		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC03 53	PRV	HVAC - PIPEWORK - GAS GOVENOR	Maxitrol	OPD210E	Not Collected		
0	CH-2	HVAC - CHILLER - RECIPROCATING	Daikin	WHE106CSCSNA	STNU200700052		
0	HV-3	ELECTRICAL - SWITCHGEAR	Zinsco	Not Applicable	Not Applicable		
LAB HC07 45			0				
LAB HC01 00		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 97		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 99		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 96		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 93		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC08 01		DWS - CHECKS	LF	LF909	060797		

LAB HC02 87	No Tag	ELECTRICAL - HIGH VOLTAGE - MAIN SWITCHGEAR	Schneider Electric	PJ 1200	Ch-1: 0202411660430002 - Ch-2: 0202411660430002		
LAB HC05 78		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC05 75			Potter Roemer Fire Pro				
LAB HC05 79		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 72		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
LAB HC05 73		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 74		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 64		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 66		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 68		FIRE & SEC - FIRE EXT	Underwriters Laboratories				
LAB HC05 67		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0	Switchboard for DPNPDHC, CDWP-1, DPNPDHA, CDWP-2		ELECTRICAL - HIGH VOLTAGE - MAIN SWITCHGEAR	Schneider Electric			

LAB HC05 69		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 71		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC06 14	PRV-9	HVAC - PIPEWORK - GAS GOVENOR	Not Observed	Not Applicable	Not Applicable		
LAB HC06 15	Mpg 5	PLUMBING - VALVE	Flowserve Nordstrom	200 CWP 4	Not Applicable		
0		ELECTRICAL - WATER HEATER - DIRECT FIRED	AO Smith	DEL-10 102	2101122603584		
LAB HC05 90		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC00 86		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC02 83	ELVPEPDHB	ELECTRICAL - DIST BD	General Electric	GTP0800U0820	SKJ20281 M0627		
LAB HC01 40		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
0		FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable		
LAB HC01 42		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC04 79		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC02 31		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		

LAB HC02 32		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
LAB HC02 89	ESWBDP	ELECTRICAL - DIST BD	General Electric	SGLL3606L4XX	SGJ20301M0924		
LAB HC02 33	Elevator 7 110 V CAB LIGHTS	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
LAB HC02 34		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
LAB HC02 35	FC 6-2	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated	
0		ELECTRICAL - TRANSFORMER - RESIN	Hammond Power Systems	Not Applicable	Not Applicable		
LAB HC02 29		ELECTRICAL - DIRECT CURRENT	Motion Control Engineering Inc	resist rc			
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
0		ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
0	VFD-CDWP1	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated		
0	VFD-CDWP2	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated		
LAB HC02 90	PPEPDHA	ELECTRICAL - DIST BD	General Electric	SKLL3608L4XX	SKJ20303M0424		
0	EF-19	HVAC - FAN - EXTRACT UNIT	Greenheck	To Be Populated	To Be Populated		
0	EF-16	HVAC - FAN - EXTRACT UNIT	Danfoss	To Be Populated	To Be Populated		

LAB HC04 29		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC02 57		FIRE & SEC - FIRE EXT	Amerex	Not Applicable	Not Applicable		
LAB HC04 30		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC02 36		FIRE & SEC - FIRE EXT	Amerex	Not Applicable	Not Applicable		
0		CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable		
LAB HC03 22		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 87		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 89		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0	DPNPDHA	ELECTRICAL - DIST BD	General Electric	SKHA36AT0800	SKJ20171M0203		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC00 87		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC01 04		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC05 84		FABRIC - DOORS	Cookson	Not Applicable	27243698-001		
LAB HC05 85		FABRIC - DOORS	Cookson	Not Applicable	27243698-001		

LAB HC00 88		FABRIC - DOORS	Cookson	Not Applicable	27242541-001		
0		FABRIC - DOORS	Cookson	Not Applicable	27242541-001		
LAB HC02 73		FIRE & SEC - FIRE EXT	Amerex	Not Applicable	Not Applicable		
LAB HC02 72		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC02 61		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC02 77	DPNPDHB	ELECTRICAL - DIST BD	General Electric	SKLL3608L4XX	SKJ20312M0908		
LAB HC02 65		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
LAB HC07 40		FIRE & SEC - FIRE EXT	Unknown				
LAB HC07 87		FIRE & SEC - FIRE EXT	Advantage				
LAB HC05 83		CATERING - ICE MACHINE	Follett	7CIT00A	2021-02-23		
LAB HC05 86		CATERING - ICE MACHINE	Follett	7CI100A	2021-02-23		
0		FABRIC - DOORS	Cookson	Not Applicable	27242541-001		
0		CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable		
LAB HC04 77		FABRIC - DOORS	Cookson	Not Applicable	27242541-001		

