ATTACHMENT I

CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES

AND

CONTRACTOR

DEPARTMENT OF MENTAL HEALTH

24-HOUR RESIDENTIAL TREATMENT CONTRACT

FOR CRISIS RESIDENTIAL TREATMENT PROGRAM

AT RESTORATIVE CARE VILLAGE

MH _____
Contract 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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DEPARTMENT OF MENTAL HEALTH
24-HOUR RESIDENTIAL TREATMENT CONTRACT

This CONTRACT is made and entered into this XX day of XXXX, 2023, by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor". Contractor is located at_____.

RECITALS

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

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

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

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

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

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

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunity and Responsibility to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United

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

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

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

1 APPLICABLE DOCUMENTS

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

1.2 Exhibit A - Financial Exhibit (Financial Provisions)

1.2.1. Exhibit A-1 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements

1.3 Exhibit B - Financial Summary(ies)

1.4 Exhibit C - Statement(s) of Work/ Service Exhibit(s) List

1.5 Exhibit U – Attestation Regarding Information Security Requirements

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

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

2 DEFINITIONS/HEADINGS

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

3 WORK

3.1 **Work Requirements of the Contractor:** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein and in the SOW/SEs.

3.2 **Non-Claimable Services:** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract or in the SOW/SEs, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.3 **Description of Services/Activities**

3.3.1 Contractor shall provide those mental health services identified on the Financial Summary and Service Exhibit(s) attached to this Contract and as described in the Contractor's SDP for this Contract, as approved in writing by the Director. The quality of services provided by Contractor shall be the

same regardless of the patient's/client's ability to pay or source of payment.

3.3.2 Contractor shall deliver services to new patients/clients to the extent that funding is provided by County. Where Contractor determines that services to new patients/clients can no longer be delivered, Contractor shall provide 30 calendar days' prior notice to County. Contractor shall also thereafter make referrals of new patients/clients to County or other appropriate agencies.

3.3.3 Contractor shall 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 shall not be responsible for continuing services for those patients/clients linked to that funding but shall make referrals of those patients/clients to County or other appropriate agencies.

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

3.3.5 Contractor shall not be eligible to provide mental health services claimable under the MHSA unless Contractor has been found to be eligible to provide mental health services as follows: (1) Contractor has submitted to the County a Statement of Qualifications (SOQ) in response to County's RFSQ for the provision of such services; Contractor has met the minimum qualifications listed in the RFSQ and has been selected for recommendation for placement on a MHSA Master Contract eligibility list; and Contractor has demonstrated experience and training in its specialized field and has been selected to provide MHSA services pursuant to a solicitation process approved by County, or (2) Contractor intends to transform a portion of its services to MHSA services, and Contractor has submitted a mid-year change to the SDP outlining the planned transformation and County has approved Contractor to provide MHSA services through the

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

3.4 Maintenance Standards for Service Delivery Sites

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

3.5 Nondiscrimination in Services

3.5.1 Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation, physical disability, mental health condition(s), or medical condition(s) (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 3.5.1, discrimination in the provision of services includes, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition

which persons must meet in order to be provided any service or benefit. Contractor shall 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, race, religion, national origin, ancestry, language, gender, age, marital status, sexual orientation, physical disability, mental health condition(s), or medical condition(s).

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

3.5.3 If direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall 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 shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in each of Contractor's facilities where services are provided under this Contract in a conspicuous place, available and open to the public.

3.6 Patients'/Clients' Rights

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

3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements

3.7.1 Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall 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 shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

3.7.2 Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall 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, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

3.7.3 Contractor Staff:

3.7.3.1 Contractor shall 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, shall sign, on a

form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

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

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

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

3.8 Staffing

3.8.1 Throughout the term of this Contract, Contractor shall staff its operations so that staffing approximates the type and number indicated in Contractor's SDP for this Contract and as required by WIC and CCR.

3.8.1.1 Staff providing services under this Contract shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5751.2 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, California Department of Mental Health (CDMH) Policy Letters, DHCS Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.

