



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

**DATE:** April 29, 2026

**TIME:** 12:00 p.m. – 1:30 p.m. **Please note: Late Start Time**

**MEETING CHAIR:** Jazmine Garcia-Delgadillo, 1<sup>ST</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Kieu-Anh King / Gustavo Medrano

**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: 330 628 704# or click here on a smartphone:

[Tel:+13237766996,,330628704#](tel:+13237766996,,330628704#)

[Click here to join the meeting](#) on Microsoft Teams

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)**

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. One (1) minute is 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.

## **11:30 AM - CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(a)

Bobo, D., a minor, by and through her guardian-ad-litem, Yopez, Marie (GAL)

v. Harbor-UCLA Medical Center

Los Angeles County Superior Court Case No. 24TRCV01086

Department of Health Services

**11:45 AM - CS-2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Paragraph (2) of Subdivision (d) of Government Code Section 54956.9)

Significant exposure to litigation

Department of Health Services

I. Call to order

II. **Presentation Items:**

a. **DMH:** Approval to Execute New Outpatient Programs-Organizational Providers and Short-Term Residential Therapeutic Program –Organizational Providers Contracts for Fiscal Years 2026-27, 2027-28, AND 2028-29 for the Continued Provision of Specialty Mental Health Services  
Presenter: Stella Krikorian, DMH Contracts Development and Administration Division

b. **Internal Services Department / ISD, DHS:** Martin Luther King, Jr. Medical Campus Signage Refurbishment Project – Find the proposed project is exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A165, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract  
Presenter: Paige Bruyn, Internal Services Department, Section Manager

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

IV. 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.

V. Public Comment

VI. 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

<b>CLUSTER AGENDA REVIEW DATE</b>	4/29/2026	
<b>BOARD MEETING DATE</b>	5/19/2026	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Mental Health	
<b>SUBJECT</b>	Approval to Execute New Outpatient Programs-Organizational Providers and Short-Term Residential Therapeutic Program-Organizational Providers Contracts for Fiscal Years 2026-27, 2027-28, and 2028-29 for the Continued Provision of Specialty Mental Health Services	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	5/19/2026	
<b>COST &amp; FUNDING</b>	Total cost: Estimated aggregate \$1.6 billion	Funding source: Various federal, State, and local revenues
	TERMS (if applicable): July 1, 2026-June 30, 2029	
	Explanation:N/A	
<b>PURPOSE OF REQUEST</b>	This Board Letter will allow DMH to execute new Outpatient Programs-Organizational Providers (OP-OP) and Short-Term Residential Therapeutic Program-Organizational Provider (STRTP) Contracts, previously known as Legal Entity Contracts, for the provision of Specialty Mental Health Services as the current Contracts will expire on June 30, 2026	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	These new Organizational Providers Contracts are essential to ensure continuous and uninterrupted Specialty Mental Health Services (SMHS) for clients throughout Los Angeles County. Following voter approval of Proposition 1 in March 2024 reforming the Mental Health Services Act (MHSA) and transitioning to the Behavioral Health Services Act (BHSA), the Legal Entity Contract template has been revised, to align with the new requirements.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The speciality mental health services and supports to be provided through this request, seeks to address and reduce the negative impact of mental illness of children, youth, adults and families. The request will allow for the ongoing provision of mental health services to racially diverse underserved populations throughout the County, including early intervention and field-based services, with a goal of increasing positive outcomes for those being served, for their families and communities.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority 1: Child Protection; Priority 3 Care First, Jails Last; Priority 4 Homeless Initiative; and Priority 8 Anti-Racism, Diversity, and Inclusion. These Priorities allow DMH to provide specialty mental health services and support to 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.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Joo Yoon (Acting Deputy Director) 213.943.8898 ,jyoon@dmh.lacounty.gov Stella Krikorian, Admin. Svcs. Division Manager Contracts, 213.943.9146, skrikorian@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 392.6668, <a href="mailto:rkleinberg@counsel.lacounty.gov">rkleinberg@counsel.lacounty.gov</a>	



# DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.  
Director

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

Rimmi Hundal, M.A.  
Chief Deputy Director

May 19, 2026

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

Dear Supervisors:

**APPROVAL TO EXECUTE NEW OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS AND SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM – ORGANIZATIONAL PROVIDERS CONTRACTS FOR FISCAL YEARS 2026-27, 2027-28, AND 2028-29 FOR THE CONTINUED PROVISION OF SPECIALTY MENTAL HEALTH SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute new Outpatient Programs-Organizational Providers and Short-Term Residential Therapeutic Program-Organizational Providers Contracts, previously known as Legal Entity Contracts, for the provision of Specialty Mental Health Services as the current Contracts will expire on June 30, 2026.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute the new Department of Mental Health (DMH) Outpatient Programs-Organizational Providers (OP-OP) Contracts with 118 existing Contractors (Attachment I), and Short-Term Residential Therapeutic Program (STRTP)-Organizational Provider Contracts with 25 existing Contractors (Attachment I) for the provision of Specialty Mental Health Services (SMHS), substantially similar to Attachment II. The Contract will be effective July 1, 2026, through June 30, 2027, with two automatic renewals through Fiscal Year (FY) 2028-29. The Maximum Contract Amount (MCA) per Contract per fiscal year is listed in Attachment I. The estimated aggregate amount is \$1.6 billion for FY

2026-27, \$1.6 billion for FY 2027-2028, and \$1.6 billion for FY 2028-29, fully funded by various federal, State, and local revenues.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future new OP-OP and STRTP Contracts, substantially similar to Attachment II, with qualified providers not listed in the recommendations above for SMHS, provided that: 1) sufficient funds are available; 2) County Counsel approves the Contract as to form; and 3) Director or his designee, provide a written notification to the Board and Chief Executive Office (CEO). The term of these contracts will be effective upon execution and will have the same term as the Contracts in Recommendation 1.
3. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Contracts in Recommendations 1 and 2 to: 1) negotiate/revise contract language, 2) add, delete, modify, negotiate, or replace the Statement of Work Provider/Site List, including Program Service Exhibits, Specialty Service Exhibits, and Financial Provisions; 3) reflect federal, State, and County regulatory and/or policy changes; 4) roll over federal and/or State grant funds from one fiscal year to the next fiscal year or between line items, as appropriate; 5) take contract actions related to provisions within the Financial Provisions (Exhibit A); 6) revise the annual MCAs, provided that the County's total payment to each OP-OP Contractor will not exceed an increase of more than 25 percent of the applicable annual MCA; and 7) revise the annual MCA's of the STRTP Contracts and make any funding allotted for these Contracts exempt from delegated authority limitations under Board Policy No. 5.120, given that sufficient funds are available and prior review and approval as to form by County Counsel with written notice to the Board and CEO are provided.
4. Delegate authority to the Director, or designee, to make non-material modifications to the Contracts in Recommendations 1 and 2 through administrative amendments or change notices for the following and other similar reasons, as appropriate: change the Contractor's business name and/or headquarter address; change, revise, add, or delete the Contractor's provider site address(es), site number(s), and/or site name(s); make technical corrections; revise County and Contractor Administration Exhibits; and or shift funds between currently contracted funded programs, so long as such shift(s) will not cause an increase in the MCA.
5. Delegate authority to the Director, or designee, to terminate any Contract described in Recommendations 1 and 2 in accordance with the Contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify the Board and CEO in writing of such termination action.

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

Board approval of Recommendation 1 will allow DMH to execute new OP-OP and STRTP Contracts with the existing 118 (OP-OP) and 25 (STRTP) Contractors as their existing Contracts will expire on June 30, 2026. The OP-OP Contractors provide a broad range of SMHS, activities and programs, including the California Work Opportunity and Responsibility to Kids (CalWORKs) program, diagnosis, evaluation, treatment, day care, respite care, living arrangements, community skills training, referrals, consultation, community services, crisis intervention/stabilization, medication support, and case management. The STRTPs provide short-term, 24-hour therapeutic care and supervision for children, youth, and non-minor dependents whose needs cannot be safely met in a family setting.

Board approval of Recommendation 2 will allow DMH to execute new DMH OP-OP and STRTP Contracts with qualified providers for the provision of SMHS.

Board approval of Recommendations 3 and 4 will allow DMH to amend the contracts in Recommendations 1 and 2 in a timely manner as necessary for the continuous provision and expansion of mental health services without interruption for clients in need of these services.

Board approval of Recommendation 5 will allow DMH to terminate the contracts in Recommendations 1 and 2 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 North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal A., Healthy Individual and Families, strategy iii. Behavioral Mental Health and Substance Use Disorder and Focus Area Goal D, Support Vulnerable Populations.

## **FISCAL IMPACT/FINANCING**

The FY 2026-27 MCA for the contracts in Recommendation 1 is listed in Attachment I with a total estimated aggregate amount of \$1.6 billion, fully funded by various federal, State, and local revenues and is included in DMH's proposed budget.

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

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

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

All Contractors listed in Attachment I currently hold Legal Entity (LE) Contracts with DMH, which are set to expire on June 30, 2026. These new Organizational Providers Contracts are essential to ensure continuous and uninterrupted Specialty Mental Health Services (SMHS) for clients throughout Los Angeles County. Following voter approval of Proposition 1 in March 2024 reforming the Mental Health Services Act (MHSA) and transitioning to the Behavioral Health Services Act (BHSA), the Legal Entity Contract template (Attachment II) has been revised, renamed and separated into two contracts, the *Outpatient Programs-Organizational Providers* and the *Short-Term Residential Therapeutic Program-Organizational Providers* to align with the new requirements. The BHSA aims to improve access to care, enhance accountability and transparency for publicly funded, county-administered behavioral health services, and expand the capacity of behavioral health care facilities across California.

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

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

The County Performance Contract issued by the State to counties is a legally required contract between the California Department of Health Care Services (DHCS) and county behavioral health departments. It sets forth conditions, requirements, and performance standards that counties must meet to receive state and federal funding for community mental health and substance use disorder programs. The contract ensures that counties comply with State and federal laws regarding the provision of behavioral health services, including BHSA funds, community mental health block grants, and substance abuse

treatment funds. The contract is mandated by California W&I Code sections 5650, 5651 and 5897, and the California Code of Regulations, Title 9, section 3310. It covers community behavioral health services, often encompassing BHSA programs, Bronzan-McCorquodale Act services, and Substance Use Prevention, Treatment and Recovery Services Block Grant programs. As of June 2024, DHCS reinstated specific County Performance Standards in alignment with W&I Code section 14154, focusing on Medi-Cal eligibility.

In October 2015, the State Legislature enacted AB 403 Foster Care: Continuum of Care Reform (CCR). CCR comprehensively reforms placement and treatment options for youth on probation and in foster care. Through CCR, reliance on congregate care is treated as a limited, short-term therapeutic intervention that is just one part of the continuum of care available for children, youth and young adults. STRTPs are a community care facility category in which qualified children placed under the custody of the Department of Children and Family Services (DCFS) and/or the Probation Department (Probation) are assessed and given short term residence with intensive interventions, 24-hour care and supervision, and SMHS. Implementation of CCR began on January 1, 2017. Once an STRTP has met the state licensing and contracting requirements with DCFS and/or Probation, DMH, as the MHP, must then contract with the STRTP contractor for the provision of SMHS. While DMH currently provides the SMHS at STRTPs, DHCS identifies them as 24-hour residential services and, to remain in compliance with DHCS reporting requirements, DMH has separated STRTP into its own contract.

Execution of STRTP contracts is ongoing and dependent upon DCFS solicitation timelines, and the time it takes the State to license a contractor. Given this, it has been difficult for DMH management to estimate the number of contracts and the dollar amount associated with the STRTP service roll out process. Therefore, to remain in compliance with AB 403, to ensure continuity of care, and to expeditiously expand STRTP services throughout the County, DMH is requesting authority to exempt STRTP funds from the delegated authority requirement.

As public entities, school districts request to negotiate language within the Financial Provisions, Exhibit A. These changes are within reason and do not significantly impact the County.

On April 14, 2026, DMH requested exemption to Board Policy No. 5.120 (Authority to Approve Increase to Board-Approved Contract Amounts) (Attachment IV) for increases to the Contracts in Recommendations 1 through 3 over 10% and, in accordance with the Policy, DMH considers this request approved, as we did not hear otherwise.

Each Supervisor  
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Attachment I lists the OP-OP and STRTP Contractors, their headquarter addresses, Supervisorial District(s), Services Area(s) and the annual MCAs.

Attachment II is the contract template and has been approved as to form by County Counsel.

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

**IMPACT ON CURRENT SERVICES**

Board approval of the recommended actions will allow DMH to continue to provide SMHS through our network of providers to efficiently service clients throughout the County and to remain in compliance with state regulations as the MHP for the County.

Respectfully submitted,

LISA H. WONG, Psy D.  
Director

LHW: RH:KN:SK:RLR:ZW:atm

Attachment

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

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH  
OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS**

CONTRACTOR NAME AND HEADQUARTER ADDRESS	LE #	Headquarter & Service Area Sup Dist.	MCA FY 2026-27	MCA FY 2027-28	MCA FY 2028-29
1736 FAMILY CRISIS CENTER 2116 Arlington Avenue, Suite 200 Los Angeles, CA 90018	00256	2,6	\$ 440,320	\$ 440,320	\$ 440,320
A GREATER LOVE FOSTER FAMILY AGENCY, INC. 7731 Painter Ave., Whittier, CA 90602	02497	4,7	\$ 240,000	\$ 240,000	\$ 240,000
ALCOTT CENTER FOR MENTAL HEALTH SERVICES 1433 S. Robertson Blvd. Los Angeles, CA 90035	00177	3,5	\$ 7,286,411	\$ 7,286,411	\$ 7,286,411
ALL FOR KIDS ORGANIZATION 1910 Magnolia Ave., Los Angeles, CA 90007	00668	2,6	\$ 30,014,542	\$ 30,014,542	\$ 30,014,542
ALMA FAMILY SERVICES 900 Corporate Center Drive, Suite 350 Monterey Park. CA 91754	00173	1,3	\$ 13,908,598	\$ 13,908,598	\$ 13,908,598
AMANECEC COMMUNITY COUNSELING SVS, A NON-PROFIT CORP. 1200 Wilshire Blvd., Suite 400 Los Angeles, CA 90017	00180	1,4	\$ 12,786,971	\$ 12,786,971	\$ 12,786,971
ASC TREATMENT GROUP DBA THE ANNE SIPPI CLINIC 2457 Endicott Street Los Angeles, CA 90032	00409	1,4	\$ 3,051,975	\$ 3,051,975	\$ 3,051,975
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC. (AADAP) 2900 S. Crenshaw Blvd. Los Angeles, CA 90016	01167	2,6	\$ 259,275	\$ 259,275	\$ 259,275
ASIAN PACIFIC HEALTH CARE VENTURE, INC. 4216 Fountain Ave. Los Angeles, CA 90029	01800	1,4	\$ 177,678	\$ 177,678	\$ 177,678
ASPIRA NET 400 Oyster Point Blvd. San Francisco, CA 94080	00467	Out of County	\$ 2,050,409	\$ 2,050,409	\$ 2,050,409
BARBOUR AND FLOYD MEDICAL ASSOCIATES 2610 Industry Way, Suite A Lynwood, CA 90262	00175	2,6	\$ 9,868,394	\$ 9,868,394	\$ 9,868,394
BAYFRONT YOUTH & FAMILY SERVICES 324 East Bixby Rd Long Beach, CA 90807	01273	4,8	\$ 4,873,353	\$ 4,873,353	\$ 4,873,353
BEHAVIORAL HEALTH SERVICES, INC. 15519 Crenshaw Boulevard Gardena, CA 90249	01150	2,8	\$ 1,487,132	\$ 1,487,132	\$ 1,487,132
BRIDGES COMMUNITY TREATMENT SERVICES, INC. 279 E. ARROW HIGHWAY, STE.102, SAN DIMAS, CA 91773	00274	1,3	\$ 7,885,048	\$ 7,885,048	\$ 7,885,048
CALIFORNIA INSTITUTE OF HEALTH & SOCIAL SVC, INC. DBA ALAFIA MENTAL HEALTH INSTITUTE 8929 S. Sepulveda Blvd., Suite 401 Los Angeles, CA 90045	01192	2,5	\$ 2,713,701	\$ 2,713,701	\$ 2,713,701
CENTER FOR INTEGRATED FAMILY & HEALTH SERVICES, INC. 540 S. Eremland Drive Covina, CA 91723	01209	5,3	\$ 3,286,256	\$ 3,286,256	\$ 3,286,256
CHILD & FAMILY CENTER 21545 Centre Point Parkway Santa Clarita, CA 91350	00210	5,2	\$ 14,477,169	\$ 14,477,169	\$ 14,477,169
CHILD AND FAMILY GUIDANCE CENTER 9650 Zelzah Avenue Northridge, CA 91325	00207	2,3	\$ 35,387,186	\$ 35,387,186	\$ 35,387,186
CHILDNET YOUTH & FAMILY SERVICES, INC. 4155 Outer Traffic Circle Long Beach, CA 90804	00783	4,8	\$ 20,554,370	\$ 20,554,370	\$ 20,554,370
CHILDREN'S HOSPITAL OF LOS ANGELES 4650 Sunset Blvd. Los Angeles, CA 90027	00179	1,4	\$ 24,356,057	\$ 24,356,057	\$ 24,356,057
CHILDREN'S INSTITUTE INC. 2121 W. Temple St. Los Angeles, CA 90026	00591	1,4	\$ 33,446,667	\$ 33,446,667	\$ 33,446,667

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH  
OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS**

CONTRACTOR NAME AND HEADQUARTER ADDRESS	LE #	Headquarter & Service Area Sup Dist.	MCA FY 2026-27	MCA FY 2027-28	MCA FY 2028-29
COMMUNITY FAMILY GUIDANCE CENTER 10929 South Street, Suite 208-B Cerritos, CA 90703	00181	4,7	\$ 8,295,436	\$ 8,295,436	\$ 8,295,436
COUNSELING & RESEARCH ASSOCIATES. INC.DBA MASADA HOMES 108 W. Victoria Street Gardena, CA 90248	00779	2,8	\$ 24,331,869	\$ 24,331,869	\$ 24,331,869
COUNSELLING4KIDS 225 W. Broadway Avenue., Suite 155 Glendale, CA 91204-1332	00694	5,2	\$ 7,656,772	\$ 7,656,772	\$ 7,656,772
DIDI HIRSCH PSYCHIATRIC SERVICE 4760 S. Sepulveda Blvd. Culver City, CA 90230	00183	2,5	\$ 36,169,383	\$ 36,169,383	\$ 36,169,383
DIGNITY HEALTH DBA CALIFORNIA HOSPITAL MEDICAL CENTER 1401 S. Grand Avenue Los Angeles, CA 90015	01285	1,4	\$ 3,853,045	\$ 3,853,045	\$ 3,853,045
DISABILITY COMMUNITY RESOURCE CENTER 12901 Venice Blvd. Los Angeles, CA 90066	00316	3,5	\$ 227,413	\$ 227,413	\$ 227,413
DREW CHILD DEVELOPMENT CORPORATION 1770 E. 118th Street Los Angeles, CA 90059	01181	2,6	\$ 3,920,565	\$ 3,920,565	\$ 3,920,565
D' VEAL CORPORATION DBA D'VEAL FAMILY AND YOUTH SERVICES 2750 East Washington Blvd., Suite 230 Pasadena, CA 91107	00778	5,3	\$ 9,353,054	\$ 9,353,054	\$ 9,353,054
EGGLESTON YOUTH CENTER INC. 256 West Badillo Street Covina, CA 91723	01853	1,3	\$ 2,258,084	\$ 2,258,084	\$ 2,258,084
EHAB YACoub, MD, INC. DBA BRAIN HEALTH USA 1225 W.190TH ST., #280, GARDENA, CA 90248	02412	3,8	\$ 9,480,488	\$ 9,480,488	\$ 9,480,488
EL CENTRO DE AMISTAD, INC. 566 South Brand Boulevard, San Fernando, CA 91340	00185	3,2	\$ 7,570,157	\$ 7,570,157	\$ 7,570,157
EL CENTRO DEL PUEBLO 1157 Lemoyne Street Los Angeles, CA 90026	01250	1,4	\$ 1,407,751	\$ 1,407,751	\$ 1,407,751
EMOTIONAL HEALTH ASSOCIATION DBA SHARE! THE SELF-HELP AND RECOVERY EXCHANGE 6666 Green Valley Circle Culver City, CA 90230	01311	2,5	\$ 2,412,734	\$ 2,412,734	\$ 2,412,734
ENKI HEALTH AND RESEARCH SYSTEMS, INC. 150 E. Olive Ave., Suite 203 Burbank, CA 91502	00188	5,2	\$ 44,332,226	\$ 44,332,226	\$ 44,332,226
ETTIE LEE HOMES, INC. 5146 N. Maine Ave. Baldwin Park, CA 91706	00995	1,3	\$ 1,758,151	\$ 1,758,151	\$ 1,758,151
EXCEPTIONAL CHILDREN'S FOUNDATION 5350 Machado Rd Culver City, CA 90230	01567	2,5	\$ 2,816,027	\$ 2,816,027	\$ 2,816,027
EXODUS RECOVERY, INC. 9808 Venice Blvd., Suite 700 Culver City, CA 91105	00527	2,5	\$ 24,165,565	\$ 24,165,565	\$ 24,165,565
FILIPINO-AMERICAN SERVICE GROUP, INC. 135 N. Park View Street Los Angeles, CA 90026	00302	1,4	\$ 86,882	\$ 86,882	\$ 86,882
FIVE ACRES - THE BOYS & GIRLS AID SOCIETY OF LA COUNTY 760 W. Mountain View Street Altadena, CA 91001	00647	3,5	\$ 23,717,350	\$ 23,717,350	\$ 23,717,350
FLORENCE CRITTENTON SERVICES OF ORANGE COUNTY, INC. 801 East Chapman Ave., Suite 203 Fullerton, CA 92831	00870	Out of County	\$ 11,175,984	\$ 11,175,984	\$ 11,175,984
FOOTHILL FAMILY SERVICE 2500 E. Foothill Blvd., Ste. 300 Pasadena, CA 91107	00724	5,3	\$ 17,093,263	\$ 17,093,263	\$ 17,093,263

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH  
OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS**

<b>CONTRACTOR NAME AND HEADQUARTER ADDRESS</b>	<b>LE #</b>	<b>Headquarter &amp; Service Area Sup Dist.</b>	<b>MCA FY 2026-27</b>	<b>MCA FY 2027-28</b>	<b>MCA FY 2028-29</b>
FOR THE CHILD, INC. 4565 California Ave. Long Beach, CA 90807	00300	4,8	\$ 2,345,643	\$ 2,345,643	\$ 2,345,643
GATEWAYS HOSPITAL & MENTAL HEALTH CENTER 1891 Effie St. Los Angeles, CA 90026	00190	1,4	\$ 13,306,430	\$ 13,306,430	\$ 13,306,430
HAMBURGER HOME DBA AVIVA CENTER 7120 Franklin Ave. Los Angeles, CA 90046	00174	3,4	\$ 16,235,497	\$ 16,235,497	\$ 16,235,497
HATHAWAY SYCAMORES CHILD & FAMILY SERVICES 840 N. Avenue 66 Los Angeles, CA 90042	00192	5,3	\$ 83,575,936	\$ 83,575,936	\$ 83,575,936
HAYNES FAMILY OF PROGRAMS, INC. 233 W. Baseline Rd., La Verne, CA 91750	00697	5,3	\$ 4,457,657	\$ 4,457,657	\$ 4,457,657
HEALTHRIGHT 360 1563 Mission St. San Francisco, CA 94103	00348	Out of County	\$ 10,812,640	\$ 10,812,640	\$ 10,812,640
HELPLINE YOUTH COUNSELING, INC. 14181 Telegraph Rd. Whittier, CA 90604	01232	4,7	\$ 3,668,701	\$ 3,668,701	\$ 3,668,701
HERITAGE CLINIC & THE COMMUNITY ASSISTANCE PROGRAM FOR SENIORS 447 N. El Molino Ave. Pasadena, CA 91101	00965	5,3	\$ 11,515,599	\$ 11,515,599	\$ 11,515,599
HILLSIDES 940 Avenue 64, Pasadena, CA 91105	00321	3,5	\$ 32,928,179	\$ 32,928,179	\$ 32,928,179
HILLVIEW MENTAL HEALTH CENTER, INC. 12450 Van Nuys Blvd., Ste. 200 Pacoima, CA 91331-1352	00194	3,2	\$ 10,923,620	\$ 10,923,620	\$ 10,923,620
HOMES FOR LIFE FOUNDATION 8939 S. Sepulveda Blvd., Ste. 460 Los Angeles, CA 90045	00508	2,5	\$ 986,013	\$ 986,013	\$ 986,013
INSTITUTE FOR FAMILY CENTERED SERVICES INC. 9166 Anaheim Pl, Suite 200, Rancho Cucamonga, CA 91730	01981	5,3	\$ 8,991,698	\$ 8,991,698	\$ 8,991,698
INSTITUTE FOR MULTICULTURAL COUN. & EDU. SVCS, INC. (IMCES) 3580 Wilshire Blvd., Ste. 2000 Los Angeles, CA 90010	00699	2,4	\$ 13,057,350	\$ 13,057,350	\$ 13,057,350
JEWISH FAMILY SERVICES OF LOS ANGELES 330 N. Fairfax Avenue, Los Angeles, CA 90036	01521	3,4	\$ 2,594,340	\$ 2,594,340	\$ 2,594,340
JWCH INSTITUTE, INC. 5650 Jillson St., Commerce, CA 90040	01563	4,7	\$ 3,358,387	\$ 3,358,387	\$ 3,358,387
KEDREN COMMUNITY HEALTH CENTER, INC. DBA KEDREN 4211 S. Avalon Blvd. Los Angeles, CA 90011	00197	2,6	\$ 40,028,617	\$ 40,028,617	\$ 40,028,617
KOINONIA FOSTER HOMES, INC. 3731 Magnolia St., Loomis, CA 95650	02023	OOO, OOO	\$ 140,000	\$ 140,000	\$ 140,000
KOREAN AMERICAN FAMILY SERVICES CENTER 3727 West 6th St., Ste. 320 Los Angeles, CA 90020	01794	3,4	\$ 549,145	\$ 549,145	\$ 549,145
KOREATOWN YOUTH & COMMUNITY CENTER, INC. 3727 West 6th St., Ste. 300 Los Angeles, CA 90020	00326	2,4	\$ 1,758,704	\$ 1,758,704	\$ 1,758,704
LOS ANGELES LGBT CENTER 1625 N. Schrader Blvd. Los Angeles, CA 90028	00304	3,4	\$ 1,540,827	\$ 1,540,827	\$ 1,540,827
LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave., 29th Fl, Los Angeles, CA 90017	00315	1,4	\$ 8,264,804	\$ 8,264,804	\$ 8,264,804

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH  
OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS**