LAB HC05 01		FABRIC - DOORS	Cookson	Not Applicable	27242541-001		
LAB HC04 61		FABRIC - DOORS	Cookson	Not Applicable	27242541-001		
LAB HC02 81	TELVEPDA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1004G31	1M004A21		
LAB HC06 19		FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable		
LAB HC08 04		ELECTRICAL - HIGH VOLTAGE - MAIN SWITCHGEAR	Eaton	Not Applicable	Not Applicable		
LAB HC08 03	LPLSBDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC06 07		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC05 97		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC06 00		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC05 02		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC00 91		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC00 90		SAFETY - EVAC CHAIR	Med Sled	Not Applicable	Not Applicable		
LAB HC02 88	TELVEPDA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10C1002G31	1M00049KE		

LAB HC05 03		SAFETY - EVAC CHAIR	Med sled	Not Applicable	Not Applicable		
0	EF-5	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-240-B-VGD—50- X	16703926		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
0	FCU 3-3	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated	
0	VAV 1-301	HVAC - VAV	Price	SDV			
0		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0		PLUMBING - PUMP	Armstrong	ARMfIO E32.2B			
LAB HC02 97	TEPDA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10A1004	1M0003U4S		
0	STATE# 052889	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
0	110 V CAB LIGHTS	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	Badger	Not Applicable			
0		FIRE & SEC - FIRE EXT	Badger	Not Applicable			
0	Elevator 5	TRANSPORT - ELEVATOR - TRACTION	Torin Drive	OTMGL2-3550-HV- 10mm	19BV00020		
0		FIRE & SEC - FIRE EXT	Not Applicable	Not Applicable	Not Applicable		
0	FC 6-1	HVAC - TERMINAL UNIT - FAN COIL		Daikin	To Be Populated	To Be Populated	
0	ELEVATOR MACHINE ROOMS MONITORING PANEL		CONTROLS - BMS - OUTSTATIONS	Not Observed			
0	FU 6-1/2/3 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Not Observed				
0	HHWP-2	HVAC - PUMP	Bell and Gosset	Not Applicable	C303420-01F02		

LAB HC02 84	TDPNPDA	ELECTRICAL - TRANSFORMER - RESIN	General Electric	9T10A1004	1M0003U4Y		
0	HHWP-1	HVAC - PUMP	Bell and Gosset	Not Applicable	C303420-02F02		
0	RPBP-4	DWS - CHECKS	Watts	LF009M2QT			
0	Hot Water Expansion Tank	HVAC - STORAGE	Not Visible				
0		COMMS - CALL SYSTEMS - PAGING	Valcom				
0	UPS RPEPALA- 1,3	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
0	EF-16	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-180HP-A-X	16558718		
0	EF-19	HVAC - FAN - EXTRACT UNIT	Greenheck	CUE-090-VG-X	16703940		
0	CDWP-2	HVAC - PUMP	Bell and Gosset	Not Applicable	C303419-01C02		
LAB HC02 80	DPNPDHC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	CONDENSER WATER SYSTEM CONTROL PANEL		CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicable	
0	CT-2	HVAC - COOL TOWER - GALVANISED METAL	Baltimore Aircoil Company	To Be Populated	To Be Populated		
0	RPBP-3	DWS - CHECKS	Wilkins				
0	CU- 6 -A	HVAC - ACU - SPLIT UNIT	Daikin	RX36NMVJUA	E000419		
0	AHU-4 RF VFD FED FROM PPEPDHA-4	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated		
0	AHU-5 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Climatec	Not Applicable	Not Applicable		
0	AHU-3 RF VFD FED FROM PPEPDHA-1	CONTROLS - CONTROLLER	Danfoss	To Be Populated	To Be Populated		
0		FABRIC - DOORS	Not Applicable				
0	VAV-1-212	HVAC - VAV	Price	SDV	1563618-004-070		

0	FCU 2-2	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated	
LAB HC02 82	DPNPDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0		HVAC - VAV	Price	SDV	1563618-004-093		
0	FCU 2-4	HVAC - ACU - SPLIT UNIT	Multi Aqua	To Be Populated	To Be Populated		
0		DWS - DRINK FOUNTAIN	Murdock	To Be Populated	Not Applicable		
0	TF-6	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-80-VG-X	16624943		
0	TF-5	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-80-VG-X	16624942		
0	LPN1DHA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPE1DLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	DPF1DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	TE1DA	ELECTRICAL - TRANSFORMER - RESIN	General Electric				
0	FCU 1-1	HVAC - TERMINAL UNIT - FAN COIL		Multi Aqua	To Be Populated	To Be Populated	
LAB HC03 03	PPEPDLP	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	UPS RPE1BLA-24,26	ELECTRICAL - LOW VOLTAGE	Eaton	Not Applicable	Not Applicable		
0		FIRE & SEC - FIRE EXT	J.L Industries	Not Applicable	Not Applicable		
0	Door 1603	FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable		
0		FABRIC - DOORS	Cookson	Not Applicable	To Be Populated		
0	5101	FABRIC - DOORS	Not Observed	Not Applicable	Not Applicable		
0		CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable		
0	DCN5DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs			