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

3.8.1.3 At all times during the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Contract.

3.9 Staff Training and Supervision

3.9.1 Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student, and clinical volunteer personnel shall participate.

3.9.2 Contractor shall institute and maintain appropriate supervision of all persons providing services under this Contract with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy.

3.9.3 Contractor shall provide mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

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

3.10 Program Supervision, Monitoring and Review

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

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

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

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

3.11 Reports

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

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

(1) A copy of Contractor's federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

(2) A copy of a receipt for, or other proof of payment of, each employee's federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

3.11.3 County Claims Processing Information System:

(1) Notwithstanding any other provision of this Contract, only units of service submitted by Contractor into the County's claims processing information system shall be counted as delivered units of service.

(2) Notwithstanding any other provision of this Contract, the only units of service which shall be considered valid and reimbursable at Annual Cost Report Reconciliation and Settlement, Cost Report Audit Settlement, or at any other time shall 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 shall be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor

when submitting the claim into the County's claims processing information system.

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

4 TERM OF CONTRACT

4.1 TERM:

4.1.1 Initial Period: The Initial Period of this Contract shall commence on XXXX, 2023 and shall continue in full force and effect through June 30, 2024.

4.1.2 Optional Extension Period(s): This Contract may be extended for two additional optional periods unless either party desires to terminate the Contract in accordance with paragraph 8.42 (Termination for Convenience) at the end of either the Initial Period or any of the subsequent Optional Extension Periods.

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

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

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

4.1.4 The Contractor shall notify DMH when this Contract is within six months of the expiration of the term as provided for above. Upon occurrence of this event, the Contractor shall send written notification to the DMH at the address provided in Exhibit E - County's Administration.

5 FINANCIAL PROVISIONS

5.1 **Reimbursement:** In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Exhibit A (FINANCIAL PROVISIONS) attached hereto and incorporated by reference.

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

5.2.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.2.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.2.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DMH shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Department of Mental Health Administration

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

6.2 Director of Mental Health

6.2.1 The role of the Director

6.2.1.1 The Director shall 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 shall be made by the Director unless otherwise expressly provided.

6.2.1.2 The Director may designate one or more persons to act as his designee for the purposes of administering this Contract. Therefore "Director" shall mean "Director and/or his designee."

6.2.1.3 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 Contract Monitoring Manager

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

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

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

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

6.4 Contract Lead

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Contract Manager

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

7.2.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Contract Monitoring Manager or County's Contract Lead on an as needed basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.

7.4 Contractor's Staff Identification

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

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

request.

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

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

7.5 Background and Security Investigations

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

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

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall 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 shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

7.6.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

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

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

7.6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G-1.

7.6.6 Contractor shall require all Contractor employees and non-employees; including sub-contractors performing services under this Contract to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibits G-2 and G-3. Such Acknowledgments shall be executed by each such employee and non-employee, including sub-contractors on or immediately after the commencement date of this Contract but in no event later than the date such employee first performs services under this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Financial Summary, maximum contract amount, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared by DMH and executed by the Contractor and by the DMH Director or designee.

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

8.1.3 The DMH Director or designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall 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 shall be prepared by DMH and executed by the Contractor and by DMH Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall 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 shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Complaints

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

8.5.2 Complaint Procedures

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

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

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within 30 business days for County approval.

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

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Monitoring Manager of the status of the investigation within 10 business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such federal, State, or local laws, rules, regulations, ordinances, Americans with Disability Act (ADA) standards, directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Contract are hereby incorporated by reference.

8.6.4 Contractor shall be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Contract with the County.

8.6.5 Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

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

8.6.7 Licenses, Permits, Registrations, and Certificates

8.6.7.1 Contractor shall 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 shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall 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 shall be retained and current updates of such documents shall be maintained, and made available upon request, not to exceed three business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention.