ATTACHMENT I

CONTRACTOR NAME AND HEADQUARTER ADDRESS	LE #	Headquarter & Service Area Sup Dist.	MCA FY 2026-27	MCA FY 2027-28	MCA FY 2028-29
MARYVALE 7600 E. Graves Ave. Rosemead, CA 91770	01034	1,3	\$ 4,129,861	\$ 4,129,861	\$ 4,129,861
MCKINLEY CHILDREN'S CENTER, INC. DBA MCKINLEY 762 W. Cypress St. San Dimas, CA 91773	00971	5,3	\$ 9,239,965	\$ 9,239,965	\$ 9,239,965
MENTAL HEALTH AMERICA OF LOS ANGELES 200 Pine Ave., Ste. 400 Long Beach, CA 90802	00200	4,8	\$ 25,747,827	\$ 25,747,827	\$ 25,747,827
NEW DIRECTIONS, INC. 11303 Wilshire Blvd., VA Bldg. 116 Los Angeles, CA 90073	01142	3,5	\$ 873,823	\$ 873,823	\$ 873,823
NUEVO AMANECER LATINO CHILDREN'S SERVICES 5400 Pomona Blvd., Los Angeles, CA 90022	02037	1,4	\$ 244,375	\$ 244,375	\$ 244,375
OLIVE CREST TREATMENT CENTERS, INC. 2130 E. Fourth St., Ste. 200 Santa Ana, CA 92705	00518	Out of County	\$ 5,257,438	\$ 5,257,438	\$ 5,257,438
ONE IN LONG BEACH, INC. 2017 E. 4th St., Long Beach, CA 90814	00859	4,8	\$ 345,222	\$ 345,222	\$ 345,222
OPTIMIST BOYS' HOME & RANCH INC. 6957 N. Figueroa St. Los Angeles, CA 90041-1076	00781	1,1,2,3,4,5,8	\$ 9,339,529	\$ 9,339,529	\$ 9,339,529
PACIFIC ASIAN COUNSELING SERVICES 8616 La Tijera Blvd., Ste. 200 Los Angeles, CA 90045	00579	2,5	\$ 6,155,462	\$ 6,155,462	\$ 6,155,462
PACIFIC CLINICS 800 S. Santa Anita Ave. Arcadia, CA 91006	00120	Out of County	\$ 107,693,041	\$ 107,693,041	\$ 107,693,041
PARA LOS NINOS 5000 Hollywood Blvd., Hollywood, CA 90027	01169	3,4	\$ 5,379,048	\$ 5,379,048	\$ 5,379,048
PARENTS ANONYMOUS, INC. 435 Yale Ave., Claremont, CA 91711	02457	5,3	\$ 2,918,636	\$ 2,918,636	\$ 2,918,636
PASADENA UNIFIED SCHOOL DISTRICT 351 S. Hudson Ave., Room 206 Pasadena, CA 91109	01228	5,3	\$ 2,640,241	\$ 2,640,241	\$ 2,640,241
PATHWAYS COMMUNITY SERVICES, LLC. dba Clavida 8337 Telegraph Rd, Suite 300, Pico Rivera, CA 90660	00801	4,7	\$ 7,556,015	\$ 7,556,015	\$ 7,556,015
PENNY LANE CENTERS 15305 Rayen St. North Hills, CA 91343	00201	3,2	\$ 39,620,648	\$ 39,620,648	\$ 39,620,648
PERSONAL INVOLVEMENT CENTER, INC. 8220 S. San Pedro St. Los Angeles, CA 90003	01194	2,6	\$ 7,559,974	\$ 7,559,974	\$ 7,559,974
PHOENIX HOUSES OF LOS ANGELES, INC. 11600 Eldridge Ave., Lake View Terrace, CA 91342	00805	5,2	\$ 5,107,089	\$ 5,107,089	\$ 5,107,089
PRIME HEALTHCARE SERVICES - ST. FRANCIS, LLC dba St. Francis Medical Center 3630 E. Imperial Highway Lynwood, CA 90262	02286	2,6	\$ 1,987,398	\$ 1,987,398	\$ 1,987,398
PROJECT IMPACT, INC. 2640 Industry Way, Suites G & H, Lynwood, CA 90262	02364	2,6	\$ 3,321,298	\$ 3,321,298	\$ 3,321,298
PROJECT RETURN PEER SUPPORT NETWORK 2677 Zoe Ave., Ste. 304 Huntington Park, CA 90255	01961	1,7	\$ 6,446,377	\$ 6,446,377	\$ 6,446,377
PROVIDENCE SAINT JOHN'S HEALTH CENTER 1339 20th St., Santa Monica, CA 90404	00217	3,5	\$ 4,107,530	\$ 4,107,530	\$ 4,107,530
SAN FERNANDO VALLEY COMMUNITY MHC, INC. 16360 Roscoe Blvd., 2nd Fl. Van Nuys, CA 91406	00208	3,2	\$ 45,897,976	\$ 45,897,976	\$ 45,897,976

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH  
OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS**

CONTRACTOR NAME AND HEADQUARTER ADDRESS	LE #	Headquarter & Service Area Sup Dist.	MCA FY 2026-27	MCA FY 2027-28	MCA FY 2028-29
SAN GABRIEL CHILDREN'S CENTER, INC. 1211 Center Court Drive, Suite #105, Covina, CA 91724-3613	00320	1,3	\$ 3,691,830	\$ 3,691,830	\$ 3,691,830
SHIELDS FOR FAMILIES 11601 S. Western Ave. Los Angeles, CA 90047	00558	2,8	\$ 11,204,447	\$ 11,204,447	\$ 11,204,447
SOCIAL MODEL RECOVERY SYSTEMS, INC. 223 E. Rowland St. Covina, CA 91723	00212	1,3	\$ 6,207,277	\$ 6,207,277	\$ 6,207,277
SOUTH BAY CHILDREN'S HEALTH CENTER ASSOCIATION, INC. 410 Camino Real, Redondo Beach, CA 90277	00213	2,8	\$ 1,717,556	\$ 1,717,556	\$ 1,717,556
SOUTHERN CALIFORNIA HEALTH AND REHABILITATION PROGRAM (SHARP) 2610 Industry Way, Ste. A Lynwood, CA 90262	00506	2,6	\$ 42,722,493	\$ 42,722,493	\$ 42,722,493
SPECIAL SERVICE FOR GROUPS 905 E. 8th St., Los Angeles, CA 90021	00214	2,4	\$ 74,820,219	\$ 74,820,219	\$ 74,820,219
SPIRITT FAMILY SERVICES, INC. 8000 Painter Ave. Whittier, CA 90602	01160	4,7	\$ 3,962,510	\$ 3,962,510	\$ 3,962,510
ST. ANNE'S MATERNITY HOME 155 N. Occidental Blvd. Los Angeles, CA 90026	01186	1,4	\$ 10,222,544	\$ 10,222,544	\$ 10,222,544
ST. JOSEPH CENTER 204 Hampton Dr., Venice, CA 90291	00218	3,5	\$ 9,467,997	\$ 9,467,997	\$ 9,467,997
STAR VIEW BEHAVIORAL HEALTH, INC. 1501 Hughes Way, Ste. 150 Long Beach, CA 90810	00543	4,8	\$ 65,536,874	\$ 65,536,874	\$ 65,536,874
STEP-UP ON SECOND STREET, INC. 1328 Second St., Santa Monica, CA 90401	00215	3,5	\$ 13,910,281	\$ 13,910,281	\$ 13,910,281
STIRLING ACADEMY, INC. 6931 Van Nuys Blvd., Ste. 102 Van Nuys, CA 91405	00216	3,2	\$ 3,070,804	\$ 3,070,804	\$ 3,070,804
TARZANA TREATMENT CENTERS, INC. 18646 Oxnard St., Tarzana, CA 91356	01156	3,2	\$ 27,488,672	\$ 27,488,672	\$ 27,488,672
TELECARE CORPORATION 1080 Marina Village Parkway, Ste. 100, Alameda, CA 94501	00108	Out of County	\$ 21,503,017	\$ 21,503,017	\$ 21,503,017
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION 8019 S. Compton Ave. Los Angeles, CA 90001	01379	2,6	\$ 23,177,366	\$ 23,177,366	\$ 23,177,366
THE CHILDREN'S CENTER OF ANTELOPE VALLEY 45111 Fern Ave., Lancaster, CA 93534	01066	5,1	\$ 4,880,747	\$ 4,880,747	\$ 4,880,747
THE GUIDANCE CENTER 1301 Pine Ave., Long Beach, CA 90813	00191	4,8	\$ 20,072,216	\$ 20,072,216	\$ 20,072,216
THE HELP GROUP CHILD AND FAMILY CENTER 13130 Burbank Blvd. Sherman Oaks, CA 91401	00198	3,2	\$ 22,291,331	\$ 22,291,331	\$ 22,291,331
THE INSTITUTE FOR THE REDESIGN OF LEARNING 205 Pasadena Ave., Suite 300 South Pasadena, CA 91030	00171	5,3	\$ 12,236,797	\$ 12,236,797	\$ 12,236,797
THE PEOPLE CONCERN 1453 16th St. Santa Monica, CA 90404	00305	3,5	\$ 16,462,317	\$ 16,462,317	\$ 16,462,317
THE VILLAGE FAMILY SERVICES, INC. 6736 Laurel Canyon Blvd., Ste. 200 North Hollywood, CA 91606	01224	3,2	\$ 10,808,091	\$ 10,808,091	\$ 10,808,091
THE WHOLE CHILD - MENTAL HEALTH & HOUSING SERVICES 10155 Colima Rd. Whittier, CA 90603	00195	4,7	\$ 12,344,545	\$ 12,344,545	\$ 12,344,545

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH  
OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS**

<b>CONTRACTOR NAME AND HEADQUARTER ADDRESS</b>	<b>LE #</b>	<b>Headquarter &amp; Service Area Sup Dist.</b>	<b>MCA FY 2026-27</b>	<b>MCA FY 2027-28</b>	<b>MCA FY 2028-29</b>
THERE IS HOPE, INC. 299 W. Foothill Blvd., Suite 111, Upland, CA 91786	02493	Out of County	\$ 140,000	\$ 140,000	\$ 140,000
TOBINWORLD 912 E. Broadway, Glendale, CA 91205	01171	5,2	\$ 2,557,854	\$ 2,557,854	\$ 2,557,854
TOPANGA-ROSCOE CORP. DBA TOPANGA WEST GUEST HOME 22115 Roscoe Blvd. Canoga Park, CA 91304	00630	5,2	\$ 2,504,593	\$ 2,504,593	\$ 2,504,593
TRINITY YOUTH SERVICES 201 N. Indian Hill Blvd., Ste. A-201 Claremont, CA 91711	01026	1,3, Out of County	\$ 1,488,689	\$ 1,488,689	\$ 1,488,689
UNITED AMERICAN INDIAN INVOLVEMENT, INC. 1453 West Temple Street, Los Angeles, CA 90026	00938	1,4	\$ 2,251,743	\$ 2,251,743	\$ 2,251,743
UNIVERSITY MUSLIM MEDICAL ASSOCIATION, INC. 711 W. Florence Ave. Los Angeles, CA 90044	01806	2,6	\$ 993,920	\$ 993,920	\$ 993,920
VICTOR TREATMENT CENTERS, INC. 1360 E. Lassen Ave. Chico, CA 95973	00118	Out of County	\$ 2,503,033	\$ 2,503,033	\$ 2,503,033
VIP COMMUNITY MENTAL HEALTH CENTER, INC. (VIP CMHC) 1721 Griffin Ave., Los Angeles, CA 90031	01044	1,4	\$ 14,945,098	\$ 14,945,098	\$ 14,945,098
VISTA DEL MAR CHILD & FAMILY SERVICES 3200 Motor Ave., Los Angeles, CA 90034	00196	2,5	\$ 13,289,526	\$ 13,289,526	\$ 13,289,526
WAYFINDER FAMILY SERVICES 5300 Angeles Vista Blvd. Los Angeles, CA 90043	01798	2,6	\$ 5,931,871	\$ 5,931,871	\$ 5,931,871
WELLNEST EMOTIONAL HEALTH & WELLNESS 3031 S. Vermont Ave. Los Angeles, CA 90007	00199	2,6	\$ 27,925,849	\$ 27,925,849	\$ 27,925,849
<b>TOTAL FOR OP-OP:</b>			\$ 1,535,574,380	\$ 1,535,574,380	\$ 1,535,574,380

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**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL**

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM- ORGANIZATIONAL PROVIDERS**

<b>CONTRACTOR NAME CONTRACTOR'S HEADQUARTER ADDRESS</b>	<b>LE#</b>	<b>Headquarter &amp; Service Area Sup Dist.</b>	<b>MCA FY 2026-27</b>	<b>MCA FY 2027-28</b>	<b>MCA FY 2028-29</b>
ABOUNDING RIVERS 11751 Mississippi Avenue, Suite 100, Los Angeles, CA 90025	02471	3,5	\$ 600,000	\$ 600,000	\$ 600,000
BOURNE, INC. 2235 N. Lake Ave., Suite 212, Altadena, CA 91001	02232	5,3	\$ 600,000	\$ 600,000	\$ 600,000
BOYS REPUBLIC 1907 Boys Republic Drive Chino Hills, CA 91709	02038	Out of County	\$ 7,400,000	\$ 7,400,000	\$ 7,400,000
DANGERFIELD INSTITUTE OF URBAN PROBLEMS, INC. 3870 Crenshaw Blvd., Suite 212 Los Angeles, CA 90008	02220	2,6	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000
DREAM HOME CARE, INC. 20695 S. Western Ave., Suite #132 Torrance, CA 90501	02230	4,8	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000
EGGLESTON YOUTH CENTER INC. 256 West Badillo Street Covina, CA 91723	01853	1,3	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000
ETTIE LEE HOMES, INC. 5146 N. Maine Ave. Baldwin Park, CA 91706	00995	1,3	\$ 750,000	\$ 750,000	\$ 750,000
FIELDS COMPREHENSIVE YOUTH SERVICES, INC. 8780 19th Street, Suite 196 Alta Loma, CA 91701	02082	Out of County	\$ 1,366,667	\$ 1,366,667	\$ 1,366,667
FIVE ACRES - THE BOYS & GIRLS AID SOCIETY OF LA COUNTY 760 W. Mountain View Street Altadena, CA 91001	00647	3,5	\$ 3,600,000	\$ 3,600,000	\$ 3,600,000
FLEMING & BARNES, INC DBA DIMONDALE ADOLESCENT CARE FACILITY 23860 Hawthorne Blvd., Suite 200, Torrance, CA 90505	02294	4,8	\$ 4,800,000	\$ 4,800,000	\$ 4,800,000
GARCES RESIDENTIAL CARE SERVICES 7349 Milliken Ave., Ste. 140-223 Rancho Cucamonga, CA 91730	02235	Out of County	\$ 600,000	\$ 600,000	\$ 600,000
HATHAWAY SYCAMORES CHILD & FAMILY SERVICES 840 N. Avenue 66 Los Angeles, CA 90042	00192	5,3	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000
HILLSIDES 940 Avenue 64, Pasadena, CA 91105	00321	3,5	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
HUMANISTIC FOUNDATION, INC. DBA NEW CONCEPT GROUP HOME 5757 W. Century Blvd, Ste 303, Los Angeles, CA 90043	02205	2,5	\$ 1,066,667	\$ 1,066,667	\$ 1,066,667
LUVLEE'S RESIDENTIAL CARE DBA NEW DAWN 20723 Walnut Valley Dr Walnut, CA 91789	02083	1, Out of County	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
MARY'S SHELTER dba MARY'S PATH 18221 E. 17th St., Santa Ana, CA 92705	02289	Out of County	\$ 3,200,000	\$ 3,200,000	\$ 3,200,000
MCKINLEY CHILDREN'S CENTER, INC. DBA MCKINLEY 762 W. Cypress St. San Dimas, CA 91773	00971	5,3	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL**

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM- ORGANIZATIONAL PROVIDERS**

<b>CONTRACTOR NAME CONTRACTOR'S HEADQUARTER ADDRESS</b>	<b>LE#</b>	<b>Headquarter &amp; Service Area Sup Dist.</b>	<b>MCA FY 2026-27</b>	<b>MCA FY 2027-28</b>	<b>MCA FY 2028-29</b>
OPTIMIST BOYS' HOME & RANCH INC. 6957 N. Figueroa St. Los Angeles, CA 90041-1076	00781	1,1,2,3,4,5,8	\$ 800,000	\$ 800,000	\$ 800,000
RANCHO SAN ANTONIO BOY HOME, INC. 21000 Plummer St., Chatsworth, CA 91311	02172	5,2	\$ 3,200,000	\$ 3,200,000	\$ 3,200,000
RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC. 400 N. Tustin Ave., Suite 120, Santa Ana, CA 92705	02125	Out of County	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
SAN GABRIEL CHILDREN'S CENTER, INC. 1211 Center Court Drive, Suite #105, Covina, CA 91724-3613	00320	1,3	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
ST. ANNE'S MATERNITY HOME 155 N. Occidental Blvd. Los Angeles, CA 90026	01186	1,4	\$ 3,200,000	\$ 3,200,000	\$ 3,200,000
TRINITY YOUTH SERVICES 201 N. Indian Hill Blvd., Ste. A-201 Claremont, CA 91711	01026	1,3, Out of County	\$ 3,200,000	\$ 3,200,000	\$ 3,200,000
VISTA DEL MAR CHILD & FAMILY SERVICES 3200 Motor Ave., Los Angeles, CA 90034	00196	2,5	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000
ZOE International PO Box 221510, Santa Clarita, CA 91322	02363	5,2	\$ 400,000	\$ 400,000	\$ 400,000
<b>TOTAL FOR STRTP:</b>			\$ 52,283,334	\$ 52,283,334	\$ 52,283,334

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

**CONTRACTOR**

**DEPARTMENT OF MENTAL HEALTH OUTPATIENT PROGRAMS-ORGANIZATIONAL  
PROVIDERS CONTRACT**

\_\_\_\_\_  
Contract Number

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

\_\_\_\_\_  
Vendor Number

\_\_\_\_\_  
Reference Number

\_\_\_\_\_

\_\_\_\_\_  
Contractor Headquarters Address

**Contractor Headquarters' Supervisorial District** \_\_\_\_\_

**Contractor Headquarters' Service Area** \_\_\_\_\_

**Mental Health Supervisorial District(s)** \_\_\_\_\_

**Mental Health Service Area(s)** \_\_\_\_\_

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## **STANDARD EXHIBITS**

- A** Financial Provisions
- B** Fiscal Summary(ies)
- C** Statement of Work/Provider Site List
  - C1** Statement of Work Terms and Conditions and Attachments
- D** County's Administration
- E** Contractor's Administration
- F** Acknowledgement of Confidentiality Agreements
  - F1** Contractor Acknowledgement and Confidentiality Agreement
  - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
  - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Definitions
- H** Medi-Cal and Unique Terms and Conditions
- I** Attestation Regarding Information Security and Technology Requirements
- J** Digital Accessibility Requirements
- K** Required Supplemental Documents
- L** Contribution and Agent Declaration Form
- M** Ownership/Controlling Interest Disclosure
- N** Behavioral Health Services Act Issue Resolution Guide Process

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
SERVICES**

This Contract ("Contract") is made and entered into on **Enter Date ("Execution Date")**, by and between the County of Los Angeles, hereinafter referred to as "County," and **Contractor Name**, hereinafter referred to as "Contractor." **Contractor Name** is located at **Contractor Address**.

**RECITALS**

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

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

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

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

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

WHEREAS, these services will be provided by Contractor in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunity and Responsibility to Kids Act, WIC Section 11200 et seq.; BHSA relevant WIC Sections 4090, 4094, 4096, 4096.5, 5675, 5813.5, 5840, 5840.5, , 5846, 5878.2, and 5895. Sections 5610, 5613, 5614, 5664, 5805, 5806, 5813.5, 5830, 5835, 5840, 5840.7, 5845.5, 5848.5, 5849.1, 5849.2, 5849.3, 5852.5, 5868, 5878.1, 5878.3,

5881, 5886, 5890, 5891, 5891.5, 5892, 5892.1, 5892.5, 5893, 5897, 5898, 14197.7, and 14707.5, 5831, 5845.1, 14197.71 to, 5887 and 5963; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code (USC) Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 USC Section 300 et seq.; Title XXI of the Social Security Act; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations (CCR); 45 Code of Federal Regulations (CFR) Parts 160 and 164 and WIC Section 5328 et seq.; 42 CFR section 455.104, California Department of Health Care Services (DHCS) Mental Health Plan Contract; the Behavioral Health Services Act (BHSA) County Policy Manual; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E (Cost Principles) and Subpart F (Single Audit Requirement); County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

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

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

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## 1.0 APPLICABLE DOCUMENTS

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

### Standard Exhibits:

- Exhibit A Financial Provisions
- Exhibit B Financial Summary
- Exhibit C Statement of Work/Provider Site List  
C1 Statement of Work Terms and Conditions and Attachments
- Exhibit I Attestation Regarding Information Security and Technology Requirements

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

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) 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. Exhibit G (Definitions) lists words and their definitions as used herein, unless otherwise apparent from the context in which they are used.

## 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 in herein.

3.1.1 Contractor is responsible for accessing and adhering to the applicable policies, procedures, and parameters on the DMH website at the following link: [LAC Department of Mental Health Public Portal](#).

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 must have no claim whatsoever against the County.

## 4.0 TERM OF CONTRACT

### 4.1 Term:

4.1.1 Initial Period: The Initial Period of this Contract will commence on \_\_\_\_\_, and will continue in full force and effect through \_\_\_\_\_.

4.1.2 Automatic Renewal Period(s): After the Initial Period, this Contract will be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Contract in accordance with Paragraph 8.41 (Termination for Convenience).

(1) First Automatic Renewal Period: The First Automatic Renewal Period will commence on \_\_\_\_\_ and will continue in full force and effect through \_\_\_\_\_.

(2) Second Automatic Renewal Period: The Second Automatic Renewal Period will commence on \_\_\_\_\_ and will continue in full force and effect through \_\_\_\_\_.

4.2 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 the County will exercise a contract term extension option.

4.3 The Contractor must notify Department when this Contract is within six (6) months of 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 FINANCIAL PROVISIONS

### 5.1 Reimbursement

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

- 5.2 Written Approval for Reimbursement (Intentionally Omitted)**
- 5.3 Notification of 75% of Total Contract Sum (Intentionally Omitted)**
- 5.4 No Payment for Services Provided Following Expiration-Termination of Contract (Intentionally Omitted)**
- 5.5 Invoices and Payments (Intentionally Omitted)**
- 5.6 Unresolved Disallowed Costs**

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

- 5.7 Cost of Living Adjustments (COLAs) (Intentionally Omitted)**
- 5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.8.1** 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).

**5.8.2** 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.

**5.8.3** 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.

**5.8.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with 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 subparagraphs are designated in Exhibit D (County’s Administration). The County will notify the Contractor by giving 10 days prior electronic notice of any changes that occur pursuant to Paragraph 8.33 (Notices).

### **6.2 Director of Mental Health**

The role of the Director:

**6.2.1** The Director will have the authority to administer this Contract on behalf of the County. All references to the actions or decisions to be made by the County in this Contract will be made by the Director unless otherwise expressly provided.

**6.2.2** The Director may designate one or more persons to act as their designee for the purposes of administering this Contract. Therefore “Director” will mean “Director and/or designee.”

**6.2.3** The Director will coordinate with Contractor and ensure Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

### **6.3 County Monitoring Manager**

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

#### **6.4 County Contract Lead**

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

#### **6.5 County's Contract Development and Administration Division Contract Analyst**

The role of the County's Contract Development and Administration Division (CDAD) Contract Analyst is to manage and facilitate the administrative functions of the Contract. The CDAD Contract Analyst 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.

### **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 by giving 10 days prior electronic notice of any changes that occur pursuant to Paragraph 8.33 (Notices).

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

**7.2.1** The Contractor's Contract 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 Contract Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Contract Lead/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 Contract Manager.

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

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

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

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

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

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

## **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, including, but not limited to, staff who work directly with County clients, are responsible for protected health information (PHI), and who work on County property, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

**7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4** 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 including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, directives, 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, 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).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement). Additionally, Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment 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, Financial Summary, maximum contract amount, payments, or any term or condition included under this Contract, except as identified in Paragraph 8.33 (Notices), an amendment to the Contract 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 change, 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 (Intentionally Omitted)**

### **8.5 Complaints**

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints in accordance with the below and with Exhibit H (Medi-Cal and Unique Terms and Conditions).

#### **8.5.1 Complaint Procedures**

- Within 30 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 30 business days for County approval.

- 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.
- The Contractor must preliminarily investigate all complaints and notify the County's Contract Lead/ Project Monitor of the status of the investigation within 10 business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Contract Lead/Project Monitor 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, including, but not limited to, Title XIX of the Social Security Act, Title II of the Americans with Disability Act (ADA), California Government Code Section 11135, the ADA Standards for Accessible Design 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, ADA standards, 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 unless objected to by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or

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

- 8.6.3** Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments, or litigation known to Contractor, whether civil or criminal, initiated against Contractor, or its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this Contract.

## **8.7 Compliance with Civil Rights Laws**

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

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

### **8.8.1 Jury Service Program**

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

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

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an

annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor 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 Contract.
- 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 Who 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](mailto:gainstart@dpss.lacounty.gov) and

[BServices@opportunity.lacounty.gov](mailto:BServices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

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

### **8.12.1 Responsible Contractor**

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

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

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

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

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

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

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement and Notice to its Employees of the 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, 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](#)" (available in [English/Spanish/Chinese/Korean](#)) 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.

The Contractor, and its subcontractor(s), can access posters and other program material at [babysafela.org](http://babysafela.org).

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

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

**8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain 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. In addition to the requirements set forth in Exhibit H (Medi-Cal and Unique Terms and Conditions), monitoring will also 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**

To the extent permitted by applicable law the Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act, any applicable State law, 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 subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers

(County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor 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 ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

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

-or-

Electronically to the County CDAD Analyst identified on Exhibit D (County Administration)

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

#### **8.24.4 Cancellation of or Changes in Insurance**

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

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

- **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.