0	DCE5DA	ELECTRICAL - HIGH VOLTAGE	General Electric	Busway Plugs			
0	VAV-1-B51	HVAC - VAV	Price				
0	FCU B-6	HVAC - TERMINAL UNIT - FAN COIL		Daikin	To Be Populated	To Be Populated	
LAB HC02 98	PPEPDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	Sub-Station C	ELECTRICAL - SWITCHGEAR	Zinsco				
0	VAV-1-B50	HVAC - VAV	Price				
0		TRANSPORT - ELEVATOR - PASSENGER LIFT HYDRUALIC	Otis	AAA20390AF1	HYD-N1F431		
0	VAV-2-B05	HVAC - VAV	Price				
0	MUA-1	HVAC - AHU - EXTERNALLY LOCATED	Greenheck	MXS-P120-H22	16558378		
0		PLUMBING - PUMP	Baldor	84Z04051	F1911013271		
0	VAV5-219	HVAC - VAV	Price	SDV	1563618-004-093		
0	RCP-1	PLUMBING - PUMP	Bell and Gosset	103418LF 1K02			
0	WH-2	HVAC - BOILER - GAS	Lochinvar	NO. SNA501-125	2003 117791402		
0	HV-3	ELECTRICAL - SWITCHGEAR	Zinsco				
LAB HC02 75	PPEPDHB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0		PLUMBING - VALVE	0				
0	VAV-2-B08	HVAC - VAV	Price	SDV5	1563618		
0	RPEBCLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPNBCLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPNBCLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	TF-3	HVAC - FAN - EXTRACT UNIT	Greenheck	SQ-80-VG-X	16563092		

0		CATERING - ICE MACHINE	Follett	7CI100A			
0		CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable		
0	RPE2DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPN2DLF	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC02 76	ELVPEPDLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPN2DLE	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPN2DLD	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPN2DLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPN2DLB	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	TF-13	HVAC - FAN - EXTRACT UNIT	Greenheck				
0	AC B-1	HVAC - TERMINAL UNIT - FAN COIL		Not Visible			
LAB HC02 85	RPNPDLA	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
0	RPEPDLC	ELECTRICAL - DIST BD - LOW VOLTAGE	General Electric	Not Applicable	Not Applicable		
LAB HC03 54	ET-2	HVAC - EXP VESSEL - CHILLED WATER EXPANSION	Wessels	L9747.5C	331607		
0	CHWP-1	HVAC - PUMP	Bell and Gosset	G-1510 SSS 10.625	C303148-02G02		
0	ELEVATOR MACHINE ROOMS MONITORING PANEL		CONTROLS - CONTROL PANEL - UNIT CONTROLLER LIFT	Climatec	Not Applicable	5420093	
0	FCU 6-1/2/3 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Climatec	VLC-1188-E	Not Applicable		

LAB HC03 41	#5	CONTROLS - LIGHTING CONTRL	Acuity Controls	To Be Populated	Not Applicable		
LAB HC03 95	AHU-4	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	C128228 - F CH - L	2005-12330 - AHU4		
LAB HC03 74	AHU SUPPLY FANWALL	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	Not Observed	Not Observed		
LAB HC04 04	AHU-4 SF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed		
LAB HC04 03	AHU-4 SF	CONTROLS - CONTROLLER	Danfoss	Not Observed	Not Observed		
LAB HC03 76	EF-5,6,7,9 & KEF-1 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Climatec	VLC-1188-E	Not Applicable		
LAB HC03 73	AHU-4 CONTROL PANEL	CONTROLS - BMS - OUTSTATIONS	Not Observed	Not Observed	Not Observed		
LAB HC04 02	AHU-4 RETURN FANWALL	HVAC - AHU - EXTERNALLY LOCATED	Energy Labs Inc	Not Observed	Not Observed		
LAB HC03 40	PRV	HVAC - PIPEWORK - GAS GOVENOR	Pietro Fiorentini	31154	Not Collected		
0	VAV-1-B01	HVAC - VAV	Price	SDV			
0	VAV-1-B10	HVAC - VAV	Price	SDV			
0	VAV-3-123	HVAC - VAV	Price	SDV			
0	VAV-4-101	HVAC - VAV	Price	SDV			
0	VAV-4-102	HVAC - VAV	Price	SDV			
0	VAV-4-103	HVAC - VAV	Price	SDV			
0	VAV-4-104	HVAC - VAV	Price	SDV			
0	VAV-4-105	HVAC - VAV	Price	SDV			
0	VAV-4-107	HVAC - VAV	Price	SDV			
0	VAV-4-108	HVAC - VAV	Price	SDV			
0	VAV-4-109	HVAC - VAV	Price	SDV			