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

8.6.7.3 Contractor shall ensure that any independent Contractors (i.e., individuals who are not employees but who are contracted by Contractor to perform services hereunder) who prescribe medications, in addition to obtaining and maintaining all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder, are credentialed by DMH and maintain such credentialing in effect during the term of this Contract.

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

8.6.8 Unlawful Solicitation

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

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 **Jury Service Program:**

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

8.8.2 **Written Employee Jury Service Policy**

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

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall 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 shall immediately implement a written policy consistent with the Jury Service Program. The

County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall 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 shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

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

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

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

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

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

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

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

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

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

Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur

consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15.1 Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Contract.

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

8.15.3 The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competence Plan. Contractor shall ensure that 100% of Contractor's staff, including clerical/support, administrative/management, clinical, subcontractors, and independent contractors receive **annual** cultural competence training.

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

Contractor shall complete and submit an attestation of annual cultural competence training completed by 100% of staff to the Ethnic Services Manager (psbcc@dmh.lacounty.gov) by March 23rd of every Calendar Year.

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

practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past 12 months to meet annual reporting requirements. This information needs to be entered and updated in the Network Adequacy: Provider and Practitioner Administration application (https://lacdmhnact.dynamics365portals.us/) based on each practitioner specifying the hours of cultural competence training completed.

8.15.4 The Contractor's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 401.03.

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

8.15.6 The Contractor shall not discriminate in the selection, retention, reimbursement, or indemnification of any provider proposing to act within the scope of work of his/her license or certification, under applicable State law, on the basis of that license or certification. For disciplines allowed to provide specific Specialty Mental Health Services, Contractor should refer to the Guide to Procedure Codes available at https://dmh.lacounty.gov/qa/qama/ for inclusions and limitations.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall 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 performing in-kind services as referenced in Exhibit A, FINANCIAL PROVISIONS, Section T. PAYMENTS BY CONTRACTOR TO COUNTY. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County for such repairs, as determined by County, shall 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 shall 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 shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall 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 shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, and other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall 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 shall 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 shall 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 shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall 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 shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

8.23.1 The Contractor shall 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 shall 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**

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

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

8.24.2.3 Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

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

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

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

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

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

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall 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 shall 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 shall 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 shall provide County with, or Contractor's insurance policies shall contain a provision that County shall 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 shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall 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 shall 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 Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall 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 shall 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 shall 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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies shall 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 shall 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 shall 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days' advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million

aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 **Professional Liability-Errors and Omissions**

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

8.25.4.3 **Cyber Liability Insurance**

The Contractor shall 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 shall 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, shall not be construed as a limitation upon the Contractor's liability or as full performance of its

indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Intentionally Omitted

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age (over 40), marital status, physical disability (including HIV and AIDS), or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, gender, sexual orientation, language, age (over 40), marital status, physical disability (including HIV and AIDS) or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran with a disability or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, language, gender, age (over 40), marital status, sexual orientation, physical disability (including HIV and AIDS), 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 shall 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, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall 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 shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall 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 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall 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 shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three

business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Contract Lead and/or County's Monitoring Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Lead or County's Monitoring Manager is not able to resolve the dispute, the Director or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees and shall require each Subcontractor a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract and is available on the internet at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered, sent first class mail or sent via electronic mail addressed to the Parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Contractor's headquarters addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or designee shall have the authority to execute all notices or demands required or

permitted by the County under this Contract, including but not limited to:

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

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

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Contractor acknowledges that the County is a public "local entity" subject to the California Public Records Act, Government Code section 6250 et seq. Any documents submitted by the Contractor and all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Upon receipt of a Public Records Act request, County will use reasonable efforts to notify Contractor prior to disclosing any sensitive Contractor information provided to County in connection with this Contract. To the extent reasonably practicable, County will give Contractor the opportunity to identify exemptions from disclosure for any Contractor documents included in records responsive to a Public Records Act request. Notwithstanding anything to the contrary contained in this Contract, nothing in this Contract is intended to supersede, modify or diminish in any respect whosoever any of the County's rights, obligations, and defenses under the Public Records Act, nor will the County be held liability for any disclosure of records, including information that the County determines in its sole discretion is a public records subject to disclosures under the Public Records Act.