## **8.26 Liquidated Damages**

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

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the

Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of the Program Service Exhibit and Attachment 1 (PRS) of the Specialty Service Exhibit of Attachment C1 (Statement of Work Terms and Conditions and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

## **8.27 Most Favored Public Entity (Intentionally Omitted)**

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, language, gender, gender identity, gender expression, sexual orientation, age (over 40), physical disability (including HIV and AIDS) and/or intellectual disabilities, or mental health condition, medical conditions (e.g. cancer), denial of family care leave, marital status, or political affiliation, in compliance with all applicable Federal and State laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set

forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

**8.28.2** 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 and/or ethnicity,, color, spirituality or religious affiliation, ancestry, national origin, gender expression, sexual orientation, language, age (over 40), physical disability (including HIV and AIDS) and/or intellectual disabilities, or mental health condition, medical conditions (e.g. cancer) marital status, denial of family care leave, or political affiliation, status as a disabled veteran with a disability or veteran of the Vietnam era in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor will not discriminate against or harass, nor will it permit harassment of, its employees during employment based upon race and/or ethnicity, color, spirituality or religious affiliation, national origin, ancestry, language, gender, age (over 40), marital or living partnership, sexual orientation, physical disability (including HIV and AIDS) and/or intellectual disabilities, mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor will ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et

seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, gender, gender identity, gender expression, sexual orientation, language, age (over 40), physical disability (including HIV and AIDS) and/or intellectual disabilities or mental health condition, medical conditions (e.g. cancer), marital status, denial of family care leave, or political affiliation status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor must give written notice of its obligations under this paragraph 8.28 to labor organizations with which it has a collective bargaining or other Contract.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, language, gender, gender identity, gender expression, sexual orientation, age (over 40), physical disability (including HIV and AIDS) and/or intellectual disability, mental health condition, medical condition (e.g. cancer), marital status, denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has

violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

**8.28.9** Contractor must include the provisions of this Paragraph 8.28 in every subcontract or purchase order unless otherwise expressly exempted.

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business 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 Monitoring Manager/Contract Lead any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Monitoring Manager/Contract Lead 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 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 via electronic mail addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Information included on Exhibit D (County Administration) and Exhibit E (Contractor Administration) may be changed by either party by giving ten (10) days prior electronic 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.

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

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

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

### **8.34 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.

### **8.35 Public Records Act**

**8.35.1** 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 8.37

(Record Retention and Inspection-Audit Settlement) and Exhibit H (Medi-Cal and Unique Terms and Conditions) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) 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.

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

## **8.36 Publicity**

**8.36.1** 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 Contract Lead/Project Monitor. The County will not unreasonably withhold written consent.

**8.36.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

## **8.37 Record Retention and Inspection-Audit Settlement**

**8.37.1** The Contractor must maintain accurate and complete financial records, employment records and other records relating to its performance of this

Contract in accordance with the below and Exhibit H (Medi-Cal and Unique Terms and Conditions). 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.

**8.37.2** 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 Contract Management and Monitoring Division within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.37.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### **8.38 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.

### **8.39 Subcontracting**

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

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

- The reasons for the particular subcontract.
- A detailed description of the work to be performed by the subcontractor.
- Identification of the proposed subcontractor.
- A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

- A draft copy of the proposed subcontract; which will include the following provisions:

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

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

"The contracting parties will be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7, for a period of ten (10) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

- Further, the Contractor will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period of ten (10) years from the end of the fiscal year in which such services were provided or until final resolution of any audits, whichever occurs later.
- Other pertinent information and/or certifications requested by the County.
- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

**8.39.4** 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.

**8.39.5** 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.

- 8.39.6** The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7** 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.
- 8.39.8** 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:

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

-or-

Electronically to the County CDAD Analyst identified on Exhibit D (County Administration).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (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 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

**8.41 Termination for Convenience**

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

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

8.41.2.1 Make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Contract to other

agencies for continuing services in accordance with the patient's/client's needs. Such plans will be subject to prior written approval of the Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Contract, all costs related to all such transfers or referrals as well as all costs related to all continuing services will not be a charge to this Contract nor reimbursable in any way under this Contract.

8.41.2.2 If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 9.23 (Purchases), the same must be immediately returned to County.

**8.41.3** 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 8.37 (Record Retention and Inspection-Audit Settlement).

## **8.42 Termination for Default**

**8.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the 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.

**8.42.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor 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.

**8.42.3** 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 8.42.2 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

**8.42.5** The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **8.43 Termination for Improper Consideration**

**8.43.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this 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.

**8.43.2** 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/>.

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

#### **8.44 Termination for Insolvency**

**8.44.1** The County may terminate this 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.

**8.44.2** The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, 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.

#### **8.46 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.

**8.47 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.

**8.48 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 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.49 Warranty Against Contingent Fees**

**8.49.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

**8.49.2** 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.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the

rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.52 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 ten (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](#).

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

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

If 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.

#### **8.54 Integrated Pest Management (IPM) Program Compliance (Intentionally Omitted)**

#### **8.55 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.56 Compliance with the County Policy of Equity**

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

of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

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

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

#### **8.58 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to

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

#### **8.59 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 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

**9.1.1** The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH), and applicable State law. Contractor understands and agrees that, as a provider of mental health services, it is a "Covered Entity" under HIPAA and HITECH and, as such, has obligations under federal and State laws with respect to the confidentiality, privacy, and security of patients' medical information, and

must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA, HITECH and applicable State laws.

**9.1.2** The parties acknowledge their separate and independent obligations with respect to HIPAA, HITECH and applicable State laws, and that such obligations relate to *transactions and code sets, privacy, and security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA, HITECH and applicable State laws in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, HITECH and applicable State laws but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

**9.1.4** Contractor further agrees that, should it fail to comply with its obligations under HIPAA, HITECH and applicable State laws, it will indemnify and hold harmless the County (including its Special Districts, elected and appointed officers, employees, and agents) for damages to the other party that are attributable to such failure.

## **9.2 Ownership of Materials, Software and Copyright**

For the County's terms and conditions regarding Ownership of Materials and Copyright, refer to Exhibit I, Attachment 1 (Information Security and Privacy Requirements).

## **9.3 Patent, Copyright and Trade Secret Indemnification (Intentionally Omitted)**

## **9.4 Data Destruction**

For the County's terms and conditions regarding Data Destruction, refer to Exhibit I, Attachment 1 (Information Security and Privacy Requirements).

## **9.5 Contractor Protection of Electronic County Information**

9.5.1 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. The policy was adopted to protect personal information (PI), PHI, and medical information (MI) electronically stored and/or transmitted by County contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

- 9.5.2 Contractor must sign Exhibit I (Attestation Regarding Information Security and Technology Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200, and, if applicable, DMH's Information Technology Technical Requirements (Attachment 5) acknowledging 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 and Technology documents **annually and upon notification by DMH of updated Information Security and Technology documents.**

#### **9.6 Contractor's Charitable Activities Compliance**

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. 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](#))

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

- 9.7.1 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](#).
- 9.7.2 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.
- 9.7.3 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.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having

withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

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

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

**9.8.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

**9.8.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

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

- 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

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

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

**9.9.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

**9.9.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

- 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

- 9.10 Organic Waste Recycling (Intentionally Omitted)**
- 9.11 Procurement of California Health and Safety Code § 39730.5 et seq. Compliant Compost and Mulch (Intentionally Omitted)**
- 9.12 Edible Food Donation (Intentionally Omitted)**
- 9.13 Compliance with County's Women in Technology Hiring Initiative (Intentionally Omitted)**
- 9.14 Reduce Single-Use Plastics (Intentionally Omitted)**
- 9.15 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements**
  - 9.15.1** During the term of this Contract, Contractor must comply with the California Senate Bill (hereinafter "SB") 525, as codified under California Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Contract, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.
  - 9.15.2** Contractor must ensure that all employees performing work under this contract within a covered healthcare facility are compensated in compliance with SB 525.
  - 9.15.3** Upon request from DMH, Contractor must provide monthly payroll records for any month for which services were rendered under this contract to demonstrate adherence to SB 525.
- 9.16 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations (Intentionally Omitted)**
- 9.17 Compliance with the Assembly Bill 1978 (AB 1978) - Property Service Workers Protection Act (Intentionally Omitted)**
- 9.18 Digital Accessibility Requirements**

For any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, Contractor must comply with Exhibit J (Digital Accessibility Requirements) all applicable

accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the [Web Content Accessibility Guidelines](#) (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

### **9.19 Third Party Members**

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

### **9.20 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions (45 C.F.R. Part 76)**

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

### **9.21 Disclosures**

**9.21.1** Disclosure of five percent or More Ownership Interest: Pursuant to 42 CFR section 455.104, Contractor must submit the disclosures below to County regarding ownership and control. Contractor must provide the certification set forth in Exhibit M (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.21. Contractor must submit updated disclosures (Exhibit M) to County before entering into Contract, and within 35 days after any change in the Contractor's ownership or upon request by the County. Contractor must send all the

disclosures to those persons and addresses which are set forth in Paragraph 8.33(Notices).

(a) Disclosures to be provided:

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

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

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

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

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

## **9.22 Certification of Drug-Free Work Place**

Contractor certifies and agrees that Contractor and its employees will comply with Board of Supervisors’ [Policy 9.050](#) and maintain a drugfree work place. Contractor and its employees will not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 USC Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, must notify Director, or designee, in writing.

## **9.23 Purchases**

- 9.23.1 Purchase Practices: Contractor must fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items will be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.
- 9.23.2 Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County will retain all proprietary interest, except the use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies purchased or obtained by Contractor

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

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

9.23.4 Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor will immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from

any cause, Contractor will immediately send Director a detailed written report. Contractor will contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

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

#### **9.24 Air or Water Pollution Requirements:**

Unless specifically exempted under federal law, any federally funded Outpatient Programs-Organizational Providers Contract and/or any subcontract in excess of \$100,000 must comply with the following provisions:

- 9.24.1 Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 USC Section 1857(h)], section 508 of the Clean Water Act (33 USC Section 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).
- 9.24.2 Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC Section 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC Section 1251 et seq.), as amended.

#### **9.25 Behavioral Health Services Act Issue Resolution**

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

## 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 Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.4	Data Destruction
Paragraph 9.5	Information Security and Privacy Requirements
Paragraph 9.18	Digital Accessibility Requirements

DRAFT

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: RACHEL KLEINBERG  
Senior Deputy County Counsel

EXHIBIT A  
 FINANCIAL EXHIBIT  
 (FINANCIAL PROVISIONS)  
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EXHIBIT A  
FINANCIAL EXHIBIT  
(FINANCIAL PROVISIONS)

**A. GENERAL**

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

Service Delivery Plan, Statement of Work/Provider Site List under the Contract.

- (e) Total reimbursement provided for a Program Service or Specialty Service will be for services and/or activities that benefit a specific member group or program served under the Contract.
- (2) The Contractor must comply with all requirements necessary for reimbursement as established by federal, State, and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidance, and directives.
- (3) In order to reduce County costs, the Contractor must comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which must be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers (pursuant to WIC Section 5891(a)(3)). In addition, Contractor will ensure that, to the extent a recipient of services under the Contract is eligible for coverage under Medi-Cal, Medicare or any other federal or State program (an eligible member), services provided to such eligible member are billed appropriately.
  - (a) To the extent that the County determines Contractor has improperly billed for services to a particular Program Service or Specialty Service, County, in its discretion, may disallow payment of said services and/or may make corrective accounting entries to post the payment of said services to the appropriate Program Service or Specialty Service and/or require Contractor to void and rebill or replace claimed services to facilitate corrective adjustments and payment from the appropriate Allocation.

**B. REIMBURSEMENT FOR INITIAL PERIOD**

- (1) The MCA for the Initial Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Outpatient Programs – Organizational Providers must not exceed \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) and will consist of Program Service and Specialty Service Allocations as shown in Exhibit B, Financial Summary.

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

- (1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Outpatient Programs – Organizational

Providers Contract must not exceed \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) and will consist of Program Service and Specialty Service Allocations as shown in Exhibit B, Financial Summary.

- (2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Outpatient Programs – Organizational Providers Contract must not exceed

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) and will consist of Program Service and Specialty Service Allocations as shown in Exhibit B, Financial Summary.

- (3) Reimbursement for First Extension Period: The MCA for the First Extension of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Outpatient Programs – Organizational Providers Contract must not exceed

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) and will consist of Program Service and Specialty Service Allocations as shown in Exhibit B, Financial Summary.

- (4) Reimbursement for Second Extension Period: The MCA for the First Extension of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Outpatient Programs – Organizational Providers Contract must not exceed

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) and will consist of Program Service and Specialty Service Allocations as shown in Exhibit B, Financial Summary.

- (5) Optional Extension Period (if exercised): The MCA for the Optional Extension Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Outpatient Programs – Organizational Providers Contract must not exceed

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) and will consist of Program Service and Specialty Services Allocation as shown in Exhibit B, Financial Summary.

**D. REIMBURSEMENT BASIS**

- (1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County’s claims processing information system, and except as further limited elsewhere in the Contract, Contractor will utilize

non-negotiable, fixed rates specified in the rate schedule published annually, except as may be provided under Subparagraph D (2) of this Exhibit A (FINANCIAL PROVISIONS) and Paragraph L (PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, AND THIRD-PARTY REVENUES). Whenever possible, DMH will publish the rate schedule on or prior to April 1 of each year.

- (2) Reimbursement of Other Allowable Direct Expenses (Invoiced): Certain Program Service or Specialty Service Allocations may provide for and allow Contractor to submit requests for reimbursement to the County for specific expenses, including services/activities that cannot be claimed through the County's claims processing information system. These expenses will be referred to as a "Invoiced Costs." Such reimbursement will be based on actual costs plus an indirect cost rate, if applicable and pre-approved by the County, expressed as a percentage of actual costs. To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan must be submitted to County on or before June 30<sup>th</sup> prior to the beginning of the fiscal year.
- (a) Startup Costs: During the initial year that the contract is in effect, or the implementation of a new program and/or a new site, allowable startup costs may be applicable. The MCA, as identified in Paragraph B (REIMBURSEMENT FOR INITIAL PERIOD), may include startup cost amounts not to exceed *25% of the annual maximum contract amount*. Startup costs are those expenses necessary to plan, prepare for, and assume operation of the eligible *[Program Name]*, specified in the Contract. Startup costs are non-recurring, preparatory expenses that occur only once—at the beginning of a contract, program or site—to make it operational. The startup costs must be reasonable and allowable and will only be provided to Contractor on a one-time basis, subject to Director's review and approval. Once Contractor begins providing eligible direct services, startup costs are no longer available, and reimbursement is solely based on claims for eligible mental health services.
- i. Contractor must submit a startup expenditure plan and obtain DMH approval prior to the utilization of any startup funding. The startup expenditure plan must include the projected cost and justification for each proposed expense. Reimbursement will not be provided for any cost not included in the approved startup expenditure plan.
- ii. Invoices for startup expenditures will be in the format and content, specified by County for each Program Service or Specialty Service. Invoices must be submitted pursuant to Paragraph E (BILLING PROCEDURES) Subparagraph (4) Invoices for Direct Expenses and Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Failure to comply with the terms specified in Subparagraph (4) of

Paragraph E (BILLING PROCEDURES) may result in non-payment of said invoice.

- iii. Invoices for startup expenditures will be reimbursed in arrears upon receipt of an accurate, approved invoice. Startup funds are not eligible to be advanced.
  - iv. Should Contractor fail to open their provider site(s)/program and begin providing eligible direct services within 12 months of execution of this Contract, all reimbursed startup expenditures provided to Contractor will be due back to the County upon receipt of written notification by County and in accordance with Paragraph P (PAYMENT BY CONTRACTOR TO COUNTY).
- (3) Unique Program Service or Specialty Service: To the extent that the Contract includes a Program Service or Specialty Service which has billing and payment requirements that are not consistent with the provisions of this Paragraph D (REIMBURSEMENT BASIS), the special billing and payment requirements must be set forth in an amendment or other written form of addenda to this Financial Exhibit A (Financial Provisions), Statement(s) of Work, PSE, and/or SSE memorializing the specific billing and payment requirement which will be signed by Contractor and Director.

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

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

- (3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX SD/MC and Title XXI MCHIP, must be entered into the County's claims processing information system within 30 calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph E, (BILLING PROCEDURES).
- (a) With the exception of CalWORKs MHS Non-MC, Contractor must submit claims within 30 calendar days as specified above unless there is a reasonable justification, in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX SD/MC or under Title XXI MCHIP, within 6 months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; (ii) replacement claims for services under Title XIX SD/MC or under Title XXI MCHIP within 9 months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (iii) any Non-Medi-Cal claims within 8 months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.
  - (b) For the CalWORKs MHS Non-MC program, Contractor must submit all eligible claims, including replacement claims, routinely and frequently, and no later than one week after the end of the month in which the eligible services are rendered. For example, claims for eligible July services must be submitted by the first week of August. Any late billings falling outside of the date approved and specified by DMH may preclude payment from the Department of Public Social Services, which may result in non-payment.
  - (c) Notwithstanding Subparagraphs (3) (a) and (b) of this Paragraph E (BILLING PROCEDURES), for Title XIX SD/MC and Title XXI MCHIP claims, good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.
  - (d) In addition to all other limitations provided in this Paragraph E (BILLING PROCEDURES), claims for all services provided through June 30<sup>th</sup> of a given fiscal year under Program Service, Specialty Service, or invoices as set forth in Exhibit B, Financial Summary, must be entered into the County's claims processing information system no later than July 15<sup>th</sup> of the subsequent fiscal year, or as agreed to by the Director.
  - (e) In the event the State or federal government or any funding source agency denies any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor will not seek or retain payment from

County and must indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims or invoices, including those denied claims that were submitted outside the period of time specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES), except any claims which are denied due to the fault of the County. Any controversy or dispute arising from the denial of claims from the State, federal government, or other agencies must be handled by Contractor in accordance with the applicable State, federal, or other agency's administrative appeal process.

- (f) Contractor must, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES). In the event Contractor is not able to make timely submission into the County's claims processing information system due to no fault on the part of Contractor, such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification will be pursuant to the DMH OP-OP Contract, Subparagraph 8.33 (NOTICES), and such notification will also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.
  - i. Contractor must be responsible for ensuring all response files (e.g., Health Care Claim Status Response/277 Claim Acknowledgment File, TA1, 999, and 835 files) are received, reviewed, and dispositioned within the time frame(s) established by DMH CIOB.
- (g) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the submission by Contractor of claiming information into the County's claims processing information system, and County, if appropriate, will waive the requirement of Subparagraph (3) of this Paragraph E (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor will enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

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

must be extended by the amount of time required to implement such modifications.

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

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

- (a) In addition to all other limitations provided in this Paragraph E (BILLING PROCEDURES), invoices for direct expenses for all services provided through June 30<sup>th</sup> of a given fiscal year as set forth in Exhibit B, Financial Summary, will be submitted to the persons and at the addresses identified in Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS) no later than July 15<sup>th</sup> of the subsequent fiscal year, or as agreed to by the Director.
- (b) Invoices reimbursed from departments operating on a cash-accounting system basis (e.g., DCFS, DPSS) will be paid by DMH no later than June 30 of the applicable fiscal year and are subject to the availability of appropriated funds. Accordingly, Contractor will track, document, and report to DMH all liabilities and planned expenditures to be incurred by June 30, no later than May 30 of each fiscal year, in the form and manner prescribed by DMH. Failure to accurately track, document, and report such liabilities may, at DMH's sole discretion, result in the disallowance and non-payment of invoices, regardless of timely submission.
- (c) **Late Invoice Submission:**

Contractor must submit all invoices in accordance with the timelines and requirements set forth in this Agreement. Failure to submit an invoice by the required deadline may result in delays in payment processing and may limit the County's ability to reimburse the Contractor for the associated costs. The County will have no obligation to honor or process any invoice submitted more than **(90) calendar days** after the end of the applicable billing period unless prior written approval for late submission is granted by the County.

If the Contractor's repeated or extended late submissions impede the County's fiscal operations, reporting requirements, or funding deadlines, the County may, at its sole discretion:

1. **Deny the invoice;**
2. **Withhold payment** pending receipt of corrective action plan to prevent future late submissions; and/or
3. Treat continued noncompliance as a **breach of contract**, subject to remedies under the Agreement, including suspension or termination.

Contractor acknowledges that the County's funding sources may impose strict billing deadlines and that late submissions may render the associated costs **ineligible for payment**. In these instances, Contractor is fully responsible for such costs.

**F. COUNTY PAYMENT FOR SERVICES RENDERED**

- (1) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County will pay Contractor in accordance with the following:
  - (a) County will make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in the Contract, but within 60 calendar days after submission and approval. County will make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.
  - (b) Payments for services or accurate and approved invoices will be paid within 60 calendar days after receipt, subject to the limitations and conditions specified in the Contract.

**G. BILLING AND PAYMENT LIMITATIONS**

- (1) County payments to Contractor for performance of eligible services hereunder are subject to limitations of the Contract; application of various County, State and/or federal reimbursement limitations; application of any County, State and/or federal policies, procedures and regulations; and/or County, State or federal audits.
- (2) The total maximum reimbursement that will be paid by County to Contractor under the Contract, including Cash Flow Advances (CFA), if applicable, for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period and any Extension Periods must not be more than the Maximum Contract Amount (MCA) specified in Contract for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, and any Extension Periods respectively.
  - (a) In addition to the general limitation of Paragraph G (2), above, in no event must the maximum reimbursement that will be paid by County to Contractor under the Contract for any Program Service or Specialty Service be more than the amount identified on each line item in the Financial Summary, for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period and any Extension Period, as applicable.
  - (b) Contractor will immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under the Contract in an amount equal to 60 percent of the total MCA or 60 percent of the Program Service or Specialty Service Allocation(s) during the Initial Period, First Automatic Renewal

Period, Second Automatic Renewal or any Extension Period of the Contract.

(i) Contractor will send such notice to those persons and addresses which are set forth in the DMH OP-OP Contract, Subparagraph 8.33 (NOTICES).

(ii) Failure of Contractor to comply with this Subparagraph G (2) (b) will be considered a breach of the Contract.

- (3) Except as otherwise provided in the Contract, the total MCA and/or the Program Service or Special Service Allocation(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (REIMBURSEMENT FOR INITIAL PERIOD) and C (REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED) will not be increased or decreased without a properly executed amendment to the Contract. The Parties acknowledge that the actual number of individuals seeking care from Contractor who are eligible under a particular Program Service or Specialty Service may differ from the estimated number upon which the funding Allocations were based, and that it may be appropriate to increase Contractor's responsibility to provide services to certain eligible individuals while decreasing its responsibilities to provide services to other eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Program Service or Specialty Service Allocation(s), may be accomplished through a formal amendment. In case of non-substantive changes an administrative amendment, may be executed by Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment will be initiated by the County and will require the contractor's signature to make such administrative amendment effective.
- (a) County and Contractor may, by written amendment, reduce programs or services and revise the applicable MCA and/or Program Service or Specialty Service Allocation(s). The Director must provide 15 business days' prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County. Any such change in any applicable MCA and/or Program Service or Specialty Service Allocation will be effected by a written amendment to the Contract, prepared by Director, and executed by both parties.
- (4) Other Limitations for Certain Program Service(s) or Specialty Service(s): In addition to all other limitations provided in this Paragraph G (BILLING AND PAYMENT LIMITATIONS), reimbursement for services rendered under certain Program Service or Specialty Service may be further limited by rules, regulations, and procedures applicable only to that Program Service or

Specialty Service. Contractor must be familiar with said rules, regulations, and procedures and submit all claims in accordance therewith.

- (a) Reimbursement of certain invoices are contingent upon the completion of appropriate deliverable(s). If the County reasonably determines from a review of Contractor's service, billing, and other records that the Contractor failed to deliver required deliverable(s) associated with invoiced costs, County will have the right to adjust and/or recover payment(s) associated with such invoice(s). The recovery from Contractor must be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) in accordance with the terms of Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY) and Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).
- (5) Adjustment of Claims Based on Other Data and Information: The County will have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and 835 data, all of which will supersede and take precedence over the claimed amount submitted by Contractor.
- (6) Adjustment of Claims for Contract Compliance: The Director, in their sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor will not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of the Contract. Such actions may include, but are not limited to, denying claims for payment; holding claims for Medi-Cal services from being forwarded for adjudication by the State; withholding payment of certain claims; and/or demanding repayment from Contractor.
  - (a) Concurrent with any such action, Director must provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action(s). Thereafter, Contractor may, within 10 calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and will receive if requested, County's claim line details necessary for making such determination, including any amount(s) held, denied or reduced.
  - (b) Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

- (c) Within 15 calendar days of said meeting, County will, in writing, notify Contractor of its final decision which may include County's request to Contractor to void said claims in the County's claim processing information system. The decision of the Director will be final.

Should the County grant reconsideration, such reconsideration will only be applicable to claims paid and processed to the appropriate funding sources after the date that said reconsideration is granted.

- (7) No Payment for Services Rendered Following Expiration/Termination of Contract: Contractor must have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of the Contract or any part thereof. Should Contractor receive any such payment, it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of the Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of the Contract.
- (8) Contractor agrees to hold harmless both the State and member in the event County cannot or will not pay for services performed by Contractor pursuant to the Contract.

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

- (1) The Contract is subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of the Contract, including, but not limited to, those contained in State's Budget Act.
- (2) The Contract is also subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of the Contract.
- (3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under the Contract corresponding with that fiscal year and any subsequent fiscal year during the term of the Contract (including any extensions), and the services to be provided by the Contractor under the Contract will also be reduced accordingly. The County's notice to the Contractor regarding said reduction in payment obligation must be provided within 30 calendar days of the Board's approval of such action. Except as set forth above in Subparagraph (3) of this Paragraph H (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph I

(CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor must continue to provide all of the services set forth in the Contract.

- (4) Notwithstanding any other provision of the Contract, County will not be obligated by any provision of the Contract during current or future County fiscal years unless and until the County's Board of Supervisors appropriates funds for the Contract in County's Budget for each such fiscal year. In the event funds are not appropriated for the Contract, then the Contract will terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. County will notify Contractor of any such non-appropriation of funds as soon as such information becomes available.
- (5) Notwithstanding any other provision of the Contract, for the purposes of any special grants and discretionary funds received from the Board of Supervisors, any unspent amounts of such grants and/or discretionary funds, if so authorized by the grantor or the Board of Supervisors, may be rolled over from one fiscal year to the next by decreasing the Allocation and MCA for the fiscal year in which the funds were unspent and increasing the Allocation and MCA by the same amount in the following fiscal year. Such roll over of funds will not, in any event, allow Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds must be effected by a duly executed amendment to the Contract.

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

- (1) Funds under the Contract are provided for the delivery of mental health services to eligible beneficiaries under each of the Program Service and Specialty Service identified in Exhibit B, Financial Summary. Each Program Service and Specialty Service has been established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Program Service and Specialty Service.
- (2) Contractor may not redirect funds from one Program Service or Specialty Service to another Program Service or Specialty Service, except through a duly executed amendment to the Contract.
- (3) Contractor may not charge services delivered to an eligible member under one Program Service or Specialty Service to another Program Service or Specialty Service. When a recipient of services is an eligible member under more than one Program Service or Specialty Service, Contractor must charge the services to the Program Service or Specialty Service under which the County will receive maximum reimbursement from non-County sources,

provided that Contractor has available funds under the appropriate Program Service or Specialty Service Allocation.