0	VAV-4-110	HVAC - VAV	Price	SDV			
0	VAV-1-B11	HVAC - VAV	Price	SDV			
0	VAV-4-111	HVAC - VAV	Price	SDV			
0	VAV-4-112	HVAC - VAV	Price	SDV			
0	VAV-4-113	HVAC - VAV	Price	SDV			
0	VAV-4-114	HVAC - VAV	Price	SDV			
0	VAV-4-115	HVAC - VAV	Price	SDV			
0	VAV-4-117	HVAC - VAV	Price	SDV			
0	VAV-5-101	HVAC - VAV	Price	SDV			
0	VAV-5-102	HVAC - VAV	Price	SDV			
0	VAV-5-103	HVAC - VAV	Price	SDV			
0	VAV-5-104	HVAC - VAV	Price	SDV			
0	VAV-1-B12	HVAC - VAV	Price	SDV			
0	VAV-5-105	HVAC - VAV	Price	SDV			
0	VAV-5-106	HVAC - VAV	Price	SDV			
0	VAV-5-107	HVAC - VAV	Price	SDV			
0	VAV-5-108	HVAC - VAV	Price	SDV			
0	VAV-5-109	HVAC - VAV	Price	SDV			
0	VAV-5-110	HVAC - VAV	Price	SDV			
0	VAV-5-111	HVAC - VAV	Price	SDV			
0	VAV-5-112	HVAC - VAV	Price	SDV			
0	VAV-5-113	HVAC - VAV	Price	SDV			
0	VAV-1-101	HVAC - VAV	Price	SDV			
0	VAV-1-B13	HVAC - VAV	Price	SDV			
0	VAV-1-102	HVAC - VAV	Price	SDV			
0	VAV-1-103	HVAC - VAV	Price	SDV			
0	VAV-1-104	HVAC - VAV	Price	SDV			
0	VAV-1-105	HVAC - VAV	Price	SDV			
0	VAV-1-106	HVAC - VAV	Price	SDV			
0	VAV-1-107	HVAC - VAV	Price	SDV			
0	VAV-1-108	HVAC - VAV	Price	SDV			
0	VAV-1-109	HVAC - VAV	Price	SDV			
0	VAV-1-110	HVAC - VAV	Price	SDV			
0	VAV-1-111	HVAC - VAV	Price	SDV			
0	VAV-1-B14	HVAC - VAV	Price	SDV			
0	VAV-1-112	HVAC - VAV	Price	SDV			
0	VAV-1-113	HVAC - VAV	Price	SDV			
0	VAV-1-114	HVAC - VAV	Price	SDV			

0	VAV-1-115	HVAC - VAV	Price	SDV			
0	VAV-1-116	HVAC - VAV	Price	SDV			
0	VAV-2-118	HVAC - VAV	Price	SDV			
0	VAV-2-101	HVAC - VAV	Price	SDV			
0	VAV-2-102	HVAC - VAV	Price	SDV			
0	VAV-2-103	HVAC - VAV	Price	SDV			
0	VAV-2-104	HVAC - VAV	Price	SDV			
0	VAV-1-B15	HVAC - VAV	Price	SDV			
0	VAV-2-105	HVAC - VAV	Price	SDV			
0	VAV-2-106	HVAC - VAV	Price	SDV			
0	VAV-2-107	HVAC - VAV	Price	SDV			
0	VAV-2-108	HVAC - VAV	Price	SDV			
0	VAV-2-109	HVAC - VAV	Price	SDV			
0	VAV-2-110	HVAC - VAV	Price	SDV			
0	VAV-2-111	HVAC - VAV	Price	SDV			
0	VAV-2-112	HVAC - VAV	Price	SDV			
0	VAV-2-113	HVAC - VAV	Price	SDV			
0	VAV-2-114	HVAC - VAV	Price	SDV			
0	VAV-1-B16	HVAC - VAV	Price	SDV			
0	VAV-2-115	HVAC - VAV	Price	SDV			
0	VAV-2-116	HVAC - VAV	Price	SDV			
0	VAV-3-201	HVAC - VAV	Price	SDV			
0	VAV-3-202	HVAC - VAV	Price	SDV			
0	VAV-3-203	HVAC - VAV	Price	SDV			
0	VAV-3-204	HVAC - VAV	Price	SDV			
0	VAV-3-205	HVAC - VAV	Price	SDV			
0	VAV-3-206	HVAC - VAV	Price	SDV			
0	VAV-3-207	HVAC - VAV	Price	SDV			
0	VAV-3-208	HVAC - VAV	Price	SDV			
0	VAV-1-B17	HVAC - VAV	Price	SDV			
0	VAV-3-209	HVAC - VAV	Price	SDV			
0	VAV-3-210	HVAC - VAV	Price	SDV			
0	VAV-3-211	HVAC - VAV	Price	SDV			
0	VAV-3-212	HVAC - VAV	Price	SDV			
0	VAV-3-213	HVAC - VAV	Price	SDV			
0	VAV-3-214	HVAC - VAV	Price	SDV			
0	VAV-3-215	HVAC - VAV	Price	SDV			
0	VAV-4-201	HVAC - VAV	Price	SDV			

0	VAV-4-202	HVAC - VAV	Price	SDV			
0	VAV-4-203	HVAC - VAV	Price	SDV			
0	VAV-1-B18	HVAC - VAV	Price	SDV			
0	VAV-4-204	HVAC - VAV	Price	SDV			
0	VAV-4-205	HVAC - VAV	Price	SDV			
0	VAV-4-206	HVAC - VAV	Price	SDV			
0	VAV-4-207	HVAC - VAV	Price	SDV			
0	VAV-4-208	HVAC - VAV	Price	SDV			
0	VAV-4-209	HVAC - VAV	Price	SDV			
0	VAV-4-210	HVAC - VAV	Price	SDV			
0	VAV-4-211	HVAC - VAV	Price	SDV			
0	VAV-4-212	HVAC - VAV	Price	SDV			
0	VAV-4-213	HVAC - VAV	Price	SDV			
0	VAV-1-B19	HVAC - VAV	Price	SDV			
0	VAV-4-214	HVAC - VAV	Price	SDV			
0	VAV-4-215	HVAC - VAV	Price	SDV			
0	VAV-4-216	HVAC - VAV	Price	SDV			
0	VAV-4-217	HVAC - VAV	Price	SDV			
0	VAV-4-218	HVAC - VAV	Price	SDV			
0	VAV-5-201	HVAC - VAV	Price	SDV			
0	VAV-5-202	HVAC - VAV	Price	SDV			
0	VAV-5-203	HVAC - VAV	Price	SDV			
0	VAV-5-204	HVAC - VAV	Price	SDV			
0	VAV-5-205	HVAC - VAV	Price	SDV			
0	VAV-1-B02	HVAC - VAV	Price	SDV			
0	VAV-1-B20	HVAC - VAV	Price	SDV			
0	VAV-5-206	HVAC - VAV	Price	SDV			
0	VAV-5-207	HVAC - VAV	Price	SDV			
0	VAV-5-208	HVAC - VAV	Price	SDV			
0	VAV-5-209	HVAC - VAV	Price	SDV			
0	VAV-5-210	HVAC - VAV	Price	SDV			
0	VAV-5-211	HVAC - VAV	Price	SDV			
0	VAV-5-212	HVAC - VAV	Price	SDV			
0	VAV-5-213	HVAC - VAV	Price	SDV			
0	VAV-5-214	HVAC - VAV	Price	SDV			
0	VAV-5-215	HVAC - VAV	Price	SDV			
0	VAV-1-B30	HVAC - VAV	Price	SDV			
0	VAV-5-216	HVAC - VAV	Price	SDV			

0	VAV-5-217	HVAC - VAV	Price	SDV			
0	VAV-5-218	HVAC - VAV	Price	SDV			
0	VAV-1-201	HVAC - VAV	Price	SDV			
0	VAV-1-202	HVAC - VAV	Price	SDV			
0	VAV-1-203	HVAC - VAV	Price	SDV			
0	VAV-1-204	HVAC - VAV	Price	SDV			
0	VAV-1-205	HVAC - VAV	Price	SDV			
0	VAV-1-206	HVAC - VAV	Price	SDV			
0	VAV-1-207	HVAC - VAV	Price	SDV			
0	VAV-1-B35	HVAC - VAV	Price	SDV			
0	VAV-1-208	HVAC - VAV	Price	SDV			
0	VAV-1-209	HVAC - VAV	Price	SDV			
0	VAV-1-210	HVAC - VAV	Price	SDV			
0	VAV-1-211	HVAC - VAV	Price	SDV			
0	VAV-1-212	HVAC - VAV	Price	SDV			
0	VAV-2-201	HVAC - VAV	Price	SDV			
0	VAV-2-202	HVAC - VAV	Price	SDV			
0	VAV-2-203	HVAC - VAV	Price	SDV			
0	VAV-2-204	HVAC - VAV	Price	SDV			
0	VAV-2-205	HVAC - VAV	Price	SDV			
0	VAV-1-B37	HVAC - VAV	Price	SDV			
0	VAV-2-206	HVAC - VAV	Price	SDV			
0	VAV-2-207	HVAC - VAV	Price	SDV			
0	VAV-2-208	HVAC - VAV	Price	SDV			
0	VAV-2-209	HVAC - VAV	Price	SDV			
0	VAV-2-210	HVAC - VAV	Price	SDV			
0	VAV-2-211	HVAC - VAV	Price	SDV			
0	VAV-2-212	HVAC - VAV	Price	SDV			
0	VAV-2-213	HVAC - VAV	Price	SDV			
0	VAV-2-214	HVAC - VAV	Price	SDV			
0	VAV-2-215	HVAC - VAV	Price	SDV			
0	VAV-1-B38	HVAC - VAV	Price	SDV			
0	VAV-2-216	HVAC - VAV	Price	SDV			
0	VAV-2-217	HVAC - VAV	Price	SDV			
0	VAV-2-218	HVAC - VAV	Price	SDV			
0	VAV-2-219	HVAC - VAV	Price	SDV			
0	VAV-3-301	HVAC - VAV	Price	SDV			
0	VAV-3-302	HVAC - VAV	Price	SDV			