- (4) Contractor also must not charge services delivered to an eligible member for Medi-Cal to the Non-Medi-Cal Program Service or Specialty Service Allocation except in such cases when a client's eligibility for benefits is being established or determined, or when the client is eligible for Medi-Cal minor consent, or when DMH has given advance approval to use the Non-Medi-Cal Program Service or Specialty Service Allocation. Upon confirming that said client is approved for Medi-Cal benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal Program Services or Specialty Service Allocation was to a client approved for Medi-Cal, Contractor must void the original claims for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and resubmit such claims for Medi-Cal under the correct Program Service or Specialty Service, to the extent the claim submission complies with the timeline specified in Subparagraph E (3).
- (5) Contractor will deliver services to clients to the extent that funding is provided by the County. Where Contractor determines that services to clients can no longer be delivered, Contractor must provide 30 calendar days prior written notice to County. Contractor will thereafter refer clients to County or to another appropriate Contractor.
  - (a) Contractor will not be required to provide the notice required under Subparagraph (5) of this Paragraph I (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS) if the County reduces funding to the Contractor under Paragraph H (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning of, or during, a fiscal year. In addition, if County reduces or eliminates funding for a specific Program Service or Specialty Service, or portion thereof, Contractor will not be responsible for continuing services for those clients served by the Program Service or Specialty Service, or portion thereof.

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

- (1) Contractor must deliver and monitor services so that Contractor can provide continued and uninterrupted provision of quality services to eligible beneficiaries as specified in the Contract, to the extent funding is provided by County. If the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (2) of this Paragraph J (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN), County may notify

Contractor to discuss and determine whether a corrective action plan (CAP) will be required.

- (a) If a CAP is issued and Contractor fails to comply with such CAP, County may implement remedies specified in Subparagraph (2) of Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE).
- (2) Without limiting Contractor's obligations under the Contract, Contractor must meet performance and/or outcome expectations that are specified in the Contract, Statement(s) of Work, Program Service and Specialty Service Exhibit(s), approved Service Delivery Plan (SDP), and/or Department guidelines, directives, and practice parameters.
  - (a) County will contact Contractor to discuss and determine remedies for late submission of an SDP.

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

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

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

- (2) Contractor acknowledges and agrees that the County, in undertaking the processing of claims and payment for Program Services and Specialty Services rendered under the Contract, does so as an integral component of the Medi-Cal Behavioral Health Delivery System for the State and federal governments.
- (3) Contractor must submit to County all Title XIX SD/MC and/or Title XXI MCHIP claims or other State required claims data within the timeframe(s) prescribed by the Contract to allow the County to meet the timeframes prescribed by the State and federal governments. County will have no liability for Contractor's failure to comply with the timeframes established under the Contract and State and federal timeframes, except to the extent that such failure was due to the fault of the County.
- (4) County, as part of the Medi-Cal Behavioral Health Delivery System, must submit to the State in a timely manner, claims for Title XIX SD/MC services, and/or Title XXI MCHIP services only for those services/activities identified

and entered into the County's claims processing information system, which are compliant with State and federal requirements. County must make available to Contractor any subsequent State approvals or denials of such claims within 30 days of receipt thereof.

- (5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX SD/MC services and/or Title XXI MCHIP services is contingent upon reimbursement from the State and federal governments and that County will re-coup any payments for said services that are not ultimately reimbursable.
- (6) Contractor's ability to retain payment for such services and/or activities is entirely dependent upon Contractor's compliance with all laws and regulations related to same.
- (7) Notwithstanding any other provision of the Contract, Contractor will hold County harmless from and against any loss to Contractor resulting from the denial or disallowance of claims for or any audit disallowances related to said services by the County, State or federal governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the County.
- (8) Contractor must repay to County the amount paid by County to Contractor for Title XIX SD/MC and/or Title XXI MCHIP services/activities which are subsequently denied or disallowed by the County, State, and/or federal governments. In no event will County be liable or responsible to Contractor for any State approved Title XIX SD/MC and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.
- (9) The total County payment for Title XIX SD/MC services and/or Title XXI MCHIP services under federal requirements consists of federal financial participation, County, State and/or other grant funds. Contractor acknowledges that if such services are subsequently denied, voided, and/or disallowed, County will make a full recovery of such payments, as applicable.
- (10) Notwithstanding any other provision of the Contract, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment must be in accordance with Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY), except for

denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.

- (11) Contractor must comply with all written instructions provided to Contractor by Director, State, or other applicable payer source regarding claiming and documentation.
- (12) Nothing in this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) will be construed to limit Contractor's rights to appeal State and federal audit findings in accordance with the applicable State and federal regulations.

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

- (1) Contractor must comply with all County, State, and federal requirements and procedures relating to:
  - (a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
  - (b) The eligibility of patients/clients for SD/MC, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor will pursue and report collection of all patient/client and other revenue.
  - (c) Contractor must not charge the client's financial responsibility for a service to any Non-Medi-Cal Program Service or Specialty Service Allocation.
- (2) All fees paid by patients/clients receiving services under the Contract and all fees paid on behalf of patients/clients receiving services hereunder must be utilized by Contractor only for the delivery of mental health services/activities specified in the Contract.
  - (a) To the extent patient/client fees and third party revenues, are collected and are not adjusted in the applicable claim(s), Contractor will report and repay such patient/client fees and third party revenues by September 30<sup>th</sup> following the end of fiscal year, in accordance with Paragraph P (PAYMENT BY CONTRACTOR TO COUNTY).

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

- (1) The CFA, if approved by County, is an advance of funds to be repaid by Contractor with cash and/or offset by the cost of services/activities provided under the Contract during the applicable period.
- (2) For each month of each period of the Contract, County will reimburse Contractor based upon Contractor's submitted claims for rendered services/activities subject to claim edits and future audit processes. However, for each month of the first two months of the Initial Term, the First Automatic Renewal Period, the Second Automatic Renewal Period or any Extension Period, Contractor may request in writing from County a monthly CFA as herein described.
- (3) CFA disbursement(s), if any, will be part of the total maximum reimbursement, which is limited to the MCA as specified in Paragraph G (BILLING AND PAYMENT LIMITATIONS).
- (4) A CFA is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified in the DMH OP-OP Contract Exhibit H (Medi-Cal Unique Terms and Conditions) Paragraph 1.0 (DESCRIPTION OF SERVICES/ACTIVITIES), and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the extent that Contractor does not have sufficient operating reserves for such services/activities.
- (5) Notwithstanding any other provision to the contrary, , funding for goods or services paid through an invoice or start up funds must not be included when computing the monthly CFA.
- (6) Cash Flow Advance Request Letter: For each month for which Contractor is eligible to request and receive a CFA, Contractor must submit to the County a letter requesting a CFA and the amount of CFA Contractor is requesting.
  - (a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by County on or before the 15<sup>th</sup> day of that month (e.g., for the month of July, the request must be received by July 15).
    - i. If the letter requesting CFA is received by the County from the Contractor after the 15th day of the month, Contractor will not be eligible to receive a CFA for that month.
  - (b) The signed letter requesting a CFA must be sent via email, as a PDF file, to the Department of Mental Health Financial Services Bureau – FSB Administration at: FSB@dmh.lacounty.gov.

- i. FSB staff will determine whether Contractor is eligible to have its request considered based on the date the request letter is received by DMH and not the date on the request letter.
  - (c) Upon receipt of a request, Director, in their sole discretion, will determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
    - i. If a CFA is not approved, Director, will notify Contractor within 10 business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the decision.
- (7) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The CFA amount available to Contractor for any month will be reduced by County payments for claims received from Contractor. The County's claims payment process is initiated immediately upon County's receipt of reimbursement claim from Contractor.
- (8) Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request:
  - (a) For each of the first two months of each period that the Contract is in effect, Contractor may request in writing from County a monthly CFA for any funds, excluding allocations for invoices and Start-Up costs, which may be part of the MCA for such period as identified in the Financial Summary. Contractor must specify in its request the amount of the monthly CFA it is requesting, not to exceed \$\_\_\_\_\_ for the first month and \$\_\_\_\_\_ for the second month, if applicable. In no event will the monthly CFA requested by Contractor exceed 1/12<sup>th</sup> of the annualized MCA as identified on Exhibit B, Financial Summary, as of the specified month the CFA is requested.
  - (b) In case the Contract is amended to increase or reduce the MCA during the first two months during which the Contractor may request and receive CFA, the CFA amount will be recalculated for the remaining month(s) based on the executed date of the amendment. For the month in which the amendment is executed, the revised CFA amount will be based on the executed date of the amendment, and if such executed date falls between the 1<sup>st</sup> and the 15<sup>th</sup> of the month, the revised CFA amount will be adjusted based on the total amount of the change in the MCA. If the executed date falls between the 16<sup>th</sup> and the end of the month, the revised CFA amount will be calculated based on one half (1/2) of the total change in the MCA.
  - (c) The Contractor may request in writing from County, consistent with above Subparagraph (8) (a) of this Paragraph M (CASH FLOW

ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph E (BILLING PROCEDURES) or due to procedural matters associated with transitioning Contractor to County's new claims processing information system, County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in their sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County, in its sole discretion, will review Contractor's request including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and must respond accordingly within 15 business days from the receipt of such request.

- i. Additional monthly CFA is subject to approval by the Director, County Auditor-Controller, County Counsel and County Chief Executive Office.

(9) Recovery of Cash Flow Advances: If Contractor has received any CFA pursuant to this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), then recovery from Contractor's monthly claims will be made through cash payment made by Contractor to County and/or through County offsets to County payment(s) of Contractor's approved claim(s) as follows:

- (a) Generally, when Contractor renders services at a level that would indicate it will utilize all or a substantial portion of its MCA, County initiates recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year or at such time as payments to Contractor, including the CFA, reach the MCA. Such recovery is initiated through the Contractor rendering and submitting appropriate services and activities into the County's claims processing information system and/or the submission of invoices for direct charges.
- (b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would utilize all of its MCA, County may initiate recovery of the CFA as specified above in Subparagraph (9) (a) of this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED) prior to November 30<sup>th</sup> of the following fiscal year. If County intends to initiate recovery of the CFA prior to that November 30<sup>th</sup> date, County will give Contractor 30 calendar days' prior written notice, including the reason(s) for the intended actions, to ensure Contractor renders and submits sufficient services/activities to have repaid all, or a substantial

portion of the CFA, by November 30<sup>th</sup>. Contractor may, within 15 calendar days of the receipt of County's written notice, request reconsideration of the County's decision.

- (c) Notwithstanding any other provisions of the Contract, if CFA balance remains by November 30<sup>th</sup> of the following fiscal year, County will initiate recovery of the outstanding CFA balance within 30 calendar days from any amount payable to the provider. Repayment by Contractor will be in accordance with Paragraph P (PAYMENT BY CONTRACTOR TO COUNTY).
  - (d) If the amount to be recovered is significant and the County determines that full recovery in a single monthly payment would materially affect the provider's operations, the County may recover up to fifty percent (50%) of the payment scheduled to be made to the provider for that month. Recovery will continue on a monthly basis until the outstanding CFA balance is fully recovered; the recovery amount in any given month must not be less than fifty percent (50%) of the payment scheduled to be made to the provider for that month, unless the remaining CFA balance is less than fifty percent (50%) of the scheduled monthly payment.
- (10) When Contractor's CFA balance is zero in any fiscal year of the term of the Contract, any County and/or State and/or federal government-approved Contractor reimbursement claims for eligible services/activities will be disbursed in accordance with the terms and conditions of the Contract.
  - (11) Should Contractor request and receive a CFA, Contractor will exercise cash management of such CFA in a prudent manner.

#### **N. OTHER REQUIREMENTS FOR CONTRACTORS**

- (1) Contractor must maintain records documenting all Title XIX SD/MC services and/or Title XXI MCHIP services for a period of 10 years from the end of the fiscal year in which such services were provided or until three years after final resolution of any audits or appeals, whichever occurs later.
- (2) County may require, and Contractor must submit, financial data/reports related to this Contract in the format and timeline specified by County, for the purposes of evaluating MCA, Program Service or Specialty Service Allocation, and/or program review and fiscal audit.
- (3) County may collect from Contractor financial data/reports related to this Contract in the format and timeline specified by County for the purpose of evaluating contract rate(s), if mutually agreed to by the County and Contractor.
- (4) To comply with the Federal Medicaid Managed Care Final Rule and Federal Mental Health and Substance Use Disorder Services Parity Final Rule

requirements related to the recovery and reporting of overpayment(s) due to fraud, waste, or abuse (CMS-2390-P), Contractor must void any claims associated with such overpayment(s) within 30 calendar days of discovery of such overpayment(s).

- (a) To comply with the reporting requirement in Title 42 of Code of Federal Regulations, Part 438, and Centers for Medicare and Medicaid Services' (CMS) Final Rule, CMS-2390-P, Contractor must submit a report annually detailing the reasons for all voids requested as specified in DMH Policy 813.05 and in DMH Central Business Office (CBO) Bulletins NGA 20-009R, NGA 20-013, NGA 20-017, and any subsequent CBO Bulletin(s) related to Reporting of Overpayments (published in <https://dmh.lacounty.gov/for-providers/cbo-bulletins/>). Submission deadlines will be published in CBO Bulletins. Contractor bears the responsibility of all penalties or consequences resulting from submitting reports after the published due date unless otherwise notified.

**O. AUDIT AND AUDIT APPEAL**

- (1) At any time during the term of the Contract or after the expiration or termination of the Contract, in accordance with State and federal law including, but not limited, to Welfare and Institutions Code (WIC) Section 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under the Contract.
- (2) Settlement of audit findings and appeals will be conducted according to the auditing party's procedures in place at the time of the audit.
  - (a) County must follow all applicable federal, State, and County laws, regulations, manuals, guidelines and directives in recovering any overpayments from Contractor.
  - (b) If the audit findings result in an amount due to County by the Contractor, Contractor will make payment to the County in accordance with the terms of Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY). Payment will be submitted to the persons and at the address identified in Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).
  - (c) If the audit findings result in an amount due to Contractor by the County, County will initiate the payment process to Contractor within 30 days of receiving the audit report, whenever possible.
- (3) County Audits:
  - (a) Should the auditing party be the County, Contractor will have 30 calendar days from the date of the audit report within which to file an

appeal with County. The letter providing the Contractor with notice of the audit findings must indicate the persons and address to which the appeal should be directed. County must consider all information presented by Contractor with its appeal and will issue its decision on the appeal after such consideration. Such decision is final. County will issue a written notification of the amount due within 30 calendar days of the appeal decision. Contractor must make payment to the County as instructed in the written notification of the amount due.

- (b) If applicable, Director, in their sole discretion, will determine the need to revise certain reports/forms as needed to reflect the audit disallowance related to costs and expenditures as agreed by Contractor. To the extent such revisions are made, County will inform Contractor of such action and provide Contractor with a copy of the revised reports/forms.
- (4) At times, it may be necessary for County to negotiate a settlement with the Contractor outside of the appeals and hearing process with the State or another auditing party. In those cases, County will execute a separate written agreement with Contractor to formalize mutually agreed upon terms.
- (5) **Repayment of Disallowed Charges:**  
The determination of reasonable and allowable expenditures must be made in accordance with generally accepted accounting principles (GAAP), and all applicable federal, State, and County requirements, guidelines, standards, and procedures, including the Department of Auditor-Controller Contract Accounting and Administration Handbooks.  
Expenditures not made in accordance with the above standards may be disallowed during monitoring or audit reviews and will require repayment by the Contractor.

**P. PAYMENTS BY CONTRACTOR TO COUNTY**

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

**Q. FINANCIAL SOLVENCY**

- (1) Contractor must maintain adequate provisions to meet the solvency/working capital criteria specified in DMH Policy 812.03 *Financial Responsibility Requirements for Existing DMH Contractors*.

**R. COUNTY AND CONTRACTOR REQUESTED CHANGES**

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

(LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS), Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in the [Outpatient Programs – Organizational Providers Service Delivery Plan Instructions](#).

- (4) If County and Contractor agree to make a funding and/or service plan change relevant to the Contract, Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in the [Outpatient Programs – Organizational Providers Service Delivery Plan Instructions](#).

**S. DELEGATED AUTHORITY**

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

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

- (1) Due to the length of the DHCS SD/MC UOS claiming processes, County and Contractor acknowledge that the final determination of the amounts owed by the Parties to each other will occur during First and/or Second Automatic Renewal/Extension Period(s) as described in the DMH OP-OP Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the expiration or

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

- (2) Fiscal Year 2022-23 was Last Year of Cost Report: The County's review, desk review, and/or audit of any cost reports, invoices, or supporting documentation may continue and be completed after the expiration or renewal of this Contract. The Contractor agrees that the County retains the right to disallow costs and to adjust and/or recover payments based on the results of such review or audit, notwithstanding the expiration, termination, or renewal of this Contract.

**U. PAYMENT AND INVOICE NOTIFICATIONS**

- (1) Contractor must submit all Invoices, including any supporting documentation, to County Accounting Division - Provider Reimbursement Section (PRS) and copy to Contract Management and Monitoring Division (CMMD) designated Lead Manager, except as otherwise provided under Subparagraph (1) (a) of this Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).

All Invoices under this Contract and supporting documentation must be submitted to the County Accounting Division PRS via electronic email to the following email address

[AD\\_PRS@dmh.lacounty.gov](mailto:AD_PRS@dmh.lacounty.gov)

The provider may copy CMMD or the designated program manager on the invoice submission.

- (a) In the event the Program Service or Specialty Service Invoice is set up to be billed electronically, invoices will be submitted in the specified electronic tracking system.
- (2) Contractor will submit all remittances and payments for amounts due to the County under the Contract to the following:

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

**V. COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE****(1) General Remedies:**

- (a) County may immediately, without prior written notice, suspend payments to Contractor for good cause, if the Director determines that Contractor is in default of any Contract provisions due to alleged fraud or similar intentional wrongdoing.
  - i. Thereafter, Contractor may request reconsideration of Director's decision to suspend payment.
  
- (b) County may suspend all, or a portion, of its payment if the Director determines that Contractor is in default of any Contract provisions due to noncompliance with, or failure to respond to, requests, policies, procedures, guidance, or other similar instructions from the County as required and until such time as the Contractor complies and such response has been reviewed and approved by Director.
  - i. Notwithstanding any other provision of the Contract, examples of noncompliance include, but are not limited to:
    - a. Insufficient documentation of clinical work that does not meet established federal, State, and County standards";
    - b. Failure to timely provide outcomes data; and/or
    - c. Failure to comply with a Corrective Action Plan (CAP).
    - d. Failure to meet specific Key Performance Indicators (KPIs) such as utilization requirements.
  
- (c) County may also withhold all, or a portion, of its payment if there is a reasonable determination that Contractor is or may become insolvent.
  
- (d) To the extent that the County intends to suspend all, or a portion, of its payment for reasons other than fraud or intentional wrongdoing:
  - i. Director will provide Contractor with at least 30 calendar days' prior written notice of such suspension that includes the reason(s) for such suspension.
  - ii. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.
  - iii. Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with

Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present information or documentation to the County relevant to the circumstances that led the County to take such actions and may propose alternative action(s).

- iv. Within 15 calendar days of said meeting, County will, in writing, notify Contractor, of its final decision. The decision of the Director will be final.
- v. Upon determination that Contractor is no longer in noncompliance with the Contract provision(s) that resulted in the suspension of payment, County will release withheld payments within 30 calendar days of such determination, unless otherwise prohibited by federal, State, and/or local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines, and/or directives.

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

- (a) If a CAP is issued and Contractor fails to comply with such CAP, County may impose the following remedies in addition to the general remedies identified in Subparagraph (1) of this Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE):
  - i. Restrict Contractor from expending any more funds allocated for the program(s) at issue by de-obligating previously allocated funds.
  - ii. Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue.
  - iii. Terminate specific program(s) within the Contractor's OP-OP Contract, and/or terminate the Contractor's OP-OP Contract, in its entirety for failure to meet performance and/or outcome expectations as specified in the Contract, Statement of Work/Provider Site List and Attachments, including Program Service Exhibits and Specialty Service Exhibits, approved Service Delivery Plan, and/or Departmental guidelines, directives, and practice parameters.
- (b) To the extent that the County intends to impose such additional remedies:
  - i. Director will provide Contractor with at least 30 calendar days' prior written notice of its intent to take such action, which will

- include an explanation of how the Contractor is not meeting the expectations identified in Paragraph J (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN); copies of relevant data, if applicable; the nature and the amount of the proposed funding allocation change; and any associated changes to the amount of services to be provided by Contractor.
- ii. Thereafter, Contractor may, within 15 calendar days, request written reconsideration of the County's decision. Contractor's request must clearly indicate the reason why County's action is unjustified.
  - iii. Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative action(s).
    - a. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within the time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended actions.
  - iv. Within 15 calendar days of said meeting, County will, in writing, notify Contractor of its final decision. The decision of the Director will be final and any remedies will be effective upon receipt of notification by Contractor.
- (c) Any change in the Contract, including termination of specific program(s) and/or termination of the entire OP-OP Contract, will be effected by an administrative amendment to the Contract or notice of termination issued by Director.
  - (d) Changes that are based on one-time circumstances will be applicable to the current contract fiscal year only and will not result in reductions (or increases) of MCA and/or Program Service or Specialty Service Allocation in subsequent fiscal years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Program Service or Specialty Service Allocation in subsequent years.

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

DRAFT

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

Outpatient Programs – Organizational Providers:

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

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

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

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

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

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

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

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

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

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

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

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

### Outpatient Programs - Organizational Providers Financial Summary

Contractor Name: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Agreement No: \_\_\_\_\_

Contractor No: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_ Fin Sum No: \_\_\_\_\_

A	B	C	D
Rank	Program Services	Medi-Cal Reimbursable	Gross Allocation
<b>Intensive Outpatient Services</b>			
1	Assertive Community Treatment	Medi-Cal (MC)	Y
2	Assertive Community Treatment	Non-MC	N
3	Assertive Community Treatment	Start-Up	N
4	Assertive Community Treatment	Client Support Funds	N
5	Full Service Partnership (FSP) ICM	Medi-Cal (MC)	Y
6	Full Service Partnership (FSP) ICM	Non-MC	N
7	Full Service Partnership (FSP) ICM	Start-Up	N
8	Full Service Partnership (FSP) ICM	Client Support Funds	N
9	FSP Child/TAY - High Fidelity Wrap Around	Medi-Cal (MC)	Y
10	FSP Child/TAY - High Fidelity Wrap Around	Non-MC	N
11	FSP Child/TAY - High Fidelity Wrap Around	Start-Up	N
12	FSP Child/TAY - High Fidelity Wrap Around	Client Support Funds	N
13	SFC Wraparound Case Rate	Client Support Funds	N
14	Therapeutic Foster Care Services	Medi-Cal (MC)	Y
15	Therapeutic Foster Care Services	Non-MC	N
16	Therapeutic Foster Care Services	Start-Up	N
17	Therapeutic Foster Care Services	Client Support Funds	N
18	Day Treatment Intensive	Medi-Cal (MC)	Y
19	Day Treatment Intensive	Non-MC	N
20	Day Treatment Intensive	Start-Up	N
21	Day Treatment Intensive	Client Support Funds	N
22	Day Rehabilitation	Medi-Cal (MC)	Y
23	Day Rehabilitation	Non-MC	N
24	Day Rehabilitation	Start-Up	N
25	Day Rehabilitation	Client Support Funds	N
26	INN H2.0 Supported Employment	Medi-Cal (MC)	Y
27	INN H2.0 Supported Employment	Non-MC	N
28	INN H2.0 Supported Employment	Start-Up	N
29	INN H2.0 Supported Employment	Client Support Funds	N
<b>Outpatient Services</b>			
30	Outpatient Clinic Care Services	Medi-Cal (MC)	Y
31	Outpatient Clinic Care Services	Non-MC	N
32	Outpatient Clinic Care Services	Start-Up	N
33	Outpatient Clinic Care Services	Client Support Funds	N
34	Peer Run Centers	Medi-Cal (MC)	Y
35	Peer Run Centers	Non-MC	N
36	Peer Run Centers	Start-Up	N
37	Peer Run Centers	Client Support Funds	N
<b>Early Intervention Services</b>			
38	Assessment and Linkage	Medi-Cal (MC)	Y
39	Assessment and Linkage	Non-MC	N
40	Assessment and Linkage	Start-Up	N
41	Assessment and Linkage	Client Support Funds	N
42	Child and Youth Well- Being	Medi-Cal (MC)	Y
43	Child and Youth Well- Being - Federal/State Revenue	Medi-Cal (MC)	Y
44	Child and Youth Well- Being	Non-MC	N
45	Child and Youth Well- Being	Start-Up	N
46	Child and Youth Well- Being	Client Support Funds	N
47	Community Defined Practices	Medi-Cal (MC)	Y
48	Community Defined Practices	Non-MC	N
49	Community Defined Practices	Start-Up	N

**Outpatient Programs - Organizational Providers  
Financial Summary**

Contractor Name: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Agreement No: \_\_\_\_\_

Contractor No: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_ Fin Sum No: \_\_\_\_\_

A	B	C	D
Rank	Program Services	Medi-Cal Reimbursable	Gross Allocation
50	Community Defined Practices	Client Support Funds	N
51	Coordinated First Episode Specialty Care (First Episode Psychosis)	Medi-Cal (MC)	Y
52	Coordinated First Episode Specialty Care (First Episode Psychosis)	Non-MC	N
53	Coordinated First Episode Specialty Care (First Episode Psychosis)	Start-Up	N
54	Coordinated First Episode Specialty Care (First Episode Psychosis)	Client Support Funds	N
55	CalWORKs Mental Health Services	Non-MC	N
56	Family Preservation Program	Medi-Cal (MC)	Y
57	Family Preservation Program	Non-MC	N
58	Family Preservation Program	Start-Up	N
59	Family Preservation Program	Client Support Funds	N
60	Juvenile Halls/Camps	Medi-Cal (MC)	Y
61	Juvenile Halls/Camps	Non-MC	N
62	New Directions	Medi-Cal (MC)	Y
63	New Directions	Non-MC	N
64	Outreach and Engagement	Medi-Cal (MC)	Y
65	Outreach and Engagement	Non-MC	N
66	Outreach and Engagement	Start-Up	N
67	Outreach and Engagement	Client Support Funds	N
68	Screening and Linkage (Outreach)	Medi-Cal (MC)	Y
69	Screening and Linkage (Outreach)	Non-MC	N
70	Screening and Linkage (Outreach)	Start-Up	N
71	Screening and Linkage (Outreach)	Client Support Funds	N
72	MHSA INN Children's Community Care Village	Medi-Cal (MC)	Y
73	MHSA INN Children's Community Care Village	Non-MC	N
74	MHSA INN Children's Community Care Village	Start-Up	N
75	MHSA INN Children's Community Care Village	Client Support Funds	N
<b>Crisis Services</b>			
76	Crisis Stabilization Unit Services	Medi-Cal (MC)	Y
77	Crisis Stabilization Unit Services	Non-MC	N
78	Crisis Stabilization Unit Services	Start-Up	N
79	Crisis Stabilization Unit Services	Client Support Funds	N
80	Mobile Crisis	Medi-Cal (MC)	Y
81	Mobile Crisis	Non-MC	N
82	Mobile Crisis	Start-Up	N
83	Mobile Crisis	Client Support Funds	N
<b>Housing Intervention Services</b>			
84	Housing Intervention Services	Invoice	N
85	Housing Intervention Services - Outreach and Engagement	Non-MC	N
86	Housing Intervention Services - SFC Wraparound Case Rate	Client Support Funds	N
87	Housing Intervention Services - SFC Wraparound Case Rate	Invoice	N
88	Innovative Housing Intervention Projects and Pilots	Invoice	N
<b>Other Federal Grants</b>			
89	Comprehensive SOC Program (SAMHSA, CFDA #93.958)	Invoice	N
<b>Maximum Contract Amount (MCA) \$</b>			-



# **STATEMENT OF WORK (SOW) TERMS AND CONDITIONS AND ATTACHMENTS**

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Attachment A: Quality Control Plan Requirements

## **STATEMENT OF WORK (SOW)**

The Behavioral Health Services Act (BHSA) will be implemented effective July 1, 2026. Fiscal Year 2026–2027 is designated as a transition period. During this transition period, the Contractor must remain in full compliance with all existing contract terms, conditions, requirements, and performance obligations currently in effect. In addition, the Contractor must comply with all new and revised requirements associated with BHSA in accordance with timelines established by the Director or designee. To facilitate this transition, the Contractor must develop and implement a department-approved Program Implementation Plan that includes, at a minimum, specific deliverables, milestones, and target dates for achieving full compliance with new and revised requirements by program, if applicable, and in collaboration with the Director's or designee.