0	VAV-3-303	HVAC - VAV	Price	SDV			
0	VAV-3-304	HVAC - VAV	Price	SDV			
0	VAV-3-305	HVAC - VAV	Price	SDV			
0	VAV-3-306	HVAC - VAV	Price	SDV			
0	VAV-1-B39	HVAC - VAV	Price	SDV			
0	VAV-3-307	HVAC - VAV	Price	SDV			
0	VAV-3-308	HVAC - VAV	Price	SDV			
0	VAV-3-309	HVAC - VAV	Price	SDV			
0	VAV-3-310	HVAC - VAV	Price	SDV			
0	VAV-3-311	HVAC - VAV	Price	SDV			
0	VAV-3-312	HVAC - VAV	Price	SDV			
0	VAV-3-313	HVAC - VAV	Price	SDV			
0	VAV-3-314	HVAC - VAV	Price	SDV			
0	VAV-3-315	HVAC - VAV	Price	SDV			
0	VAV-3-316	HVAC - VAV	Price	SDV			
0	VAV-1-B40	HVAC - VAV	Price	SDV			
0	VAV-3-317	HVAC - VAV	Price	SDV			
0	VAV-4-302	HVAC - VAV	Price	SDV			
0	VAV-4-303	HVAC - VAV	Price	SDV			
0	VAV-4-304	HVAC - VAV	Price	SDV			
0	VAV-4-305	HVAC - VAV	Price	SDV			
0	VAV-4-306	HVAC - VAV	Price	SDV			
0	VAV-4-307	HVAC - VAV	Price	SDV			
0	VAV-4-308	HVAC - VAV	Price	SDV			
0	VAV-4-309	HVAC - VAV	Price	SDV			
0	VAV-4-310	HVAC - VAV	Price	SDV			
0	VAV-1-B41	HVAC - VAV	Price	SDV			
0	VAV-4-311	HVAC - VAV	Price	SDV			
0	VAV-4-312	HVAC - VAV	Price	SDV			
0	VAV-4-313	HVAC - VAV	Price	SDV			
0	VAV-4-314	HVAC - VAV	Price	SDV			
0	VAV-4-315	HVAC - VAV	Price	SDV			
0	VAV-4-316	HVAC - VAV	Price	SDV			
0	VAV-4-317	HVAC - VAV	Price	SDV			
0	VAV-4-318	HVAC - VAV	Price	SDV			
0	VAV-4-319	HVAC - VAV	Price	SDV			
0	VAV-4-320	HVAC - VAV	Price	SDV			
0	VAV-1-B42	HVAC - VAV	Price	SDV			

0	VAV-5-301	HVAC - VAV	Price	SDV			
0	VAV-5-302	HVAC - VAV	Price	SDV			
0	VAV-5-303	HVAC - VAV	Price	SDV			
0	VAV-5-304	HVAC - VAV	Price	SDV			
0	VAV-5-305	HVAC - VAV	Price	SDV			
0	VAV-5-306	HVAC - VAV	Price	SDV			
0	VAV-5-307	HVAC - VAV	Price	SDV			
0	VAV-5-308	HVAC - VAV	Price	SDV			
0	VAV-5-309	HVAC - VAV	Price	SDV			
0	VAV-5-310	HVAC - VAV	Price	SDV			
0	VAV-1-B43	HVAC - VAV	Price	SDV			
0	VAV-5-311	HVAC - VAV	Price	SDV			
0	VAV-5-312	HVAC - VAV	Price	SDV			
0	VAV-5-313	HVAC - VAV	Price	SDV			
0	VAV-5-314	HVAC - VAV	Price	SDV			
0	VAV-5-315	HVAC - VAV	Price	SDV			
0	VAV-5-316	HVAC - VAV	Price	SDV			
0	VAV-5-317	HVAC - VAV	Price	SDV			
0	VAV-1-303	HVAC - VAV	Price	SDV			
0	VAV-2-301	HVAC - VAV	Price	SDV			
0	VAV-2-302	HVAC - VAV	Price	SDV			
0	VAV-1-B03	HVAC - VAV	Price	SDV			
0	VAV-2-B12	HVAC - VAV	Price	SDV			
0	VAV-2-303	HVAC - VAV	Price	SDV			
0	VAV-2-304	HVAC - VAV	Price	SDV			
0	VAV-2-305	HVAC - VAV	Price	SDV			
0	VAV-2-306	HVAC - VAV	Price	SDV			
0	VAV-2-307	HVAC - VAV	Price	SDV			
0	VAV-2-308	HVAC - VAV	Price	SDV			
0	VAV-2-309	HVAC - VAV	Price	SDV			
0	VAV-2-310	HVAC - VAV	Price	SDV			
0	VAV-2-311	HVAC - VAV	Price	SDV			
0	VAV-2-312	HVAC - VAV	Price	SDV			
0	VAV-2-B13	HVAC - VAV	Price	SDV			
0	VAV-2-313	HVAC - VAV	Price	SDV			
0	VAV-2-314	HVAC - VAV	Price	SDV			
0	VAV-2-315	HVAC - VAV	Price	SDV			
0	VAV-2-317	HVAC - VAV	Price	SDV			