The Director or designee will work closely with the Contractor, providing technical assistance, guidance, and direction to support implementation and full compliance with contract requirements, by programs. The Contractor must make every effort to demonstrate timely and measurable progress toward compliance with new and revised requirements. The Director or designee reserves the right to monitor, evaluate, and enforce compliance, as applicable, with both existing and new requirements throughout the transition period.

### **1.0 STATEMENT OF WORK (SOW)**

The SOW includes County standard language only. All program specific language can be found in the Program Service Exhibits and the Specialty Service Exhibits.

### **2.0 QUALITY CONTROL**

The Contractor will establish and utilize a comprehensive Quality Control Plan (Plan) to ensure the County receives a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County's Project Monitor for review. The QCP must include the requirements identified in Attachment A (Quality Control Plan Requirements) and may also include the following:

- 2.1** Method of monitoring to ensure that Contract requirements are being met.
- 2.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. These documents must also be provided to the County upon request.

### **3.0 RESPONSIBILITIES**

#### **3.1 County Personnel**

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

- 3.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 3.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

3.1.3 Preparing amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

### **3.2 Contractor Personnel**

3.2.1 Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.

3.1.2 Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract

### **3.3 Documentation**

In accordance with DMH Policy 401.02 and 401.03, Contractors must comply with all DMH documentation standards, including timely entry of progress notes, treatment plans, and outcome measures.

### **3.4 Identification Badges**

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

### **3.5 Training**

3.1.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff.

3.1.2 All staff 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.

### **3.6 Notification of Death**

Contractor must immediately notify the DMH Program Manager by telephone or via secure email upon becoming aware of the death of any client hereunder. The verbal and written notice must include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all of the Contractor's staff with knowledge of the circumstances.

### **3.7 Reporting Clinical Events**

3.1.1 Contractor must promptly report clinical events involving clients to DMH Clinical Risk Management (CLRM) through the online Safety Intelligence (SI) Event Reporting System.

- Contractor must report clinical events to their own Clinical Program Manager or supervisor and enter the event in SI within two business days;
- A Clinical Event Report (CER) will be submitted electronically by staff or managers to DMH SI;
- A CER may be entered anonymously;

- Critical clinical events will be entered immediately into SI once an event has occurred; and
- The Contractor's Clinical Program Director/Manager or designee will notify CLRM of the critical clinical event and when the event report was entered into SI.

3.1.2 Contractor will submit a SI Report as set forth in DMH Policy 303.05 when at least one of the following events occurs:

- a. Death – unknown cause;
- b. Death – suspected or known cause other than suicide;

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- c. Death – suspected or known suicide.
- d. Suspected or known suicide attempt requiring Emergency Medical Treatment (EMT);
- e. Client self-injury requiring EMT (Not Suicide Attempt);
- f. Client injured another person who required EMT;
- g. Suspected or alleged homicide by client;
- h. Medication error/Medication-related event;
- i. Suspected or alleged inappropriate interpersonal relationships with client by staff;
- j. Threat of legal action;
- k. Client assault by another client requiring EMT;
- l. Adverse drug reaction requiring EMT;
- m. Alleged assault by staff member to client; and
- n. Inaccurate, absent, or unchecked laboratory data resulting in a client requiring EMT.

3.1.3 Contractor's Clinical Program Directors/Managers will review clinical events reported online within three business days from the report date and take immediate action(s) as indicated. Within 10 business days from the report date, the Clinical Program Directors/Managers will enter into SI the results of the managerial review, any corrective actions planned or taken, and recommendations for programmatic revisions or additions that may prevent the recurrence of a similar clinical event.

#### **4.0 Contractor's Administrative Office**

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

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

**5.1** All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

**6.0 GREEN INITIATIVES**

**6.1** Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

**6.2** Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

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## Quality Control Plan Requirements

This Quality Control Plan Requirements Attachment (“Attachment”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under the Outpatient Programs – Organizational Providers Contract (“Contract”), including the Statement of Work/Provider Site List (SOW), including all attachments, regarding the provision of services and all service expectations, standards and requirements. The requirements and procedures in this Attachment are to be established by the Contractor by the Effective Date of the Contract and maintained throughout the term of the Contract.

This Attachment includes General Performance Requirements for all Contractors and outlines the process to which the County will monitor and evaluate Contractor’s compliance with all service and programmatic requirements and expectations as outlined in the General Performance Requirements Summary (PRS) table below, the SOW, all attachments, and the PRS sections of each PSE and SSE contained in the Contract. Failure to comply with these requirements and expectations may constitute a material, non-curable breach of Contract by the Contractor, entitling the County – in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract – to implement progressive corrective actions, including, but not limited to, the termination of the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

### 1. Definitions

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Attachment.

- a. **Contract Discrepancy Report (CDR):** A formal report issued by the County outlining failure to meet service and programmatic requirements and expectations of the Contract SOW and all attachments. A CDR may be issued when the Contractor fails to resolve an identified Contract discrepancy(ies) within ten (10) business days after verbal notification of the Contract discrepancy(ies). The CDR includes the identified discrepancy(ies), Contractor response and dates of corrected action(s). The CDR template is provided in Attachment 1 of this Exhibit.
- b. **Corrective Action Plan (CAP):** A formal plan issued by the County that outlines Contractor’s failure to resolve identified Contract discrepancy(ies) in the timeframe provided by County. A CAP may be issued after issuance of the CDR, placement of Contractor in Probationary Status and the timeframe to resolve Contract discrepancy(ies) has elapsed.
- c. **Performance Requirements Summary (PRS):** A set of service and program requirements and metrics that will be used to monitor and evaluate Contractor compliance. County will determine ranking of each requirement in the

development of progressive corrective actions that may be needed. The General PRS for all Contractors are contained in the table below. Each PSE and SSE may also have a specific PRS that Contractors will be evaluated on in addition to the General PRS.

- d. **Probationary Status:** A Contractor may be placed in Probationary Status when they fail to resolve discrepancies outlined in the CDR by the indicated timeframe. A formal Probationary Status Report will be issued by the County.
- e. **Probationary Status Report:** A formal report issued by the County indicating a description of specific infractions and documentation of Contractor’s failure to resolve discrepancies outlined in the CDR by the specified timeframe.
- f. **Quality Control Plan (QCP):** A comprehensive plan submitted by the Contractor to the County’s Contract Program Monitor that includes how all expectations, standards and requirements contained in the PRS of this Attachment and in the PRS of all included PSEs and SSEs of this Contract will be met. The QCP must include service and program requirements contained in the PRS of each PSE and SSE attached to this Contract.

**2. Performance Requirements**

Contractor must provide services as outlined in this Contract including the SOW and all attachments. County will monitor and evaluate Contractor performance based upon Contractor’s ability to meet these requirements.

**3. General Performance Requirements Summary Table**

In addition to the specific PRS of each PSE(s) and SSE(s) contained in this Contract, Contractor must comply with the requirements as indicated in the table below:

REQUIREMENT	COUNTY MONITORING METHOD
Administer the Child and Adolescent Needs and Strength-Integrated Practice (CANS-IP) tool and submit data to DMH as required per DMH policy.	CANS data reports
Administer the Pediatric Symptoms Checklist (PSC-35) tool and submit data to DMH as required per DMH policy.	PSC-35 data reports

Administer the Level of Care Utilization Scale (LOCUS) and submit data to DMH as required per DMH policy	LOCUS data reports
Participate in annual Consumer Perception Survey by collecting surveys from clients receiving services during the survey period as required per DMH policy	CPS data reports
Provider expected to contribute toward DMH achieving and exceeding Minimum Performance Levels (MPL) for the Behavioral Health Accountability Set (BHAS) Measures, as applicable, and per DMH policy.	Medi-Cal Connect, DHCS Plan Data Feed HEDIS data reports
Ensure all clients receiving Specialty Mental Health Services are served in the Continuum of Care level as indicated by their level of care assessment.	Level of Care data reports, program monitoring tools
Ensure timely initial submission of all service claims (at most, 30 days after the date of service).	Claiming data reports

#### 4. Failure to Deliver Services as Expected

In the event the Contractor fails to provide services in accordance with required deliverables, expectations and/or requirements outlined in this Contract including the SOW and all attachments, the County will initiate a progressive monitoring and evaluation process to address performance concerns. The County's Progressive Contract Monitoring for Failure to Deliver Services as expected is provided in Attachment 2 of this Attachment.

- 4.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Program Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within 30 days.
- 4.2 The County will determine whether a formal Contract Discrepancy Report (CDR) (Attachment 1) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 4.3 A plan for correction of all discrepancies identified in the CDR must be submitted to the County within 10 business days of CDR issuance.
- 4.4 If the County determines that the Contractor has failed to meet criteria as outlined in this Contract including the SOW and all attachments, including PSEs and SSEs, the Contractor may be placed in Probationary Status,

pursuant to a Probationary Status Report.

- 4.4.1 Failure to comply with and correct the discrepancies outlined in the Probationary Status Report within the timeframe indicated may result in a reduction or termination of funding for the program(s) at the sole discretion of the County.
- 4.5 If the County determines that the Contractor has failed to resolve all discrepancies as outlined in the Probationary Status Report, the Contractor will be issued a formal CAP.
  - 4.5.1 Failure to comply with and correct the deficiencies outlined in the CAP within the timeframe indicated may result in a reduction or termination of funding for the program(s) at the sole discretion of the County.

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## Quality Control Plan Requirements CONTRACT DISCREPANCY REPORT

**SAMPLE**

**CONTRACTOR RESPONSE DUE BY** \_\_\_\_\_ **(enter date and time)**

<b>Date:</b> <a href="#">Click or tap here to enter text.</a>		<b>Contractor Response Received:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Contractor:</b> <a href="#">Click or tap here to enter text.</a>	<b>Contract No.</b> <a href="#">Click or tap here to enter text.</a>	<b>County's Project Manager:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Contact Person:</b> <a href="#">Click or tap here to enter text.</a>	<b>Telephone:</b> <a href="#">Click or tap here to enter text.</a>	<b>County's Project Manager Signature:</b>	
<b>Email:</b> <a href="#">Click or tap here to enter text.</a>		<b>Email:</b> <a href="#">Click or tap here to enter text.</a>	

One or more contract discrepancies are specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
2	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
3	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>

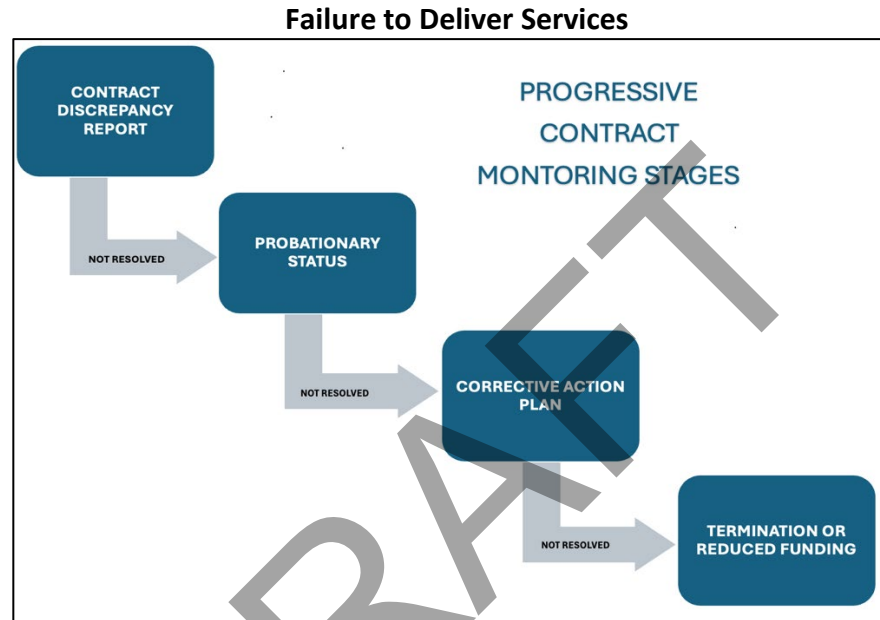
\*Use additional sheets if necessary

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

*Contractor's Representative Signature*

*Date Signed*

**LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
PROGRESSIVE CONTRACT MONITORING STAGES**



MONITORING STAGE	BASIS FOR ACTION	DMH PROCESS	REQUIRED CONTRACTOR RESPONSE	MONITORING RESOLUTION
<p><b>STAGE 1:</b></p> <p><b>VERBAL NOTIFICATION</b></p>	<ol style="list-style-type: none"> <li>1. Failure to deliver services stated in contract, SOW, PSE, and/or SSE, and/or</li> <li>2. Failure to meet performance requirements</li> </ol>	<p><b>Verbal Notification</b></p> <ol style="list-style-type: none"> <li>1. Verbal notification of contract discrepancy given to Contractor</li> <li>2. Action recorded in program monitoring log</li> </ol>	<p>Contractor must resolve problem within 30 days</p>	<ul style="list-style-type: none"> <li>▶ Problem resolved               <ol style="list-style-type: none"> <li>1. No further action needed</li> <li>2. DMH records contract discrepancy and resolution</li> </ol> </li> <li>▶ Problem not resolved               <ol style="list-style-type: none"> <li>1. Written Contract Discrepancy Report (CDR) to be issued</li> </ol> </li> </ul>

MONITORING STAGE	BASIS FOR ACTION	DMH PROCESS	REQUIRED CONTRACTOR RESPONSE	MONITORING RESOLUTION
<p><b>STAGE 1:</b></p> <p><b>WRITTEN NOTIFICATION:</b></p> <p><b>CONTRACT DISCREPANCY REPORT (CDR)</b></p>	<p>Failure to resolve problems verbally identified by DMH staff within 30-day timeline</p>	<ol style="list-style-type: none"> <li>1. Written Notice sent by CMMD to Contractor with CDR</li> <li>2. Contract Discrepancy Report sent to Contractor (see CDR form in Quality Control Plan (Attachment A) Attachment 1) CDR form includes:                             <ol style="list-style-type: none"> <li>(a) Description of contract discrepancy(ies)</li> <li>(b) Citation to relevant sections of contract, SOW, PSE, SSE, guidelines and/or other federal, state, county mandates or DMH policy(ies) where Contractor is in violation</li> <li>(c) Timelines for resolution</li> <li>(d) Sections for Contractor’s detailed responses to each</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Contractor must respond in writing within five (5) business days acknowledging the reported discrepancy and/or presenting contrary evidence</li> <li>2. Contractor must submit CDR with plan for correction of all deficiencies within ten (10) business of CDR issuance</li> <li>3. Problem must be resolved within 30 business days</li> </ol>	<ul style="list-style-type: none"> <li>▶ Problem resolved                             <ol style="list-style-type: none"> <li>1. No further action needed</li> </ol> </li> <li>▶ Problem not resolved                             <ol style="list-style-type: none"> <li>1. Contractor fails to correct problem identified in CDR and placed on Probationary Status</li> <li>2. Contractor continues to repeat problems identified in CDR within 6-month period and Contractor placed in Probationary Status</li> <li>3. Contractor has multiple and different CDRs issued in six-month period and placed in Probationary Status</li> <li>4. Contractor failed for six (6) or more consecutive months within one (1) fiscal year to meet 50% of the criteria in the Performance Requirements Summary</li> </ol> </li> </ul>

MONITORING STAGE	BASIS FOR ACTION	DMH PROCESS	REQUIRED CONTRACTOR RESPONSE	MONITORING RESOLUTION
		contract discrepancy.		
<p><b>STAGE 2:</b></p> <p><b>PROBATIONARY STATUS</b></p>	<ol style="list-style-type: none"> <li>1. Contractor’s CDR response fails to correct contract discrepancies</li> <li>2. Additional CDRs on same problem required in six-month period</li> <li>3. Different, multiple CDRs issued in six-month period</li> <li>4. Contractor failed for six (6) or more consecutive months within one (1) fiscal year to meet 50% of the criteria in the Performance Requirements Summary</li> </ol>	<ol style="list-style-type: none"> <li>1. Written notice of Probationary Status sent to Contractor</li> <li>2. Probationary Status Report issued including:                             <ol style="list-style-type: none"> <li>(a) Description of specific infractions</li> <li>(b) Documentation of Contractor’s failure to make corrections</li> </ol> </li> <li>3. Impact of Probationary Status                             <ol style="list-style-type: none"> <li>(a) Site visit scheduled</li> <li>(b) Chart reviews scheduled</li> <li>(c) Weekly financial updates issued</li> <li>(d) Specific details and timelines of contract reduction or termination if fail to pass probation</li> </ol> </li> </ol> <p style="color: red;">Probationary Status Report form to be developed</p>	<ol style="list-style-type: none"> <li>1. Contractor must respond in writing within five (5) business days acknowledging the reported failures and/or present contrary evidence</li> <li>2. Contractor must submit plan for correction of all deficiencies in the Probationary Status Report within ten (10) business days of notice</li> <li>3. Problem must be resolved within 90 business days</li> </ol>	<ul style="list-style-type: none"> <li>▶ Problem resolved – no further action needed</li> <li>▶ Problem not resolved – DMH issues Corrective Action Plan</li> </ul>

MONITORING STAGE	BASIS FOR ACTION	DMH PROCESS	REQUIRED CONTRACTOR RESPONSE	MONITORING RESOLUTION
<p><b>STAGE 3:</b></p> <p><b>CORRECTIVE ACTION PLAN (CAP)</b></p>	<p>Contractor failed to resolve problems by deadline during probationary status</p>	<ol style="list-style-type: none"> <li>1. Written Notice of CAP sent to Contractor</li> <li>2. Notice of CAP sent to County Board of Supervisors (Risk Management) and Department of Auditor-Controller.</li> <li>3. CAP Includes                             <ol style="list-style-type: none"> <li>(a) Description of problems</li> <li>(b) Required remediation steps</li> <li>(c) Required Contractor response</li> <li>(d) Deadline for CAP submission</li> </ol> </li> </ol> <p style="color: red;">Corrective Action Plan form to be developed</p>	<ol style="list-style-type: none"> <li>1. Contractor must respond in writing to the CAP</li> <li>2. Contractor's must respond within five (5) business days acknowledging the reported failures or presenting contrary evidence</li> <li>3. Contractor must submit plan for correction of all deficiencies within 20 business days of notice</li> <li>4. Problem must be resolved within 60 days of notice</li> </ol>	<ul style="list-style-type: none"> <li>▶ Problem resolved – no further action needed</li> <li>▶ Problem not resolved – DMH moves to reduce funding or terminate contract</li> </ul>
<p><b>STAGE 4</b></p> <p><b>TERMINATION OF CONTRACT OR REDUCTION IN FUNDING</b></p>	<ol style="list-style-type: none"> <li>1. Contractor failed to correct problems identified in the CAP</li> <li>2. Contractor repeatedly commits same or multiple problems even after CAP submitted</li> </ol>	<ol style="list-style-type: none"> <li>1. DMH notifies Contractor of termination of contract or reduction in contract funding allocation</li> <li>2. Notice sent to BoS, Auditor-Controller, and County Counsel</li> </ol>	<ol style="list-style-type: none"> <li>1. Contractor must submit written response and documented evidence contesting proposed contract changes</li> </ol>	<ul style="list-style-type: none"> <li>▶ Problem resolved – contract terminated and no further action needed</li> <li>▶ Problem resolved – contract amended to indicate reduction in funding and services to be provided</li> </ul>

MONITORING STAGE	BASIS FOR ACTION	DMH PROCESS	REQUIRED CONTRACTOR RESPONSE	MONITORING RESOLUTION
		<ol style="list-style-type: none"> <li>3. DMH meets with Contractor</li> <li>4. Notice sent of change in funding and services</li> <li>5. Amendment to contract prepared, if applicable</li> </ol>		

DRAFT

## COUNTY'S ADMINISTRATION

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

**DIRECTOR OF MENTAL HEALTH:**

Name: Lisa H. Wong, Psy.D

Title: Director

Address: 510 S. Vermont Avenue

Los Angeles, CA 90020

Telephone: (213) 947-6670

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

**COUNTY MONITORING MANAGER:**

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

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

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

\_\_\_\_\_

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

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

**COUNTY CONTRACT LEAD:**

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

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

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

\_\_\_\_\_

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

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

**COUNTY'S CONTRACT DEVELOPMENT AND ADMINISTRATION DIVISION CONTRACT ANALYST**

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

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

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

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

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

### CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S CONTRACT MANAGER**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Notices to Contractor must be sent to the following:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Non-Legal Notifications:**

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

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: [Click or tap here to enter text.](#) Contract No [Click or tap here to enter text.](#)

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

PRINTED NAME: [Click or tap here to enter text.](#)

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.Employee Name: Click or tap here to enter text.**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: Click or tap here to enter text.PRINTED NAME: Click or tap here to enter text.POSITION: Click or tap here to enter text.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

## DEFINITIONS

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.

1. **ACA:** Patient Protection and Affordable Care Act, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010.
2. **Agents:** Third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer of data. Examples of Agents include, claims clearinghouses, vendors, and billing services.
3. **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
4. **Behavior Health Services Act (BHSA):** The California Behavioral Health Services Act (BHSA) is a law replacing the former [Mental Health Services Act](#) (MHSA) to transform behavioral healthcare by expanding services to include Substance Use Disorders (SUD), prioritizing housing interventions, growing the workforce, and ensuring equitable access, funded by a tax on high incomes and a bond measure. It mandates county-level community planning for diverse needs, focusing on the most vulnerable, and aims to improve transparency and coordination in mental health and SUD treatment.
5. **BHSA Flex Funds:** A limited pool of program funds used to provide approved ancillary supports to eligible clients in designated programs. These funds may be used for needs such as food, short-term housing assistance, and other non-clinical supports when such assistance is necessary to promote client stability, engagement in treatment, and recovery, and when no other funding source is available. Use of Flex Funds must be documented, time-limited, and aligned with the client's treatment plan.
6. **BHSA Integrated Plan:** The IP is a three-year plan required by the Behavioral Health Services Act that outlines how counties will utilize various behavioral health funding sources (i.e., BHSA, 1991 and 2011 Realignment, federal grant programs, federal financial participation from Medi-Cal, opioid settlement funds, local funding, and other funding) to meet statewide and local outcome measures, reduce disparities, and address unmet needs along the Behavioral Health Care Continuum. The plan must be developed through a transparent community planning process, approved by the county board of supervisors, and submitted via the Department of Health Care Services (DHCS) web-based portal in accordance with Welfare and Institutions Code §5963.02.
7. **Cal MediConnect:** Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care

delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program.

8. **California Advancing and Innovating MediCal (CalAIM):** A California State initiative focused on broad transformation of the health care delivery system and a complementary array of targeted behavioral health (mental health and substance use) innovations through the California Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) initiative and Behavioral Health Transformation
9. **California Work Opportunities and Responsibilities of Kids Act (CalWORKs):** Which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds.
10. **Cash Flow Advance:** County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities.
11. **CCR:** California Code of Regulations.
12. **CDSS:** California Department of Social Services.
13. **CGF:** County General Funds.
14. **Evidence Based Practices (EBP):** Integrates the best available research evidence with clinical expertise and patient values when providing services to clients. Some EBPs are also covered services while other EBPs may be provided but are not recognized services in and of themselves.
15. **Claims Processing Information System:** The current system employed by the Department of Mental Health to submit and process claims.
16. **Confidential Information:** Information relating to specific Individuals which is exchanged by and between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by Welfare and Institutions Code section 5328, The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act and regulations promulgated there under (HIPAA). The Insurance Information and Privacy Protections Act, or other applicable state and federal statutes and regulations, which shall hereinafter be collectively referred to as "Privacy Statutes and Regulations".
17. **Contract:** This contract executed between County and Contractor. Included are all supplemental amendments amending or extending the service to be

performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

18. **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with DMH to perform or execute the work covered by this contract.
19. **Contractor Contract Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
20. **Cost Reimbursement (CR):** The arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Contract, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services.
21. **County:** The Board of Supervisors of the County of Los Angeles acting as governing body.
22. **County's Contract Development and Administration Division Contract Analyst:** The person designated by the County to manage and facilitate the administrative function of the Contract.
23. **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-lacounty/about/>.
24. **County Contract Lead/ 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.
25. **Countywide Maximum Allowances (CMA):** DMH established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Outpatient Programs – Organizational Providers (OP-OP) Contractors.
26. **Current Procedural Terminology (CPT):** Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication.
27. **Covered Individuals:** Individual persons who are eligible for payment of certain services or prescriptions rendered or sold to them under the terms, conditions, limitations and exclusions of a health benefit program administered by DMH or by some other Payor.
28. **Data:** A formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or by automatic means.

29. **Data Log:** A complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this Agreement is in effect and, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission.
30. **Data Transmission:** The automated transfer or exchange of data between Trading Partners or their agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this Contract.
31. **Data Universal Numbering System (DUNS):** A unique nine-digit identification number assigned by Dun & Bradstreet (D&B) to a Trading Partner or Agent for the purpose of identifying a business entity. The DUNS can be requested at: <http://fedgov.dnb.com/webform>.
32. **Day(s):** Calendar day(s) unless otherwise specified.
33. **DHCS:** California Department of Health Care Services.
34. **Digital Key Certificate:** Software that resides on Trading Partner's workstation or server assigned to the Trading Partner by DMH for the purpose of successfully executing Data Transmissions or otherwise carrying out the express terms of this Agreement.
35. **Director:** County's Director of Mental Health or his authorized designee who serves as the chief executive officer of all mental health programs and has general supervision over all such mental health services and programs.
36. **Department:** The County's of Los Angeles Department of Mental Health which is the Mental Health Plan for the County and entering into this Contract on behalf of the County of Los Angeles
37. **DPSS:** County's Department of Public Social Services.
38. **Electronic Data Interchange (EDI):** The automated exchange of business data from application to application in an ANSI approved or other mutually agreed format.
39. **Electronic Remittance Advice (ERA):** A transaction containing information pertaining to the disposition of a specific claim field with DMH by Providers for payment of services rendered to an Individual.
40. **Explanation of Balance (EOB):** for Title XIX Short-Doyle/Medi-Cal services, which is the State Department of Health Services adjudicated claim data, and "Explanation of Benefits" for Medicare, which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data.
41. **Envelope:** A control structure in a mutually agreed format for the electronic interchange of one or more encoded Data Transmissions either sent or received

by the Parties to this Contract.

42. **Early and Periodic Screening, Diagnosis, and Treatment (EPSDT):** Which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program.
43. **Federal Financial Participation (FFP):** For Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.
44. **Fiscal Intermediary:** DMH acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.
45. **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.
46. **Funded Program:** A set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH OP-OP Contract. A Funded Program is made up of one or more Subprograms.
47. **Gross Program Budget:** The sum total of the Net Program Budget and all Third-Party Revenues shown in the Financial Summary.
48. **GROW:** General Relief Opportunities for Work.
49. **Health Information Technology for Economic and Clinical Health (HITECH):** Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.
50. **Health Insurance and Portability Act (HIPAA):** Provides federal protections for personal health information held by covered entities (or a Business Associate of a Covered Entity) and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.
51. **Housing Deposits:** Assist with identifying, coordinating, securing, or funding one-time services and modifications necessary to enable a person to establish a basic household. The services and goods provided to a Member must be based on an individualized assessment of needs and documented in the Member's housing support plan. As such, a Member may only require a subset of these

services/goods. Housing Deposits include: 1. (Updated April 2025) Security deposits required to obtain a lease on an apartment or home. 2. Set-up fees/deposits for utilities or service access and payment in utility arrears. 3. First month coverage of utilities, including but not limited to telephone, gas, electricity, heating, and water. 4. (Updated April 2025) Services necessary for the individual's health and safety, such as pest eradication and one-time cleaning prior to occupancy, along with necessary minor repairs to meet HUD Housing Choice Voucher program quality standards, or other habitability standards, as applicable, where those costs are not the responsibility of the landlord under applicable law. 5. (Added April 2025) Application fees to cover the cost of the lease application. 6. Goods such as an air conditioner or heater, and other medically-necessary adaptive aids and services, designed to preserve an individuals' health and safety in the home such as hospital beds, Hoyer lifts, air filters, specialized cleaning or pest control supplies etc., that are necessary to ensure access and safety for the individual upon move-in to the home, when they are not otherwise available to the Member under Medi-Cal.

52. **Individual:** An individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this Agreement will be made directly to Providers on behalf of such Individuals.
53. **Institutions for Mental Disease (IMD):** Includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services.
54. **Integrated Behavior Health Information System (IBHIS):** is the Los Angeles County Department of Health's unified electronic health record system. It supports the full continuum of care by centralizing client demographic information, clinical documentation, treatment plans, and billing functions. IBHIS is used across both directly operated DMH clinics and contracted provider agencies, ensuring consistent data management, coordinated care, and standardized reporting throughout the county's mental health system.
55. **Outpatient Programs – Organizational Providers:** A provider of mental health services as is described in Title 9 CCR section 1840.100.
56. **Lost or Indecipherable Transmission:** A Data Transmission which is never received by or cannot be processed to completion by the receiving Party in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered garbled or incomplete.
57. **Master Agreement List:** A list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the

RFSQ, and who have an executed Master Agreement.

58. **Maximum Contract Amount:** The sum total of all Allocations shown in the Financial Summary, except that the Maximum Contract Amount shall not include Third Party Revenue shown in the Financial Summary.
59. **Medicaid Expansion under ACA in California:** Expansion of Medi-Cal eligibility to additional low-income adults.
60. **Mental Health Services Act (MHSA):** The initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and DMH agencies and which requires the development of integrated plans for prevention, innovation, and system of care services.
61. **MHRC:** Mental Health Rehabilitation Centers certified by the DHCS.
62. **Organizational Provider's Manual:** A condensed title of the Los Angeles County DMH Short Doyle/ Medi-Cal Organizational Provider's Manual for Rehabilitation Option and Targeted Case Management (TCM) Services. This manual reflects the current requirements for Rehabilitative Services, TCM, and EPSDT Supplemental SMHS reimbursed by Medi-Cal as SMHS and serve as the basis for all documentation and claiming in DMH regardless of payer source. Per DMH Policy 401.03, all providers, whether Directly Operated or Contracted, must abide by the information found in this manual, located at [Quality Assurance - Manuals - Department of Mental Health](#).
63. **PATH:** Projects for Assistance in Transition from Homelessness Federal grant funds.
64. **Payee National Provider Identifier (NPI):** The National Provider Identifier that is specific to the Outpatient Programs – Organizational Providers, FFS Group, or FFS Organization. Solo practitioners will enter their individual NPI number in this field.
65. **Payor:** A business organization that provides benefit payments on behalf of Covered Individuals eligible for payment for certain services to Covered Individuals.
66. **Psychiatric Health Facility (PHF):** Is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.

67. **Program:** A specific method of providing services to a particular population. May include ways for individuals to access care, specific requirements for interactions with individuals needing services, and frequency/intensity of services.
68. **Protected Health Information (PHI):** Is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
69. **Personally Identifiable Information (PII):** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.)
70. **Provider:** Hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County.
71. **Request for Services (RFS):** Solicitation process to Contractors on pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed.
72. **Request for Statement of Qualifications (RFSQ):** Solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement.
73. **SAMHSA:** Substance Abuse and Mental Health Services Administration Federal block grant funds.
74. **Secure Identification Cards:** The cards assigned to the Trading Partner or Agent by DMH for allowing the Trading Partner to transfer files electronically to DMH.
75. **Sensitive Position:** Per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract.
76. **Service:** Interventions/activities provided to clients that are billable to DMH. Includes Specialty Mental Health Services covered by Medi-Cal under State Plan Amendments.
77. **Service Delivery Plan (SDP):** A document that the DMH requires a service provider to submit when requesting a contract renewal, or a contract award under a solicitation, or a mid-year change to a current contract. Formerly known as Negotiation Package.

78. **Service Exhibit (SE):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
79. **State Department of Mental Health (SDMH):** Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean SDMH.
80. **Service Function Code (SFC):** As defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity.
81. **SNF-STP:** Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health.
82. **Source Documents:** Documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual's name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider's name and/or provider number.
83. **State:** The State of California.
84. **Statement of Qualifications (SOQ):** Contractor's response to an RFSQ.
85. **Statement of Work (SOW):** 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. The SOW will consist of the standard terms and conditions, Program Service Exhibit (PSE)s, and if applicable Specialty Service Exhibit (SSE)s will be attached to the PSE.
86. **Subcontract:** A contract by the contractor to employ a subcontractor to provide services. Subcontracting is not allowing under this Contract.
87. **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written contract. Subcontractors may not be used to perform any services provided under this Contract.
88. **Submitter ID Number:** A unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions.

89. **Subprogram:** A set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors' areas of expertise and their ability to provide specific services and/or serve specific populations. The Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement.
90. **System:** The equipment and software necessary for a successful electronic Data Transmission.
91. **Title IV:** Title IV of the Social Security Act, 42 United States Code Section 601et seq.
92. **Title XIX:** Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.
93. **Title XXI:** Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.
94. **Trading Partner:** A Provider who has entered into this Agreement with DMH in order to satisfy all or part of its obligations under a Outpatient Programs – Organizational Providers Agreement or Network Provider Agreement by means of EDI.
95. **Transitional Rent:** The newest addition to the suite of Community Supports to support Members experiencing or at risk of homelessness covered under Medi-Cal 82. Transitional Rent provides up to six months of rental assistance in interim and permanent settings to Members who are experiencing or at risk of homelessness, have certain clinical risk factors, and have either recently undergone a critical life transition (such as exiting an institutional or carceral setting or foster care), or who meet other specified eligibility criteria.
96. **UMDAP:** DHCS's Uniform Method of Determining Ability to Pay.
94. **WIC:** The California Welfare and Institutions Code.

## MEDI-CAL AND UNIQUE TERMS AND CONDITIONS

\_\_\_\_\_ (hereafter “Contractor”) acknowledges it is the Contractor’s responsibility to comply with Los Angeles County Board of Supervisors Policies and requirements as they pertain to any new or updated Medi-Cal statues.

Further, Contractor agrees to comply with the terms and conditions of the following:

### 1.0 WORK

In addition to the requirements in paragraph 3.0 (Work) of the Contract, the following are required:

#### 1.1 Description of Services/Activities

1.1.1 Contractor must provide those specialty mental health services (SMHS) identified within the Program Service Exhibits (PSE) attached to this Contract and as described in the Organizational Provider’s Manual. The quality of services provided by Contractor must be the same regardless of the patient’s/client’s ability to pay or source of payment.

1.1.2 Contractor will provide timely services in accordance with the Los Angeles Department of Mental Health (DMH or LACDMH) Policy 302.07. Failure by Contractor to submit the requested appointments within the indicated deadline, and after County issues a final notice of compliance, may result in withholding of payments or other contract actions, including, but not limited to, contract suspension or termination. Appointment slot allocation only applies to general outpatient clinics and does not apply to school-based providers.

Contractor will deliver services to new patients/clients to the extent that funding is provided by County. When Contractor determines it is at capacity and unable to accept new clients, Contractor will request approval from DMH to not accept any new client in accordance with DMH policy 302.14.

Contractor will request approval from DMH to not accept any new clients as soon as it is known that criteria are met to no longer accept new clients in accordance with DMH policy 302.14. If approved, Contractor will thereafter make referrals for new patients/clients to County or other appropriate agencies in accordance with DMH Policy 302.14. DMH will take inability to accept new clients into account when considering any Contract amendment requests.

- 1.1.3 Contractor will not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning of or during the fiscal year. In addition, when County eliminates the funding for a particular program provided by Contractor, Contractor will not be responsible for continuing services for those patients/clients linked to that funding but must make referrals for those patients/clients to County or other appropriate agencies.
- 1.1.4 Contractor may provide SMHS claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.

## **1.2 Nondiscrimination in Services**

- 1.2.1 Contractor will not discriminate in the provision of services hereunder because 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 in accordance with requirements of federal and State law.
- 1.2.2 For the purpose of this Paragraph 1.2.2, discrimination in the provision of services includes, but is not limited to, the following: denying any person any service or benefit or access to a requested facility that is medically/clinically appropriate; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- 1.2.3 Contractor will take affirmative steps to ensure that those persons who qualify for services under this Contract are provided services without regard to ability to pay or source of payment and in accord with the Financial Screening Manual, DMH Policy 801.06 and CCR 51005.
- 1.2.4 Contractor must establish and maintain written complaint procedures under which any person applying for or receiving any services under this Contract, with respect to any alleged

discrimination in the rendering of services by Contractor's personnel, will be directed to the DMH Patient's Rights Grievance process in accord with DMH Policy 200.04.

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

### **1.3 Patients'/Clients' Rights**

- 1.3.1 Contractor must comply with all applicable patients'/clients' rights provisions, including, but not limited to, California Welfare and Institutions Code (WIC) Section 5325 et seq.; California Code of Regulations (CCR) Title 9, Section 850 et seq.; and CCR Title 22. Further, Contractor must comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates must be given access by Contractor to all patients'/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

### **1.4 Reporting of Patient/Client Abuse and Related Personnel Requirements**

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

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

#### 1.4.3 Contractor Staff:

1.4.3.1 Contractor will ensure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, signs, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

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

1.4.3.3 For the safety and welfare of elders, dependent adults, and minor children, Contractor will, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and will not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

1.4.3.4 Contractor will not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

### 1.5 Staffing

1.5.1 Throughout the term of this Contract, Contractor will staff its operations so that staffing approximates the type and number indicated in Contractor's Service Delivery Plan (SDP) and reflects

the staffing requirements as outlined in each PSE and/or SSE contained in this Contract and as required by WIC and CCR.

- 1.5.1.1 Staff providing services under this Contract must be qualified and must possess all appropriate licenses in accordance with WIC Section 5751.2 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, the Guide to Procedure Codes and must only function within the scope of practice as dictated by licensing boards/bodies and DMH Policy 600.08.
- 1.5.1.2 If, at any time during the term of this Contract, the Contractor has a sufficient number of vacant staff positions that would impair its ability to perform any services under the Contract, Contractor will promptly notify Director of such vacancies.
- 1.5.1.3 At all times during the term of this Contract, Contractor must have available and must provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience who are providing any services under this Contract.
- 1.5.1.4 The Contractor must ensure staffing is aligned with the specific requirements of each service or program when contracted to provide such service or program.

## **1.6 Staff Training and Supervision**

- 1.6.1 Contractor must institute and maintain an in-service training program of treatment review and case conferences in which all its professional, paraprofessional, intern, student, and clinical volunteer personnel must participate.
- 1.6.2 Contractor must institute and maintain appropriate supervision of all persons providing services under this Contract with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy.
- 1.6.3 Contractor must provide mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including, but not limited to, Health

Insurance Portability and Accountability Act (HIPAA), Sexual Harassment, and Cultural Competency and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

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

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

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

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

## 1.7 Program Supervision, Monitoring and Review

1.7.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder must be provided by Contractor under the general supervision of Director. The DMH Director will have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served as identified in the Program Service Exhibit (PSE).

1.7.2 Upon receipt of any contract monitoring report pertaining to services/activities under this Contract, Contractor must respond

in writing to person(s) identified and within the time specified in the contract monitoring report. Contractor will, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.

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

1.7.4 To ensure compliance with this Contract and for any other reasonable purpose relating to performance of this Contract, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees will have the right to enter Contractor's premises (including all other places where duties under this Contract are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities and programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Contract; and elicit information regarding the performance of this Contract or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor must provide access to facilities and must cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within three business days.

## **1.8 Reports**

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

1.8.2 Income Tax Withholding: Upon Director's request, Contractor will provide County with certain documents relating to Contractor's

income tax returns and employee income tax withholding. These documents must include, at a minimum:

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

### 1.8.3 County Claims Processing Information System:

- (1) Notwithstanding any other provision of this Contract, only units of service submitted by Contractor into the County's claims processing information system will be counted as delivered units of service.
- (2) Notwithstanding any other provision of this Contract, the only units of service which will be considered valid and reimbursable will be those units of service that are submitted by Contractor into the County's claims processing information system by the County's year-end cutoff date in accordance with the terms of this Contract and its exhibits thereto, including, but not limited to, Exhibit A (Financial Provisions), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. Notwithstanding any other provision of this Contract, claims entered into the County's claim processing information system must be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor when submitting the claim into the County's claims processing information system.
- (3) Contractor will train its staff in the operation, procedures, policies, and all related use of the County's claims processing information system as required by County. County will train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's information system.

## 2.0 Complaints

In addition to the requirements in paragraph 8.5 (Complaints) of the Contract, the following is required:

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

### **3.0 Compliance with Applicable Laws**

In addition to the requirements in paragraph 8.6 (Compliance with Applicable Laws) of the Contract, the following is required:

- 3.1 Contractor will be governed by and comply with all contractual obligations of the California Department of Health Care Services' (DHCS) Mental Health Plan Contract with the County.
- 3.2 Contractor will maintain in effect an active compliance program in accordance with the recommendations set forth by the California Department of Health and Human Services, Office of the Inspector General.

#### **3.1.2 Licenses, Permits, Registrations, and Certificates**

- 3.1.2.1 Contractor will obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder) as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Contract. Contractor will further ensure that all of its officers, employees, and agents, who perform services hereunder, will obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder) as required by all applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives will be retained with current updates and will be made available, upon request, no more than three business days after the initial request for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention.

- 3.1.2.2 If Contractor is a participant in the ShortDoyle/MediCal and/or Medicare programs, Contractor will keep fully informed of all current procedures for maintaining MediCal and Medicare certifications of all its facilities.
- 3.1.2.3 Contractor will ensure that any independent Contractors (i.e., individuals who are not employees but who are contracted by Contractor to perform services hereunder) who prescribe medications, in addition to obtaining and maintaining all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder, are credentialed by DMH and maintain such credentialing in effect during the term of this Contract.
- 3.1.2.4 Contractor and all persons employed or subcontracted by Contractor, who are required to be licensed or certified in order to perform their assigned duties, are required to be credentialed to the requirements of the State of California on a tri-annual basis. The records of this credentialing will be open to inspection by the County, and any services performed by non-credentialed Contractor staff or subcontractors will not be reimbursable by the County.

#### **4.0 Contractor Responsibility and Debarment**

In addition to the requirements in paragraph 8.12 (Contractor Responsibility and Debarment of the Contract), the following is required:

- 4.1 Per Behavioral Health Information Notice (BHIN) 25-023, to the extent permitted by applicable law, DMH reserves the right to pass fines, sanctions and penalties from the State Department of Health Care Services onto the Contractor if DMH finds the Contractor was a contributing factor to the fine, sanction or penalty. Any such fines, monetary sanctions or penalties will be assessed in proportion to the percent Contractor was determined to be a contributing factor. At the time any fines, sanctions or penalties are levied, DMH will provide to Contractor the evidence upon which it made its determinations. The provider will have 30 calendar days after receiving the evidence to appeal the findings and evidence to DMH. DMH will, in its sole discretion, make a final determination of whether or not to approve or reject the appeal and will provide justification if the appeal is not approved and fines, sanctions or penalties remain.

#### **5.0 County's Quality Assurance Plan**

In addition to the requirements in paragraph 8.15 (County's Quality Assurance of the Contract), the following is required:

## 5.1 County's Quality Assurance Plan

The County LACDMH Quality Assurance Unit or its agent(s) will monitor the Contractor's performance under this Contract related to the provision of Medi-Cal SMHS through the Quality Assurance and Performance Improvement (QAPI) plan submitted by the Contractor, Chart Reviews, and data analytics around access to care and service provision. Such reviews will result in a Feedback Report and, if applicable, corrective action plans. In addition, if services are found to be out of compliance with Medi-Cal SMHS requirements, County may request Contractor to void such services.

- 5.2 Contractor will establish and maintain a Quality Management Program. Contractor's written Quality Management Program will describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.01, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established county, State, and federal service standards and complies with the standards set by DHCS through the Performance Contract and/or Mental Health Plan Contract. The written Quality Management Program must be submitted to the Quality Assurance Unit annually.
- 5.3 The Contractor's Quality Management Program will be consistent with Department's Quality Improvement Program Policy No. 1100.01 including the Department's Quality Assurance and Performance Improvement Committee.
- 5.4 The Contractor's Quality Management Program will be consistent with the Department's Cultural Competence Plan. Contractor will ensure that 100% of Contractor's staff, including clerical/support, administrative/management, clinical, subcontractors, and independent contractors receive **annual** cultural competence training. 100% of Contractor's staff with direct contact with clients will be trained in Transgender, Gender Diverse, or Intersex (TGI) evidence-based cultural competency training per QA Bulletin 25-08.

Contractor will monitor, track, document (using, for example, training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.), and make available, upon request by the federal, State and/or County government, the annual cultural competence training provided to Contractor's staff, including clerical/support, administrative/management, clinical, subcontractors, and independent contractors.

Additionally, according to the Federal Managed Care Network Adequacy Final Rule requirements, 100% of direct service

practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past 12 months to meet annual reporting requirements. This information needs to be entered and updated in the Network Adequacy: Provider and Practitioner Administration application (<https://lacdmhpp.powerappsportals.us/nappa/>) based on each practitioner specifying the hours of cultural competence training completed.

- 5.5 The Contractor's Quality Management Program must be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 401.03.
- 5.6 Contractor will maintain accurate and up-to-date information on its Organization (Outpatient Programs – Organizational Providers), Provider Site(s), and Practitioners within Network Adequacy: Provider and Practitioner Administration application (<https://lacdmhpp.powerappsportals.us/nappa/>) to support compliance with the network adequacy, access-to-care, and provider directory reporting requirements associated with the Medicaid Managed Care Final Rule. Contractor will develop and implement policies and procedures for ensuring the required information is properly reported into the Application in accord with instructions provided by the Department's Quality Assurance Unit – Quality, Outcomes and Training Division. Failure by Contractor to submit the requested information, documents or materials within the indicated deadline, and after County issues a final notice of compliance, may result in the withholding of payments or other contract actions, including, but not limited to, contract suspension or termination.
- 5.7 The Contractor will not discriminate in the selection, retention, reimbursement, or indemnification of any provider proposing to act within the scope of work of his/her license or certification, under applicable State law, on the basis of that license or certification. For disciplines allowed to provide specific SMHS, Contractor should refer to the Guide to Procedure Codes available at <https://dmh.lacounty.gov/qa/qama/> for inclusions and limitations.
- 5.8 Hours of Operation: Contractor must have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal members. If Contractor only serves Medi-Cal members, the Contractor must require that hours of operation are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan in accordance with 42 C.F.R Section

438.206(c)(1).

## 6.0 Record Retention and Inspection-Audit Settlement

In addition to the requirements in paragraph 8.37 (Record Retention and Inspection-Audit Settlement), the following is required:

6.1 Direct Services and Indirect Services Records: Contractor must maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer, and other personnel under this Contract in sufficient detail to permit an evaluation and audit of such services. All such records must be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention. In addition to the general requirements in this Paragraph 6.0 and the Contract paragraph 8.37, Contractor must comply with any additional patient/client record requirements described in the SOW including, Program Service Exhibits (PSE) and Specialty Service Exhibits (SSE) and will adequately document the delivery of all services described in the SOW, PSE, and SSE.

6.1.1 Patient/Client Records (Direct Services): Contractor must maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and federal requirements and DMH Policies 401.01, 401.02, and 401.03. Such treatment and other records will include, but not be limited to, patient/client identification number, demographic information, all data elements required by the County's claims processing information system, consent for treatment form, assessment, care plan, progress notes, and any other applicable information. The required data elements must be in accordance with the Organizational Provider's Manual. All patient/client records must be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

6.1.1.1 Ten (10) years following the date the service was rendered;

6.1.1.2 For minors, until such time as the minor reaches 25 years of age;

- 6.1.1.3 Ten (10) years after completion of all County, State and/or federal audits; or
  - 6.1.1.4 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.
  - 6.1.1.5 During such retention period, all such records will be available within three business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Nothing in this paragraph will limit Contractor's obligation to retain records for the period described by law.
- 6.1.2 Case Management Support Services, Outreach Services, and Client Supportive Services Records (Indirect Services): Contractor must maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and federal requirements and DMH Policy 300.06. All program records must be maintained by Contractor for a minimum period that is at least equivalent to the later of any of the following:
- 6.1.2.1 Ten (10) years following the expiration or earlier termination of this Contract;
  - 6.1.2.2 Ten (10) years after completion of all County, State and/or federal audits; or
  - 6.1.2.3 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.
  - 6.1.2.4 During such retention period, all such records will be available within three business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection and/or audit. Nothing in this paragraph limits Contractor's obligation to retain records for the period described by law.
- 6.2 Financial Records: The Contractor must maintain accurate and complete financial records of its activities and operations relating to

this Contract in accordance with generally accepted accounting principles, and with all applicable federal, State and County requirements, guidelines, standards, and procedures. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which will be furnished to Contractor by County. The above financial records must include, at a minimum:

- 6.2.1 Books of original entry and a general ledger.
- 6.2.2 Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs if applicable when some direct costs are claimed. "Indirect costs" will mean those costs as described by the guidelines, standards, and procedures which will be provided by County in writing to Contractor, the State DHCS, the Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the OMB Uniform Guidance, Subpart E: Cost Principles.
- 6.2.3 Bronzan-McCorquodale/County statistics and total facility utilization information (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Contractor.
- 6.2.4 A listing of all County remittances received.
- 6.2.5 Patient/client financial folders clearly documenting:
  - 6.2.5.1 Contractor's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third-party payer coverage;
  - 6.2.5.2 Contractor's reasonable efforts to collect charges from the patient/client, his/her responsible relatives, and any other third party payer;
  - 6.2.5.3 A patient/client ledger card indicating the type of services provided, the charges incurred for services received, and the payments by source and service type.
  - 6.2.5.4 The patient/client's employment records.

6.2.2 The entries in all the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs must be made in accordance with the requirements of the State, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider’s Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records must be maintained by Contractor for a minimum period that is at least equivalent to the later of any of the following:

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

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

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

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

6.3 Preservation of Records: If, following termination of this Contract, Contractor’s facility(ies) is (are) closed or if majority ownership of Contractor changes, then within 48 hours of closure or ownership change, Director of DMH and Director of DHCS will be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 6.0.

#### 6.4 Audits:

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

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

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

6.4.4 California DHCS Access to Records: Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, ten (10) years after final audit is completed including appeals, or ten (10) years after termination of this Agreement, whichever occurs later, Contractor will maintain and make available to DHCS, the Secretary of the United States Department of Health and Human Services (HHS), the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books,

documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents and records of the subcontractor as provided in this exhibit's paragraphs 1.8 and 6.0 in addition to paragraph 8.37 (Record Retention and Inspection Audit Settlement) of the Contract.

6.4.5 Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 USC Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, ten (10) years after final audit is completed, including appeals, or ten (10) years after termination of this Contract, whichever is later, Contractor will maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, Contractor's contracts, books, documents and records which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontractor must provide for such access to the subcontractor's subcontract, books, documents and records as provided in in this exhibit in paragraphs 1.8 and 6.0 in addition to paragraph 8.37 (Record Retention and Inspection Audit Settlement) of the Contract.

## **7.0 Contractor's Exclusion From Participation in a Federally Funded Program**

7.1 Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing

services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director of DMH, or designee, within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. These warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including, but not limited to, Medicare and Healthy Families.

- 7.2 Contractor will indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment 1 (Attestation Regarding Federally Funded Program) as part of its obligation under this paragraph 7.0.
- 7.3 Contractor will comply with Social Security Act §1128 in addition to DMH Policy 106.04 (Contractors Eligibility to Participate in and Secure Federally Funded Health Care Program Contracts) which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals, and 2) Contractor's responsibility to provide employee identification information within three business days should DMH or its representatives request it related to sanction list screening compliance.
- 7.4 Failure by Contractor to meet the requirements of this paragraph 7.0 will constitute a material breach of Contract upon which County may immediately terminate or suspend this Contract.

## **8.0 Restrictions on Lobbying**

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

### ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with Paragraph 7.0 (Contractor's Exclusion from Participation in a Federally Funded Program) of the Exhibit H (Medi-Cal Unique Terms and Conditions):

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

I further certify as the official responsible for the administration of \_\_\_\_\_ (hereafter "Contractor") that none of its officers, employees, agents and/or subcontractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or subcontractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or subcontractors otherwise likely to be found by a federal or State agency to be ineligible to provide goods or services under a federally funded health care program.