0	VAV-3-401	HVAC - VAV	Price	SDV			
0	VAV-3-402	HVAC - VAV	Price	SDV			
0	VAV-3-403	HVAC - VAV	Price	SDV			
0	VAV-3-404	HVAC - VAV	Price	SDV			
0	VAV-3-405	HVAC - VAV	Price	SDV			
0	VAV-3-406	HVAC - VAV	Price	SDV			
0	VAV-2-B14	HVAC - VAV	Price	SDV			
0	VAV-3-407	HVAC - VAV	Price	SDV			
0	VAV-3-408	HVAC - VAV	Price	SDV			
0	VAV-3-410	HVAC - VAV	Price	SDV			
0	VAV-3-411	HVAC - VAV	Price	SDV			
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0	VAV-3-416	HVAC - VAV	Price	SDV			
0	VAV-4-410	HVAC - VAV	Price	SDV			
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0	VAV-2-B15	HVAC - VAV	Price	SDV			
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0	VAV-2-402	HVAC - VAV	Price	SDV			
0	VAV-2-403	HVAC - VAV	Price	SDV			
0	VAV-2-404	HVAC - VAV	Price	SDV			
0	VAV-2-405	HVAC - VAV	Price	SDV			
0	VAV-2-406	HVAC - VAV	Price	SDV			

0	VAV-2-407	HVAC - VAV	Price	SDV			
0	VAV-2-B17	HVAC - VAV	Price	SDV			
0	VAV-2-408	HVAC - VAV	Price	SDV			
0	VAV-2-409	HVAC - VAV	Price	SDV			
0	VAV-2-410	HVAC - VAV	Price	SDV			
0	VAV-2-411	HVAC - VAV	Price	SDV			
0	VAV-2-412	HVAC - VAV	Price	SDV			
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0	VAV-3-501	HVAC - VAV	Price	SDV			
0	VAV-3-502	HVAC - VAV	Price	SDV			
0	VAV-2-B18	HVAC - VAV	Price	SDV			
0	VAV-3-503	HVAC - VAV	Price	SDV			
0	VAV-3-504	HVAC - VAV	Price	SDV			
0	VAV-3-505	HVAC - VAV	Price	SDV			
0	VAV-3-506	HVAC - VAV	Price	SDV			
0	VAV-3-507	HVAC - VAV	Price	SDV			
0	VAV-3-508	HVAC - VAV	Price	SDV			
0	VAV-3-509	HVAC - VAV	Price	SDV			
0	VAV-3-510	HVAC - VAV	Price	SDV			
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0	VAV-3-512	HVAC - VAV	Price	SDV			
0	VAV-2-B19	HVAC - VAV	Price	SDV			
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0	VAV-3-514	HVAC - VAV	Price	SDV			
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0	VAV-4-503	HVAC - VAV	Price	SDV			
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0	VAV-4-505	HVAC - VAV	Price	SDV			
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0	VAV-4-509	HVAC - VAV	Price	SDV			
0	VAV-4-510	HVAC - VAV	Price	SDV			
0	VAV-4-511	HVAC - VAV	Price	SDV			
0	VAV-4-512	HVAC - VAV	Price	SDV			
0	VAV-4-513	HVAC - VAV	Price	SDV			
0	VAV-4-514	HVAC - VAV	Price	SDV			
0	VAV-4-515	HVAC - VAV	Price	SDV			
0	VAV-2-B22	HVAC - VAV	Price	SDV			
0	VAV-4-516	HVAC - VAV	Price	SDV			
0	VAV-4-517	HVAC - VAV	Price	SDV			
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0	VAV-4-519	HVAC - VAV	Price	SDV			
0	VAV-4-520	HVAC - VAV	Price	SDV			
0	VAV-4-521	HVAC - VAV	Price	SDV			
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0	VAV-5-502	HVAC - VAV	Price	SDV			
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0	VAV-5-512	HVAC - VAV	Price	SDV			
0	VAV-5-513	HVAC - VAV	Price	SDV			
0	VAV-5-514	HVAC - VAV	Price	SDV			
0	VAV-2-B01	HVAC - VAV	Price	SDV			
0	VAV-5-515	HVAC - VAV	Price	SDV			
0	VAV-5-516	HVAC - VAV	Price	SDV			
0	VAV-5-517	HVAC - VAV	Price	SDV			
0	VAV-5-518	HVAC - VAV	Price	SDV			
0	VAV-2-501	HVAC - VAV	Price	SDV			
0	VAV-2-502	HVAC - VAV	Price	SDV			
0	VAV-2-503	HVAC - VAV	Price	SDV			

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0	VAV-2-505	HVAC - VAV	Price	SDV			
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0	VAV-2-B03	HVAC - VAV	Price	SDV			
0	VAV-2-507	HVAC - VAV	Price	SDV			
0	VAV-2-508	HVAC - VAV	Price	SDV			
0	VAV-2-509	HVAC - VAV	Price	SDV			
0	VAV-2-510	HVAC - VAV	Price	SDV			
0	VAV-2-511	HVAC - VAV	Price	SDV			
0	VAV-2-512	HVAC - VAV	Price	SDV			
0	VAV-2-513	HVAC - VAV	Price	SDV			
0	VAV-2-514	HVAC - VAV	Price	SDV			
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0	VAV-2-B24	HVAC - VAV	Price	SDV			
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0	VAV-3-120	HVAC - VAV	Price	SDV			
0	VAV-3-121	HVAC - VAV	Price	SDV			
0	VAV-3-122	HVAC - VAV	Price	SDV			