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

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

Name of authorized official (Official Name):

\_\_\_\_\_  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

## ATTESTATION REGARDING INFORMATION SECURITY AND TECHNOLOGY 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 and, if applicable, to the Department of Mental Health (DMH) Information Technology Technical Requirements.

\_\_\_\_\_ (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), and, if applicable, that all technology and technical requirements are met. Contractor acknowledges it is the Contractor's responsibility to access DMH's Information Security Attachments and Technology Document (available at <https://dmh.lacounty.gov/providers/administrative-tools/administrative-forms/contract-attachments/>) **annually and upon notification by DMH of updates to said Attachments. It is Contractor's responsibility to complete, or update, the forms listed below that are applicable to their contract:**

- Attachment 1 – Information Security and Privacy Requirements for Contracts
  - Addendum A     Addendum B     Addendum C
- 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)
- Attachment 5 – Information Technology Technical Requirements
- Attachment 6 – Electronic Health Records Security Compliance

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 return the documents, where submission is indicated, via email to the CDAD Contract Analyst listed in Exhibit D (County’s Administration).

Name of authorized official (Official Name) \_\_\_\_\_  
Printed name  
 Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

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# INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Attachment (“Attachment”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Attachment are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Attachment will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Attachment and the Contract, this Attachment will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this attachment.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

**Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- a. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use

appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

## 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

## 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background

and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Attachment, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Attachment will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Attachment, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Attachment; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Attachment.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option,

all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential

business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### 14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

James Thurmond  
Acting Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5660  
JThurmond@cio.lacounty.gov

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363  
LRussell@ceo.lacounty.gov

- b. Include the following Information in all notices:
- i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless

the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Attachment, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

#### **16. AUDIT AND INSPECTION**

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any

County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Attachment, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Attachment, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and

Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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



## DMH INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The requirements and procedures included within are in addition to the requirements of Attachment 1 (Information Security and Privacy Requirements) of Exhibit I (Attestation Regarding Information Security and Technology Requirements), and the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties.

### 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Artificial Intelligence (AI):** technologies used in the collection, design, and management of data.
- b. **Breach:** the acquisition, access, use, or disclosure of unsecured PHI or PII in a manner not permitted under applicable law, which compromises the security and privacy of such information, as defined under Health Insurance Portability and Accountability Act (HIPAA).
- c. **Protected Health Information (PHI):** individually identifiable health information, in any form or medium, that is transmitted or maintained by the Contractor, as defined in 45 C.F.R. § 160.103, and subject to the requirements of HIPAA and its implementing regulations.

### 2. COUNTY INFORMATIONAL WEBSITE

Contractor understands that County operates an informational website with links (<https://dmh.lacounty.gov/our-services/consumer-and-family-affairs/privacy/> and <https://dmh.lacounty.gov/pc/cp/ai/>) related to the services under this exhibit and the underlying Contract, and the parties’ HIPAA and AI obligations, and agrees to utilize said website to obtain updates, other information, and forms to assist in its performance.

### **3. INFORMATION SECURITY AND PRIVACY PROGRAMS**

#### **a. Information Security Program**

The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

The Contractor's Information Security Program will:

- Prohibit the deployment, integration, or use of AI technologies for data collection, sharing, use, design, and management without written approval from the Department of Mental Health's Chief Information Security Officer.
- Comply with the DMH AI Information Security Requirements described in this section. Contractor will access the County informational website <https://dmh.lacounty.gov/pc/cp/ai/> to obtain the DMH Artificial Intelligence (AI) Policy, and the DMH Artificial Intelligence (AI) Assessment document listed in this section to assist Contractor in its performance.
  - i. DMH Artificial Intelligence (AI) Policy  
[https://file.lacounty.gov/SDSInter/dmh/1194085\\_DMH\\_AI\\_Policy.pdf](https://file.lacounty.gov/SDSInter/dmh/1194085_DMH_AI_Policy.pdf)
  - ii. DMH Artificial Intelligence (AI) Assessment  
[https://file.lacounty.gov/SDSInter/dmh/1194087\\_DMH\\_CP\\_AI\\_Requirements\\_Assessment.pdf](https://file.lacounty.gov/SDSInter/dmh/1194087_DMH_CP_AI_Requirements_Assessment.pdf)

### **4. CONTRACTOR EMPLOYEES**

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit and as set forth in the Contract, and must require all employees, agents, and volunteers to sign the document entitled "Confidentiality Oath Non-DMH Workforce Members", Attachment 3 to Exhibit I (Information Security and Privacy Requirements).

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor must maintain records of training completed and agree to provide County with training records upon request. The Contractor agrees that training will cover the topics listed in the LA County Information Security and Privacy exhibit, and the underlying base agreement between the County and Contractor.

## 5. SECURITY AND PRIVACY INCIDENTS

In the event of all Security or Privacy Incidents, the Contractor must:

- a. Promptly notify the Departmental Chief Information Security Officer, and the Departmental Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

### **Department of Mental Health (DMH) Security and Privacy Officers:**

#### **Departmental Chief Information Security Officer**

510 S. Vermont Avenue, 16th Floor

Los Angeles, CA 90020

Phone: (213) 351-1335

Email: [InformationSecurity@dmh.lacounty.gov](mailto:InformationSecurity@dmh.lacounty.gov)

#### **Departmental Privacy Officer**

DMH HIPAA Privacy Unit

510 S. Vermont Avenue, 16th Floor

Los Angeles, CA 90020

Phone: (213) 943-9376

DMH HIPAA Privacy Officer email: [Privacy@dmh.lacounty.gov](mailto:Privacy@dmh.lacounty.gov)

- b. Include the following Information in all notices:
  - (i) The date and time of discovery of the Incident;
  - (ii) The approximate date and time of the Incident;
  - (iii) A description of the type of County Information involved in the reported Incident;
  - (iv) A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified; and
  - (v) The name and contact information for the organizations official representative(s) with relevant business and technical information relating to

the incident.

- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor will provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Attachment, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## 6. AUDIT AND INSPECTION

- a. **Risk Assessment:** The Contractor must complete an annual risk assessment with LA County DMH by completing the Attachment 2 (DMH Contractor's Compliance with Information Security Requirements) to Exhibit I (Attestation Regarding Information Security and Technology Requirements).
- b. **Audit and Certification:** If the underlying contract includes a Software as a Service (SaaS) product, the Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been

identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings will be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

- (i) **Non-Disclosure Agreement (NDA)** Government entities such as the County of Los Angeles are subject to the Public Records Act (PRA) that provides people with broad rights of access to public records and therefore exempt from signing NDAs.
- c. The Contractor agrees to utilize an Electronic Health Record (EHR) system that is SOC 2 Type II compliant and designed to maintain appropriate administrative, technical, and physical safeguards for the security, availability, integrity, confidentiality, and privacy of behavioral health data. The Contractor must complete the Attachment 6 (Electronic Health Record Security Compliance) to Exhibit I (Attestation Regarding Information Security and Technology Requirements) demonstrating that the EHR system used meets SOC 2 Type II compliance or an equivalent industry-recognized security certification.

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**ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)**

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor must immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

**ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS**

Notwithstanding any other provisions in this Contract, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

**ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY**

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

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## DMH CONTRACTOR'S COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS

**Contractor Agency Name:** \_\_\_\_\_

Contractor must provide information about its information security practices by completing this Attachment **annually**. Note: the implementation or use of AI technologies for data management; including data collection, data storage, data retrieval, data sharing and reporting without written approval from the Department of Mental Health's Chief Information Officer and Information Security Officer is prohibited. By submitting this Attachment, Contractor certifies that they will be compliant with Los Angeles County Board of Supervisors Policies and attest that it has implemented adequate controls to meet the following expected Information Security minimum standards, at the commencement and during the term of any awarded Contract. Contractor must be prepared to provide supporting evidence upon request. The completed forms must be returned to the DMH Information Security Officer (DISO) for approval within 10 business days from receipt. Any significant changes during the term of the Contract must be reported within 10 business days of implementation. Depending on the change(s), Contractor may be asked to re-submit this Attachment.

### COMPLIANCE QUESTIONS

#### DOCUMENTATION AVAILABLE

	YES	NO	N/A		YES	NO
1 Will County's non-public data stored on your workstation(s) and laptop(s) be encrypted? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2 Have you implemented or used AI technologies for data management; including data collection, data storage, data retrieval, data sharing and reporting? <i>If "YES," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3 Is Multi-Factor Authentication (MFA) used to access systems that store non-public data? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4 Will County's non-public data stored on removable media be encrypted? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5 Will County non-public data be encrypted when transported? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6 Will any validation/attestation reports generated by the encryption tools be maintained? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
7 Will County's non-public data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A		YES	NO
8 Will all users with access to County's non-public data participate in an annual information security awareness training? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
9 Will County's non-public data residing on endpoints be protected by an up-to-date antivirus and/or anti-malware software? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10 Will all endpoints accessing and/or storing County's non-public data be physically secured? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
11 Will all security incidents involving County's data be promptly reported? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
12 Will all users' access be formally authorized, and users provided with unique logon IDs & complex passwords for accessing County data? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
13 Will all users' activities be monitored to ensure they are accessing the minimum information necessary to perform their assignments? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
14 Will users' access be modified once their role no longer justifies such access, and/or promptly suspended upon discharge or termination? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
15 Will all endpoints accessing and/or storing County's non-public data be regularly patched and updated for known vulnerabilities? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
16 Will all endpoints accessing and/or storing County's non-public data be rendered unreadable and/or unrecoverable, prior to disposition? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
17 Will annual inspections and risk assessments be conducted on systems involving County data and identified weaknesses and vulnerabilities be promptly mitigated or remediated? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
18 Does the entity have policies and procedures to ensure continuity and availability of critical business processes during emergencies or disasters and ability to restore/recover data from ransomware attacks? <i>If "NO" or "N/A," please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

19 Upon expiration or termination of the contractual agreement with the County, will Contractor return or destroy County's non-public data?  
*If "NO" or "N/A," please explain.*

YES	NO	N/A		YES	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Authorized Signatory Name (Print)

\_\_\_\_\_  
Authorized Signatory Official Title

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Date

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**COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
CHIEF INFORMATION OFFICE BUREAU  
CONFIDENTIALITY OATH  
Non-DMH Workforce Members**

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor will make available within three (3) business days upon DMH request)

**ANNUAL**

The intent of this Confidentiality Form is to ensure that all Business Associates, Contractors, Consultants, Interns, Volunteers, Locum Tenens, Non-Governmental Agencies (NGA), Fee-For-Service Hospitals (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with federal and state laws governing confidentiality.

The California Welfare and Institutions Code (WIC) Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to WIC Section 14100.2, a, b, f, and h, provides in part that:

- “(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter \*... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program.”
- “(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability.”
- “(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program \*\*....”
- “(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits \*\*\*... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor.”





LOS ANGELES COUNTY  
**DEPARTMENT OF  
MENTAL HEALTH**  
hope. recovery. wellbeing.

**CHIEF INFORMATION OFFICE BUREAU**

**ELECTRONIC DATA TRANSMISSION  
TRADING PARTNER ATTACHMENT (TPA)**

This Trading Partner Attachment ('TPA') is made and entered by and between the Network Provider named \_\_\_\_\_ ("Trading Partner"), whose Network Provider number is \_\_\_\_\_ and the County of Los Angeles – Department of Mental Health ("DMH").

DMH and the Trading Partner will exchange information and data electronically in connection with certain healthcare transactions and the Trading Partner must be readily equipped at their own expense with the Systems and trained personnel necessary to engage in the successful exchange of electronic information and data. The electronic transmissions of information and data in addition to the confidentiality and security of the data exchanged between the parties, is of the highest priority.

**1. DEFINITIONS**

**1.1 Agents**

Third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer or exchange of data. Examples of Agents include claims clearinghouses, vendors, and billing services.

**1.2 Confidential Information**

Information relating to specific Individuals which is exchanged between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder; the Insurance Information and Privacy Protections Act, and/or other applicable State and federal statutes and regulations, which will hereinafter be collectively referred to as "Privacy Statutes and Regulations."

**1.3 Data**

A formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or by automatic means.

**1.4 Data Log**

A complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this TPA is in effect, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission.

## **1.5 Data Transmission**

The automated transfer or exchange of data between Trading Partners or their Agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this TPA.

## **1.6 Electronic Data Interchange (“EDI”)**

The automated, electronic exchange of structured business data from application to application that utilizes an American National Standards Institute (ANSI) approved or other mutually agreed format.

## **1.7 Envelope**

A control structure in a mutually agreed format for the electronic interchange of one or more encoded Data Transmissions either sent or received by the Parties to this TPA.

## **1.8 Fast Healthcare Interoperability Resources (“FHIR”)**

A healthcare data standard developed by Health Level Seven International (HL7). It defines standardized components, called resources, which can be combined to enable the secure exchange of clinical, administrative, and financial information between systems using common data formats and application programming interfaces (APIs).

## **1.9 Individual**

Individual person(s) whose claims for payment of services may be eligible to be paid under the terms of the applicable federal, State or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this TPA will be made directly to Providers on behalf of such Individuals.

## **1.10 Lost or Indecipherable Transmission**

A Data Transmission which is never received by or cannot be processed to completion by the intended recipient whether DMH, Trading Partner, and/or Agents in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered incomplete.

## **1.11 Provider**

Hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County.

## **1.12 Source Documents**

Documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual’s name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider’s name and/or Provider number.

## **1.13 Submitter ID Number**

A Data Universal Numbering System identifier assigned by Dun & Bradstreet (D&B) to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions is required by DMH for claiming transmissions.

#### **1.14 System**

The equipment and software necessary for a successful electronic Data Transmission.

#### **1.15 Trading Partner**

A Provider who has entered into this with DMH in order to satisfy all or part of its obligations under a Outpatient Programs-Organizational Providers Contract or Network Provider Agreement by means of EDI and/or FHIR.

### **2. OBLIGATIONS OF THE PARTIES**

#### **2.1 Mutual Obligations**

In addition to the obligations of the respective Parties which are set forth elsewhere in this TPA, the mutual obligations of DMH, the Trading Partner and/or the Trading Partner's Agents, collectively referred to as "the Parties," will include, but not be limited to, the following:

##### **(a) Accuracy of EDI and FHIR Transmissions**

The Parties will take reasonable care to ensure that Data and Data Transmissions are timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to the System of the other Party, the Data Transmission itself or the contents of an Envelope which is transmitted either to or from either Party pursuant to this TPA. Parties must also take reasonable care to ensure accurate and unduplicated transmissions are sent to recipients and will notify the recipients of all erroneous duplicated transmissions timely. Parties will also take necessary actions to correct and void any and all invalid transmissions.

##### **(b) Re-transmission of Indecipherable Transmissions**

Where there is evidence that a Data Transmission is Lost or Indecipherable, the sending Party will make best efforts to trace and re-transmit the original Data Transmission in a manner which allows it to be processed by the intended receiving Party as soon as practicable.

##### **(c) Cost of Equipment**

Each Party must, at its own expense, obtain and maintain its own System and must update its System as recommended by the manufacturer/owner/licensor of said System. Furthermore, each Party will pay its own costs for any and all charges related to Data Transmission under this TPA, specifically including, without limitation, charges for System equipment, software and services; charges for maintaining an electronic mailbox, connect time, terminals, connections, telephones, and modems; and any applicable minimum use charges. Each Party will also be responsible for any and all expenses it incurs for translating, formatting,

or sending and receiving communications over the electronic network to the electronic mailbox, if any, of the other Party.

**(d) Back-up Files**

Each Party must maintain adequate back-up files and/or electronic tapes or other means sufficient to re-create a Data Transmission in the event that such re-creation becomes necessary for any purpose at any time. Such back-up files and/or tapes will be subject to the terms of this attachment to the same extent as the original Data Transmission.

**(e) Format of Transmissions**

Except as otherwise provided herein, each Party will send and receive all Data Transmissions in the format designated by DMH to the Trading Partner.

**(f) Testing**

Each Party must, prior to the initial Data Transmission and throughout the term of the underlying contract, test, and cooperate with the other Party in testing, the Systems of both Parties as DMH considers reasonably necessary to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.

## 2.2 Trading Partner Obligations

In addition to the requirements of Section 2.1 and 4.1, the Trading Partner will be specifically obligated as follows:

- (a)** To refrain from copying, reverse engineering, disclosing, publishing, distributing or altering any Data, Data Transmissions, DMH provided interfaces or applications, or use of the same for any purpose other than that for which the Trading Partner was specifically given access and authorization by DMH;
- (b)** To refrain from obtaining Data and Data Transmissions, access to DMH interfaces or solutions for any purpose other than access DMH expressly authorizes to said Trading Partner. Furthermore, in the event that the Trading Partner receives Data, Data Transmissions, or access other than expressly authorized by DMH, Trading Partner must immediately cease use of said Data, Data Transmissions, interfaces or applications; notify DMH; and make arrangements to return Data or Data Transmissions. Upon confirmation of receipt by DMH of said Data or Data Transmissions, Trading Partner will immediately destroy Data and/or Data Transmissions contained in such Data Transmissions from its System, records, or networks.
- (c)** To implement security measures to ensure the integrity and confidentiality of both DMH and the Trading Partner's data and/or records when the System is not in active use by the Trading Partner.

- (d) To protect and maintain the confidentiality of the DMH issued Secure Identification Tokens of the Trading Partner or Agent at all times.
- (e) To enforce encryption and secure authentication where appropriate, by utilizing complex passwords, Multi-Factor Authentication (MFA) and/or other mutually agreed upon means in order to ensure the transmission of the data is maintained securely during all data exchanges between Trading Partners and DMH.
- (f) Prior to or upon execution of the underlying contract, provide DMH, in writing, all of the information requested in the Trading Partner Information section of the TPA online application. While the underlying contract is in effect, the Trading Partner must notify DMH, in writing, no later than ten (10) business days of any material changes in the information originally provided by the Trading Partner in the TPA online application.
- (g) The implementation or use of AI technologies for data management, including data collection, data storage, data retrieval, data sharing and reporting without written approval from the Department of Mental Health's Chief Information Officer and Information Security Officer is prohibited.
- (h) To minimize the risk of data loss during transmissions, Trading Partners must notify DMH of any planned System changes at least 30 days prior to any change.
- (i) The Contractor agrees to utilize an Electronic Health Record (EHR) system that is SOC 2 Type II compliant and designed to maintain appropriate administrative, technical, and physical safeguards for the security, availability, integrity, confidentiality, and privacy of behavioral health data. The Contractor will complete the Electronic Health Record Security Compliance (Exhibit I- Attachment 6) demonstrating that the EHR system used meets SOC 2 Type II compliance or an equivalent industry-recognized security certification.
- (j) The Contractor will conduct an annual risk assessment of its overall information technology and data security ecosystem, including systems, processes, and third-party services that may store, process, or transmit County data. The Contractor will maintain documented processes for identifying, correcting, and remediating any control deficiencies or security risks identified through such assessments. Upon request, the Contractor must provide the County with documentation evidencing completion of the annual risk assessment, remediation plans, and follow-up documentation demonstrating that identified deficiencies have been corrected or mitigated in a timely manner.

### **2.3 DMH Obligations**

In addition to the obligations of DMH set forth herein, DMH will be specifically obligated as follows:

#### **(a) Availability of Data**

DMH will make available to the Trading Partner, by electronic means, those types of Data and Data Transmissions to which the Trading Partner is entitled to receive by mutual agreement of the Parties or as provided by law.

**(b) Notices Regarding Formats**

DMH will provide Trading Partner a listing of acceptable electronic data transmission formats and will notify Trading Partner of changes to acceptable data transmissions in accordance with the timelines specified in the underlying contract.

### **3. AGENTS**

The Trading Partner may use, in the performance of the underlying contract with DMH, various third parties as the Trading Partner's Agents in the electronic exchange of information. As such, the following will apply:

#### **3.1 Responsibility of Agents**

If the Trading Partner uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Trading Partner will be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Trading Partner's own acts, failures, or omissions. Upon request by DMH, Trading Partners must also provide documentation demonstrating that all Agents have current and applicable Business Associate Agreements in order to represent said Trading Partner.

#### **3.2 Notices Regarding Agents**

Prior to the commencement of the Agent's services in the performance of the specified obligations in this TPA, the Trading Partner must designate in the TPA online application its specific Agents who are authorized to send and/or receive Data Transmissions in the performance of the aforementioned obligations on behalf of the Trading Partner. Except as provided otherwise in this TPA, the Trading Partner will notify DMH of any material changes in the information contained in the TPA online application no less than ten (10) days prior to the effective date of such changes. The information within the TPA application, when fully executed, will be incorporated into this TPA by reference and will be effective upon execution of the underlying contract, unless specified otherwise. The Trading Partner's designation of its Agent for purposes of this TPA is expressly subject to the approval of DMH, which will not be unreasonably withheld.

#### **3.3 Express Warranties Regarding Agents**

The Trading Partner expressly warrants that the Agent will make no changes in the Data content of any Data Transmissions or the contents of an Envelope and, further, that such Agent will take all appropriate measures to maintain the timeliness, accuracy, confidentiality and completeness of each Data Transmission. Furthermore, the Trading Partner expressly warrants that its Agents will be advised of, and will comply in all respects with, the terms of this TPA.

#### **3.4 Indemnification Regarding Agents**

The Trading Partner will indemnify, defend and hold harmless DMH from any and

all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorney's fees and costs resulting from the acts or omissions of the Trading Partner, its Agents, employees, subcontractors in the performance of the underlying contract provided. DMH will have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which will be the responsibility of the Trading Partner. DMH will provide the Trading Partner with timely notice of the existence of such proceedings and such information and documents, and cooperate, as reasonably necessary, to assist the Trading Partner in establishing a defense to such action.

## 4. SECURITY

### 4.1 General Requirements

In addition to the requirements of Sections 2.1 and 2.2, the Trading Partner must maintain adequate security procedures to prevent unauthorized access to Data, Data Transmissions, and the DMH System. Trading Partner will immediately notify DMH of any and all unauthorized attempts by any person or entity to obtain access to or otherwise tamper with the Data, Data Transmissions or the DMH System.

#### (a) Notice of Unauthorized Disclosures

The Trading Partner will promptly notify DMH of any and all unlawful or unauthorized disclosures of Confidential Information that come to its attention and will cooperate with DMH in the event any litigation arises concerning the unauthorized use, transfer or disclosure of Confidential Information.

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**ELECTRONIC TRADING PARTNER  
ATTACHMENT**

The Trading Partner acknowledges, agrees to and will be bound by all the terms, provisions and conditions of the Trading Partner Attachment

Agreed To:

---

Trading Partner Name (Legal Entity / Network Provider)  
(Type or Print)

---

**Authorized Personnel**  
(Type or Print)

---

**Authorized Signature**

---

**Title**  
(Type or Print)

---

**Date**

**Contractor *must* complete, sign, and submit the TPA annually.**

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## Information Technology Technical Requirements

This Technical Requirements Attachment (“Attachment”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable State or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, data protections, information security, confidentiality, availability, and integrity of such information. The technology requirements and procedures in this Attachment are to be established by the Contractor by the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. Failure to comply with the minimum requirements and procedures set forth in this Attachment will constitute a material, non-curable breach of Contract by the Contractor, entitling the County – in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract – to immediately terminate the Contract.

### 1. Definitions

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Attachment.

- a. **Application Programming Interface (API):** A set of rules or protocols that enable software applications to communicate with each other to exchange data, features and functionality. It acts as an intermediary, enabling one software component to request services or data from another.
- b. **Electronic Data Interchange (EDI):** The automated, computer-to-computer exchange of standardized business documents (e.g. claims, invoices) between providers and the Department using HIPAA-compliant (Health Insurance Portability and Accountability Act) X12 standard.
- c. **ProviderConnect:** A web portal provided by DMH to its contracted providers for sharing DMH-required program-specific information with the Department’s Electronic Health Record system.
- d. **Fast Healthcare Interoperability Resources (FHIR):** An HL7 standard for representing and exchanging healthcare information electronically, using modular “resources” and web-based APIs (e.g. REST over HTTP) in JSON form.
- e. **HL7:** A set of international standards for exchanging, integrating, sharing, and retrieving electronic health information between healthcare systems, developed by the nonprofit organization Health Level Seven International (HL7).

- f. **Modular Resources:** Independent, self-contained components (whether hardware or software) that perform specific functions that can be easily separated, managed, and recombined to form larger, more complex systems.
- g. **Web-based API:** a set of rules and definitions that allow different software applications to communicate with each other over the internet using standard protocols, most commonly HTTP.
- h. **Representational State Transfer (REST):** An architectural style that defines a set of constraints for building scalable, simple, and stateless web services.
- i. **Hypertext Transfer Protocol (HTTP):** The foundational set of rules for transferring data—such as web pages, images, and videos—across the World Wide Web, using a client–server model in which clients request resources and servers return responses.
- j. **JavaScript Object Notification (JSON):** A lightweight, text-based format for storing and exchanging data, using key-value pairs that are easy for humans and machines to read.
- k. **Healthcare Interoperability Data Exchange (HIDEX):** Mental Health Integration platform which supports FHIR based data exchanges.

## 2. General Technology Requirements

The General Technology requirements are applicable to all contracts through which the Contractor has agreed to provide behavioral health services to clients as a covered entity.

- 2.1. Contractor will acquire, manage, and maintain Contractor’s own information technology, infrastructure, platforms, systems and/or services in order to meet all requirements specified by County for interoperability (as stated in section 3.2). Contractors delivering remote mental health services must use a Telehealth platform that complies with HIPAA regulations.
- 2.2. Contractor will ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually.
  - 2.2.1 Contractor will maintain a copy of each Electronic Signature Agreement and make them available for inspection by County upon request.
  - 2.2.2 Contractor will submit to County the Electronic Signature Agreement to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Contract will submit to County the Electronic Signature Agreement immediately upon implementation. The Electronic Signature Agreement is available at <https://dmh.lacounty.gov/pc/cp/iefsaf/> as part of the EFT Data Access

Request Form.

### 3. Unique Requirements

#### 3.1 Data Integration

The Data Integration technology requirements are applicable to all contracts through which the Contractor has agreed to provide behavioral health services to clients as a covered entity.