**FULL-SERVICE FACILITIES MANAGEMENT SERVICES
CENTRO ESTRELLA FAMILY RESOURCE CENTER**

FISCAL PROVISIONS

1. TOTAL CONTRACT SUM

The Los Angeles County (LAC) Department of Mental Health (DMH) will pay Contractor for full-service facilities management services (per Exhibit A – Statement of Work) rendered at Centro Estrella Family Resource Center. The total compensation for all services rendered will not exceed the total contract amounts noted below:

YEAR	AMOUNT
Year One	\$744,000
Year Two	\$744,000
Year Three	\$744,000
TOTAL CONTRACT SUM	\$2,232,000

2. INVOICE SCHEDULE

Contractor will submit complete and accurate monthly invoices (see Exhibit B-1, Invoice Template) to LACDMH staff. The invoices will include supportive documentation and will be submitted by the 15th day of the following month after the services month. If the invoice is not received within this timeline, DMH, at its sole discretion, reserves the right to deny payment with written notification.

3. PAYMENT

Payment to Contractor will be based on accurate and complete invoices from Contractor. No payment will be made without prior approval from LACDMH. LACDMH will review the invoice and supporting documentation to determine compliance with the terms and conditions of the contract and adherence to Exhibit A – Statement of Work.

Contractor will retain all relevant supporting documentation and make them available to LACDMH at any time for audit purposes. Invoices submitted to LACDMH will detail all monthly charges billed to LACDMH.

Upon receipt of accurate and complete invoices from Contractor, LACDMH will make payments to Contractor within 30 days of the date the invoice was received. If any portion of the invoice is disputed by LACDMH, LACDMH will reimburse Contractor for the undisputed services obtained in the invoice and work diligently with the Contractor to resolve the disputed portion of the claim in a timely manner.

At any time, if the County reasonably determines from a review or an audit of Contractor's service and billing records that the Contractor failed to deliver required services associated with this Contract, County will have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from the Contractor will be made through cash payment and/or County offsets from future payment(s).

All invoices under this Contract must be submitted to the following address:

Email: APSEUInquiry@dmh.lacounty.gov

LACDMH will make reimbursement payable to Contractor. LACDMH will send payments to:

Contractor Name: _____

Contractor Address: _____

**FULL-SERVICE FACILITIES MANAGEMENT SERVICES
CENTRO ESTRELLA FAMILY RESOURCE CENTER**

INVOICE

Contractor Name:		Invoice Date:	
Contract Number:		Contractor Contact Person:	
Vendor Number:		e-Mail:	
Service Month:		Telephone Number:	
Description of Services		Cost	
<u>Staff</u>			
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
<u>Services</u>			
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
<u>Other</u>			
11.		11.	
12.		12.	
13.		13.	
14.		14.	
15.		15.	
TOTAL MONTHLY INVOICE AMOUNT		\$XXXX	

Contractor Approver:	_____ Signature
LACDMH Approver:	_____ Signature

COUNTY'S ADMINISTRATION

CONTRACT NO. MH540003

DIRECTOR OF MENTAL HEALTH:

Name:	Lisa H. Wong, Psy. D.
Title:	Director
Address:	510 S. Vermont Ave., 22 nd Floor
	Los Angeles, CA 90020
Telephone:	213-947-6670
E-mail Address:	lwong@dmh.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name:	Damien Parker
Title:	Administrative Services Division Manager
Address:	510 S. Vermont Ave., 20 nd Floor
	Los Angeles, CA 90020
Telephone:	213-943-8579
E-mail Address:	dparker@dmh.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name:	Denise Curtis
Title:	Health Program Analyst I
Address:	510 S. Vermont Ave., 20 nd Floor
	Los Angeles, CA 90020
Telephone:	213-943-8538
E-mail Address:	DCurtis@dmh.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Sheryll Samonte
Title:	Health Program Analyst II
Address:	510 S. Vermont Ave., 20 nd Floor
	Los Angeles, CA 90020
Telephone:	213-943-8601
E-mail Address:	ssamonte@dmh.lacounty.gov

COUNTY'S CONTRACT ADMINISTRATOR:

Name:	TBD
Title:	TBD
Address:	510 S. Vermont Ave. 20 th Floor
	Los Angeles, CA 90020
Telephone:	TBD
E-mail Address:	TBD

CONTRACTOR'S NAME: CBRE MANAGED SERVICES INC.

CONTRACT NO. MH540003

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: CBRE Managed Services Inc. Contract No MH540003**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 must 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: _____

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 to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

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

CBRE MANAGED SERVICES INC.,

Company Name

2100 McKinney Ave., STE 900, Dallas, TX 75201

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.**

☐ Bidder 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 Bidder 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

☐ Bidder 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: _____

Printed Name: _____ Title: _____

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.

CBRE Managed Services Inc., (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal identifiable information (PII); 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 _____

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

HOA.104008393.4
Rev. [4/16/24]

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM**C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

CONTRIBUTION AND AGENT DECLARATION FORM**INDIVIDUAL BIDDERS OR APPLICANTS**

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date