##### 3.1.1

- (1) County has a Guide to Procedure Codes available at <https://dmh.lacounty.gov/qa/qama/> which includes a “crosswalk” of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.
- (2) County has electronic Data Interchange (EDI) Contract forms available at <https://dmh.lacounty.gov/pc/cp/iefsaf/> and <https://dmh.lacounty.gov/pc/cp/ti/> which include information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System (IBHIS).
- (3) Contractor acknowledges that County is using the IBHIS where clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and Contractors exclusively through the use of EDI transactions and other County defined b2b (“Business-to-Business”) data collection and interoperability solutions. Contractor acknowledges that County may modify interface requirements as deemed necessary by County. County will notify Contractor of the effective date(s) by which Contractor will be required to comply with each modified interface in accordance with County’s revised requirements through County’s release of revised Companion Guides published to the Department website for Technical Information: <https://dmh.lacounty.gov/pc/cp/ti/>. Revised Companion Guides will be released prior to the effective date(s) upon which each modified interface is required in accordance with the schedule below and in accordance with County’s estimate of the effort required to implement each revised interface, unless earlier effective dates are imposed by law or regulation, or earlier effective dates are established by mutual contract between County and Contractor.

The Los Angeles County Department of Mental Health will determine implementation timelines based on the following factors:

- Mandated deadlines
- Contracted behavioral health provider feedback/input
- Los Angeles County prioritization

The following is a general guideline of the schedule for the implementation and/or modification of interfaces:

- a. 90 days for existing interfaces requiring major development and testing;
  - b. 60 days for existing interfaces that require moderate development and testing; and
  - c. 30 days for existing interfaces requiring minimal development and testing.
- (4) Contractor agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effective dates specified by County.
  - (5) County has Trading Partner Agent Authorization Contracts available at <https://dmh.lacounty.gov/pc/cp/ie/saf/> and <https://dmh.lacounty.gov/pc/cp/ti/> which include the Contractor's authorization to its Agents to submit HIPAA-compliant transactions on behalf of Contractor to the IBHIS.
  - (6) Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor will be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

### 3.1.2 DMH APIs and Services:

All technical information and companion guides on DMH Integration APIs listed below are located at: [Technical Information - Department of Mental Health](#). Contractor will use the standard DMH Integration APIs as applicable and necessary to carry out its obligations under the applicable Statement of Work and/or Program Service Exhibit and Specialty Service Exhibit and underlying Contract. The development and use of other APIs not listed in the DMH Integration API list must be reviewed and pre-approved by LACDMH.

**a. Level of Care Utilization System (LOCUS):** An assessment instrument developed by the American Association of Community Psychiatrists (AACCP) to evaluate behavioral health service needs across six dimensions and to guide placement into appropriate levels of care based on resource intensity. The DMH implementation of the LOCUS API uses the FHIR Questionnaire

and Questionnaire Response as part of the HIDEX platform to exchange LOCUS assessment information.

- b. Client Services (CS):** Allows Contractors to exchange admission and client service information required for claiming and service delivery.
- c. Service Request Log (SRL):** Tracks the service requests to Contractors to ensure clients receive continuity of care after discharge from hospital and that clients requesting an initial appointments have access to care mandated by DHCS.
- d. Early and Periodic Screening, Diagnosis, and Treatment (EPSDT):** An API where Contractors can submit the Child and Adolescent Needs and Strengths (CANS) and Pediatric Symptom Checklist-35 (PSC-35), if not otherwise submitted via the web application.

### 3.2 Meaningful Use

- 3.2.1 Contractor acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.
- 3.2.2 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party will deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party will have 30 days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

### 3.3 County Informational Website

Contractor understands that County operates an informational website <https://dmh.lacounty.gov/our-services/consumer-and-family-affairs/privacy/> related to the services under this attachment and the underlying Contract, and the parties' HIPAA obligations, and agrees to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

#### 4. ProviderConnect Requirements

A subset of providers contracted with the Department of Mental Health (DMH) are required to utilize the ProviderConnect portal for the exchange of information with DMH. Such use will be in accordance with the program requirements and obligations specified in each provider's respective contract and Statement of Work.

Access to the ProviderConnect portal shall be initiated through submission of a System Access Request (SAR) application. DMH will assign access levels to the portal based on the provider's contract type and the scope of information exchange required under the agreement. DMH will grant access to the ProviderConnect portal only to contracted providers and solely for the specific contracted service types and operational functions listed below. All other information sharing must be reviewed by DMH and comply with the guidelines outlined in Section 3.2.

##### 4.1 Community Outreach Services (COS) Only Providers

A COS Only Provider is designated as a provider who is contracted with DMH to deliver only Community Outreach Service.

4.1.1 A COS Only Provider can use the ProviderConnect portal for submitting COS claims to DMH for payment.

4.1.2 The claims submitted will follow the DMH payment process and adjudicated claims will be available on the same portal.

4.1.3 Contracted providers should utilize the same portal to void claims that were submitted incorrectly or replace claims that require corrections.

##### 4.2 Outpatient Programs – Organizational Providers Requiring Pre/Concurrent Authorizations

4.2.1 Outpatient Programs – Organizational Providers who are required to receive pre/concurrent authorizations for services should submit the authorization request through ProviderConnect.

4.2.2 DMH Publishes the required training documents related to the use of ProviderConnect at <https://dmh.lacounty.gov/pc/cp/provider-connect>. The document referenced here will be updated periodically based on the changes to the application.

##### 4.3 Acute Psychiatric Inpatient Providers

4.3.1 A DMH-contracted provider who is designated as Acute Psychiatric Inpatient will utilize the ProviderConnect Portal for registering each inpatient admission to the DMH Electronic Health Records (her) System, IBHIS.

4.3.2 Provider is required to follow the training documents available at

<https://dmh.lacounty.gov/pc/cp/provider-connect> and complete all required information on ProviderConnect Portal.

#### 4.4 Individual and Group Outpatient Providers

4.4.1 A DMH-Contracted provider who is designated as Individual and Group Outpatient will utilize the ProviderConnect Portal for registering each outpatient client to the DMH EHR System.

4.4.2 Provider is required to follow the training documents available at <https://dmh.lacounty.gov/pc/cp/ffs2> and complete all required information on ProviderConnect Portal.

#### 4.5 Other County Health Organizations

4.5.1 Other county health organizations contracted with DMH as Outpatient Programs- Organizational Providers will utilize the ProviderConnect Portal for registering clients to the DMH EHR system as well as to submit and receive pre/concurrent authorizations.

4.5.2 Provider is required to follow the training documents available at <https://dmh.lacounty.gov/pc/cp/provider-connect> and complete all required information on ProviderConnect Portal.

### 5. DMH Standard Applications

Contractor will use DMH's standard applications listed at <https://dmh.lacounty.gov/for-providers/web-apps/standard-applications/> to ensure compliance with all applicable requirements necessary to fulfill its obligations under the Statement of Work and Program Service Exhibit and/or Specialty Service Exhibit and respective Contract.

It is the Contractor's responsibility to request access to DMH's Standard Applications. Access requests will be initiated through the SAR application portal.

## Electronic Health Record (EHR) Security Compliance

This Electronic Health Record (EHR) Security Compliance is executed by the undersigned Contractor in connection with the Contract between Contractor and LACDMH ("Contract").

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### 1. EHR System Identification

The Contractor uses the following EHR system in connection with services provided under the Contract:

**EHR System Name:** \_\_\_\_\_

**EHR Vendor:** \_\_\_\_\_

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### 2. Security Certification (Check One or More)

By checking the applicable box(es) below, Contractor attests, represents, and warrants that the EHR system identified above satisfies the corresponding security standard(s):

SOC 2 Type II compliant, based on an independent third-party audit

Equivalent industry-recognized security certification, including:

HITRUST CSF

ISO/IEC 27001

NIST-based certification or assessment

Other equivalent certification: \_\_\_\_\_

**Certification Effective Date:** \_\_\_\_\_

Certification must be submitted annually and/or by DMH requested date

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### 3. Certification and Signature

By signing below, Contractor certifies that all statements in this Attachment are true, accurate, and complete as of the date signed and are made in reliance upon the Contract. Contractor maintains, or has access to, current documentation supporting the certification(s) identified above and agrees to provide such documentation to LACDMH

within 10 business days of the request. Contractor agrees to maintain SOC 2 Type II compliance, or an equivalent certification, throughout the term of the Contract. Contractor further agrees to promptly notify DMH Information Security Officer, using the described notification channels outlined in Exhibit I (Attestation Regarding Information Security and Technology Requirements) Attachment 1 (Information Security and Privacy Requirements) Attachment A (DMH Information Security and Privacy Requirements), of any material lapse, suspension, or revocation of such compliance or certification.

**Contractor Legal Name:** \_\_\_\_\_

**Authorized Signatory Name:** \_\_\_\_\_

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

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

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

DRAFT

## DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles (“County”) to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the [Web Content Accessibility Guidelines](#) (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

### Definitions

- **Web Content Accessibility Guidelines [WCAG 2.1](#):** Version 2.1, developed by the W3C. Web Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.
- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines ([WCAG](#)) Overview for an introduction and links to WCAG technical and educational material.

## Digital Accessibility Requirements

### A. Websites and Web Applications

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 [WCAG](#) 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 [WCAG](#) 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

### B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.
- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

### C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

## D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

## Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

## Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.

- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

#### E. **Third-Party Applications**

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

#### F. **Exceptions**

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.  
**Example:** Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.  
**Example:** An old PDF report from 2015 available on the website for historical reference.
- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).  
**Example:** Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).  
**Example:** A personalized benefits statement accessible only to a particular employee.
- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.  
**Example:** A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

#### G. **Monitoring and Enforcement**

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.

## REQUIRED SUPPLEMENTAL DOCUMENTS

In accordance with the Contract, the Contractor must submit, via email, required supplemental documents as instructed below to the CDAD Contract Analyst listed in Exhibit D (County's Administration).

### INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

If Contractor is unable to submit the documents within the required time, Contractor must provide justification to the Contract Administrator immediately.

**For New or Renewed Contracts:** Contractor is required to submit the documents listed below upon execution of the Contract, and thereafter, only if revisions have been made to such documents since the last submission. Revised documents must be submitted within 10 business days.

**For Amended Contracts:** Contractor is required to resubmit the documents listed below *if and when revisions are made to such documents* at any point during the term of the Contract.

**\*\*\*\*Documents to be submitted annually:** After contract execution, the following documents must be submitted annually, or more often if a revision has been made, **Financial Statements, Indemnification and Insurance, and documents identified in the Attestation Regarding Information Security and Technology Requirements Exhibit.**

#### 1. Corporation Documents

- a. **List of Authorized Persons:** Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization.
- b. **Articles of Incorporation and Corporate Seal:** Articles of Incorporation with the imprint/copy of the Corporate Seal (if the organization is a corporation) affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. If there is any difference between the Corporate Seal and the organization's name as used in the Service Delivery Plan, an explanation must be provided.
- c. **By-Laws and Amendments to By-Laws**
- d. **Fictitious Business Name Filings (if using a DBA)**

2. **Organizational Chart** – Current/proposed organizational chart that shows all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Statements** – Current financial statements, as required by DMH’s Policy No. 813.04 (Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health). This DMH’s Policy can be accessed in its entirety at the following website:  
<https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=2365>
4. **Subcontracts List** – List of all subcontractors. Contractors must have *prior written approval* from DMH in order to enter a particular subcontract.

The documents listed below must be made available to DMH ***within three business days should DMH or its representative request them.***

5. **Rent and Lease Agreements** – Rent and lease agreements specifying all Terms and Conditions, including term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.
6. **Fully Executed Contracts** – Fully executed contracts (e.g., consultants, professional services, etc.).
7. **Equipment Leases** – Leases for equipment, including automobiles, photocopiers, etc.
8. **Maintenance Agreements** – Maintenance agreements for equipment and other items.
9. **Exhibit M - Ownership/Controlling Interest Disclosure** – Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider’s responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form.

In accordance with Exhibit I (Attestation Regarding Information Security and Technology Requirements), it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **prior to contract execution, annually and upon notification by DMH of updates**, sign and submit the required document(s) to the CDAD Contract Analyst listed in Exhibit D (County’s Administration) via email.

## 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 \$500 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.*

## 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: \_\_\_\_\_ Click or tap here to enter text.
- 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:  
Click or tap here to enter text.

### **[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):  
Click or tap here to enter text.
- b) Subsidiaries:  
Click or tap here to enter text.
- c) Related Business Entities:  
Click or tap here to enter text.
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.  
  
Click or tap here to enter text.
- 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.  
  
Click or tap here to enter text.

### 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.)*

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

- 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.

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

**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.

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

\*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.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

\*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 [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

### **COMPANY BIDDERS OR APPLICANTS**

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (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

[Click or tap here to enter text.](#)  
Date

## CONTRIBUTION AND AGENT DECLARATION FORM

### INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), 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

[Click or tap here to enter text.](#)  
Date



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

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

**Part 1. Applicant/Vendor Information**

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

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

If Non-Profit Organization, Please check this Box

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

NO (If No, please sign below)       YES (If yes, please completed A, B, C, D and sign below)

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

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

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

No       Yes (If yes, please complete below)

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

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

Name	FEIN/SSN	DOB	Position Title

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

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

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

**Provider Statement**

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

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



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

**ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE**

**OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST**

PLEASE COMPLETE A, B, C, D AND SIGN BELOW

Continued from Page 1.

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

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

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

No  Yes (If yes, please complete below)

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

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

Name	FEIN/SSN	DOB	Position Title

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

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

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

**Provider Statement**

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

\_\_\_\_\_  
 Signature of Provider/Authorized Representative/Agent  
 (Stamped signatures NOT accepted)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Telephone Number

**LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH BEHAVIORAL  
HEALTH SERVICES ACT (BHSA) ISSUE RESOLUTION PROCESS (IRP)  
GUIDELINES**

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

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

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

B. Issues Appropriate for this Process:

1. Allegations of lack of access to appropriate mental health services;
2. Violation of statutes or regulations relating to use of BHSA funds;
3. Non-compliance with the General Standards pursuant to Welfare and Institutions Code §5813.5(d) and 9 California Code of Regulations § 3320;<sup>2</sup>
4. Inconsistency between the approved BHSA Integrated Plan and its implementation;
5. Concerns that the local BHSA Community Program Planning Process does not meet requirements of State law and/or regulation; and
6. Allegations that the use of BHSA funds will result in supplantation.

C. How to Submit a BHSA Issue:

A filer has three options to submit an issue:

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

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

1. The BHSA Administration Division will investigate the issue and try to resolve it.
2. If the issue is resolved, the issue filer will receive a notification of resolution in writing.

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

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

- State of California Department of Health Care Services (DHCS)  
Community Services Division  
Division  
Attention: BHSA Issue Resolution Process  
1501 Capitol Avenue, MS 2632  
P.O. Box 997413  
Sacramento, CA 95899-7413  
Phone: (916) 319-9758  
Email: [mhsa@dhcs.ca.gov](mailto:mhsa@dhcs.ca.gov)
- Behavioral Health Services Oversight and Accountability Commission (BHSOAC)  
1325 J Street, Suite 1700  
Sacramento, CA 95814  
Phone: (916) 445-8696  
Fax: (916) 445-4927  
Email: [BHSOAC@bhsoc.ca.gov](mailto:BHSOAC@bhsoc.ca.gov)

This IRP is subject to revision as needed.

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

<sup>2</sup> The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with Behavioral Health Services Act (BHSA) funds: Community Collaboration; Cultural Competence; Client Driven; Family Driven; Wellness, Recovery, and Resilience Focused; and Integrated Service Experiences for clients and their families. The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Integrated Plan and updates; and the manner in which the County delivers services and evaluates service delivery.



# 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

April 10, 2026

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

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

SUBJECT: **REQUEST AN EXEMPTION TO BOARD POLICY NO 5.120 FOR OUTPATIENT PROGRAMS-ORGANIZATIONAL PROVIDERS AND SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM-ORGANIZATIONAL PROVIDERS CONTRACTS THAT PROVIDE SPECIALTY MENTAL HEALTH SERVICES TO MEDI-CAL ELIGIBLE BENEFICIARIES**

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

## **JUSTIFICATION**

On May 19, 2026, DMH will present to your Board a letter for approval to execute new contracts with its network of Outpatient Programs-Organizational Providers (OP-OP) and Short-Term Residential Therapeutic Programs-Organizational Providers (STRTP), previously the Legal Entities, that deliver Specialty Mental Health Services (SMHS) to both Medi-Cal beneficiaries and non-Medi-Cal beneficiaries funded by various federal, State, and County revenues to ensure that continuous services and programs are available for Los Angeles County residents. DMH will request delegated authority as follows: 1) a 25 percent increase of the Board-approved MCA for each fiscal year during the term of the newly executed OP-OP contracts; and 2) an exemption from Policy No. 5.120 for the STRTP contracts.

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

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

In 2015, the State Legislature enacted Assembly Bill 403 Foster Care: Continuum of Care Reform (CCR). CCR comprehensively reforms placement and treatment options for probation and youth in foster care. Through CCR, reliance on congregate care is treated as a limited short-term, therapeutic intervention that is just one part of the continuum of care available for children, youth and young adults. STRTPs are a community care facility category in which qualified children placed under the custody of Department of Children and Family Services (DCFS) and/or Probation are assessed and given short term residence with intensive interventions, 24-hour care and supervision, and specialty mental health services. Implementation of CCR began on January 1, 2017. Once a STRTP has met the state licensing and contracting requirements with DCFS and/or Probation Department, DMH as the MHP, must then contract with the STRTP for the provision of SMHS.

Since Medi-Cal is a federal entitlement, the need to amend as expeditiously as possible is essential in order to meet the federal requirement under the Parity Rule, provided that the County has sufficient funds to match these federal funds. Therefore, the authority to, 1) increase the MCA by 25% for the OP-OP contracts ; and 2) exempt Medi-Cal funded services/programs from Board Policy No. 5.120 for STRTP contracts, will allow DMH to amend the contracts in a timely manner for the continuous provision and expansion of SMHS without interruption to clients who are in need of these crucial services/programs.

Each Supervisor  
April 10, 2026  
Page 3

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

LHW:RH:KN  
SK:ZW:atm

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

DRAFT

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/29/2026	
<b>BOARD MEETING DATE</b>	5/19/2026	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Health Services	
<b>SUBJECT</b>	Martin Luther King, Jr. Medical Campus Signage Refurbishment Project	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$2,600,000	Funding source: Capital Project No. 8A165
	TERMS (if applicable):	
	Explanation: Board approval of the enclosed Fiscal Year 2025-26 appropriation adjustment (Enclosure B) will enable the utilization of \$2,600,000 obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs as follows: \$2,382,000 to fully fund Phase I and Phase II of the proposed Martin Luther King, Jr. Medical Campus Signage Refurbishment Project, Capital Project No. 8A165, and \$218,000 to reimburse the Project and Facility Development (PFD) Budget Unit for the previously expended predevelopment costs. There is no net County cost impact.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommendations will find the Martin Luther King, Jr. Medical Campus Signage Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A165, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed project will refurbish and recondition the existing campus signage and wayfinding system throughout the MLK Medical Campus to restore visibility, accessibility, and overall functionality. The campus has an established network of identification, directional, parking, and informational signage for vehicles and pedestrians, portions of which have deteriorated over time and no longer meet current standards. A total of 65 existing wall-mounted and pedestal-mounted signs will be refurbished or replaced as needed to restore legibility and proper function.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Paige Bruyn, P&PM Section Manager, (323) 267-3196, pbruyn@isd.lacounty.gov	



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**MICHAEL OWH**  
Director

Telephone: (323) 267-2101  
FAX: (323) 264-7135

*Speed. Reliability. Value.*

May 19, 2026

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

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS SIGNAGE REFURBISHMENT PROJECT  
CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A165  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
FISCAL YEAR 2025-26  
(SUPERVISORIAL DISTRICT 2)  
(4-VOTES)**

**SUBJECT**

Approval of the recommendations will find the Martin Luther King, Jr. Medical Campus Signage Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A165, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Martin Luther King, Jr. Medical Campus Signage Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Martin Luther King, Jr. Medical Campus Signage Refurbishment Project, Capital Project No. 8A165 with a total project budget of \$2,600,000.
3. Approve an appropriation adjustment to transfer \$2,600,000 from the use of obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs, as follows:

\$2,412,000 to the Martin Luther King, Jr. Medical Campus Signage Refurbishment Project, Capital Project No. 8A165, and \$188,000 to the Project and Facility Development Budget unit for reimbursement of predevelopment costs.

4. Authorize the Director of the Internal Services Department, or designee, to deliver the proposed Martin Luther King, Jr. Medical Campus Signage Refurbishment Project using a Board-approved Job Order Contract.

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

The proposed Martin Luther King, Jr. (MLK) Medical Campus Signage Refurbishment Project (Project) will refurbish existing signage at the MLK Medical Campus located 1670 East 120<sup>th</sup> St. Los Angeles, CA.

The proposed refurbishment work involves restoring and reconditioning the existing campus signage and wayfinding system throughout the MLK Medical Campus to maintain visibility, accessibility, and compliance with current standards. The campus currently has an established signage network that provides identification, directional, parking, and informational guidance for vehicles and pedestrians. Over time, many of these signs have deteriorated or no longer meet current visibility and accessibility standards. The existing signage network, which includes campus identification, vehicular and pedestrian directional, parking, and informational signage, would be refurbished or replaced in-kind as needed to restore legibility and function. In total, 65 existing signs will be addressed, including wall-mounted and pedestal-mounted signage.

To maintain consistent navigation and campus identity, the proposed refurbishment would address two primary and three secondary campus identification signs, departmental entry signs, and a combination of primary, secondary, and tertiary directional signs for both vehicles and pedestrians. Parking signage, including identification for primary and secondary lots, and overhead informational signage would also be restored or replaced where required. Work at the Urgent Care entrance would include repainting with a high-contrast green color to restore visibility and user recognition consistent with the existing design intent. Select signage will incorporate lighting components to maintain functionality and compliance with accessibility standards.

Due to funding constraints, the proposed project will be completed in three phases. Phases I and Phase II would address a total of 41 existing signs identified as critical and supportive components of the established wayfinding network, including monument, vehicle, parking, and pedestrian signage. These signs were identified as essential to restoring the effectiveness of the existing system. Phase III would address remaining non-critical signage when additional funding becomes available or through work completed by the MLK Sign Shop.

The estimated project duration is approximately 11 months which includes construction and project closeout.

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

These recommendations support the County Strategic Plan: North Star 3: Realize Tomorrow's Government Today, Focus Area Goal G: Internal Controls and Processes, Strategy ii. Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

### **FISCAL IMPACT/FINANCING**

The total cost for Phase I and Phase II of the proposed Project is currently estimated at \$2,600,000, which includes design, construction, change order allowance, inspection/testing, Civic Art allowance, and Internal Services Department (ISD) County services (Enclosure A).

Board approval of the enclosed Fiscal Year 2025-26 appropriation adjustment (Enclosure B) will enable the utilization of \$2,600,000 from the use of obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs as follows: \$2,412,000 to fully fund Phase I and Phase II of the proposed Martin Luther King, Jr. Medical Campus Signage Refurbishment Project, Capital Project No. 8A165, and \$188,000 to reimburse the Project and Facility Development (PFD) Budget Unit for the previously expended predevelopment costs. There is no net County cost impact associated with the recommended actions.

### **Operating Budget Impact**

The proposed scope of work consists of repairs and remodeling made to an existing space. Therefore, if approved, ISD and the Department of Health Services (DHS) do not anticipate any one-time start-up or additional ongoing costs as a result of the completion of the proposed project.

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

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project will have a mandatory hiring requirement of at least thirty percent (30%) Local Workers and 10 percent (10%) Targeted Workers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs for the Civic Art Allocation, which is estimated at \$19,000, and are restricted American Rescue Plan-Enabled funds to be allocated to Civic Art at the site, or returned to the project if an art project cannot be completed at the site within the performance period.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The scope of work consists of refurbishments made to existing signage. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(d), 15303, and Section 15311(a) of the State CEQA Guidelines and Classes 1(c), 3, and 11(d) of the County's Environmental Document Reporting

Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and the placement of on-premise signs.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of 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**

The proposed Project will be delivered using an ISD Board-approved Job Order Contract (JOC) for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program participants for employment openings, and compliance with the Safely Surrendered Baby Law.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this proposed Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the proposed project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively procured construction contract, such as a JOC, not by County employees, due to the "Force Account" limitations set forth in the Public Contract Code.

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

Approval of the recommended actions will have no impact on current County services or projects. The MLK Medical Campus facility will remain open during construction and the contractor will be required to phase and coordinate construction activities with the County to minimize disruption of public access and operations at the facility.

**CONCLUSION**

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and DHS.

Respectfully submitted,

Michael Owh  
Director

MO:QH:ME:kc

Enclosures

C: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Arts and Culture (Civic Art Division)  
Department of Health Services

DRAFT

**PROJECT INFORMATION SHEET  
SCHEDULE AND BUDGET SUMMARY**

<b>PROJECT :</b>	<b>DHS MLK Campus Signage Refurb</b>
<b>CAPITAL PROJECT NO. :</b>	<b>8A165</b>

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Duration</b>	<b>Scheduled Completion Date</b>
Complete Construction Documents	2 months following Board approval	July 2026
Jurisdictional Approval	5 months following Board approval	October 2026
Award Construction Contract	5 months following Board approval	October 2026
Substantial Completion	15 months following Board approval	August 2027
Project Acceptance	16 months following Board approval	September 2027

**II. BUDGET SUMMARY**

<b>Budget Category</b>	<b>Proposed Budget</b>
Construction	
Construction	\$ 1,639,000.00
Change Orders (Contingency)	\$ 100,000.00
<b>Subtotal</b>	\$ 1,739,000.00
Civic Art	\$ 19,000.00
Plans and Specifications	\$ 221,000.00
Jurisdictional Review/Plan Check/Permits	\$ 71,000.00
Project Management	\$ 78,000.00
Overhead	\$ 472,000.00
<b>Total Project Budget</b>	<b>\$ 2,600,000.00</b>

May 19, 2026

COUNTY OF LOS ANGELES

### REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**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	
<b>GENERAL FUND</b>		HEALTH SERVICES	
A01-304Q		<b>MLK JR. MEDICAL CAMPUS SIGNAGE REFURBISHMENT</b>	
COMMITTED FOR AMERICAN RESCUE PLAN-ENABLED CAPITAL PROGRAMS		A01-CP-6014-65036-8A165	
<b>DECREASE OBLIGATED FUND BALANCE</b>	<b>2,600,000</b>	CAPITAL ASSETS - B & I	
		<b>INCREASE APPROPRIATION</b>	<b>2,412,000</b>
		PROJECT AND FACILITY DEVELOPMENT	
		A01-CF-2000-10190	
		SERVICES & SUPPLIES	
		<b>INCREASE APPROPRIATION</b>	<b>188,000</b>
<b>SOURCES TOTAL</b>		<b>USES TOTAL</b>	
	<b>\$ 2,600,000</b>		<b>\$ 2,600,000</b>

**JUSTIFICATION**

Reflects the use of \$2,600,000 obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs as follows: \$2,412,000 to the Martin Luther King, Jr. Medical Campus Signage Refurbishment Project, Capital Project No. 8A165, and \$188,000 to the Project and Facility Development Budget unit for reimbursement of predevelopment costs.

**AUTHORIZED SIGNATURE**

JAMES YUN, MANAGER, CEO

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 \_\_\_\_\_