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

8.37 Publicity

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

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Monitoring Manager. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records, employment records and other records relating to its performance of this Contract. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.3 Direct Services and Indirect Services Records: Contractor shall 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 shall be retained, maintained, and made available within three business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention. In addition to the general requirements in this Paragraph 8.38, Contractor shall comply with any additional patient/client record requirements described in the SOW/SEs and shall adequately document the delivery of all services described in the SOW/SEs.

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

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

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

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

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

8.38.3.1.5 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Nothing in this paragraph shall limit Contractor's obligation to retain records for the period described by law.

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

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

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

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

8.38.3.2.4 During such retention period, all such records shall 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 shall limit Contractor's

obligation to retain records for the period described by law.

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

8.38.4.1 Books of original entry and a general ledger.

8.38.4.2 Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the OMB Uniform Guidance, Subpart E: Cost Principles.

8.38.4.3 Bronzan-McCorquodale/County statistics and total facility utilization information (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Contractor.

8.38.4.4 A listing of all County remittances received.

8.38.4.5 Patient/client financial folders clearly documenting:

8.38.4.5.1 Contractor's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third party payer coverage; and

8.38.4.5.2 Contractor's reasonable efforts to collect charges from the patient/client,

his/her responsible relatives, and any other third party payer

8.38.4.5.3 Patient/client financial folders must include a patient/client ledger card indicating the type of services provided and the amount of charges incurred for services received and the payments by source and service type.

8.38.4.5.4 Patient/client financial folder shall include the patient/client's employment records.

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

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

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

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

8.38.4.6.4 During such retention period, all such records shall 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 shall include access to individuals with knowledge of financial records and Contractor's outside auditors, and regular and special reports from Contractor.

8.38.5 Preservation of Records: If, following termination of this Contract, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within 48 hours of closure or ownership change, Director and Director of DHCS shall be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 8.38.

8.38.6 Audits:

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

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

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

8.38.6.4 California DHCS Access to Records: Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, ten (10) years after final audit is completed including appeals, or ten (10) years after termination of this Agreement, whichever occurs later, Contractor shall maintain and make available to the DHCS, the Secretary of the United States Department of Health and Human Services (HHS), or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.38.6.5 Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section

1861(v)(1)(I) of the Social Security Act (42 USC Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, ten (10) years after final audit is completed including appeals, or ten (10) years after termination of this Contract, whichever, is later, Contractor shall maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontractor shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

8.40.2.1 The reasons for the particular subcontract.

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

8.40.2.3 Identification of the proposed subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

8.40.8 The Contractor shall 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 shall ensure delivery of all such documents to:

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

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90

calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report in accordance with the terms of the Financial Exhibit A.

8.42.2.2 Upon issuance of any notice of termination, Contractor shall 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 shall 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 shall not be a charge to this Contract nor reimbursable in any way under this Contract.

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

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, strikes, freight

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

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

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

8.44 Termination for Improper Consideration

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

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper

consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

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

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall 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 shall constitute a material breach of this Contract, upon which the County

may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

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

8.48.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.53 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall 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 shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.49 Time Off for Voting

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

8.50 Validity

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

8.51 Waiver

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

8.52 Warranty Against Contingent Fees

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

8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

Proposers, contractors, subsidiaries, or subcontractors are prohibited from submitting a bid or proposal in a County solicitation

if they have provided advice or consultation for the solicitation. A proposer, contractor, subsidiary, or subcontractor is also prohibited from submitting a bid or proposal in a County solicitation if the proposer, contractor, subsidiary, or subcontractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the contractor, proposer, subsidiary, or subcontractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

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

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

https://library.municode.com/ca/la_county__bos/codes/board_policy

8.57.3 No contractor, subsidiary, subcontractor, or proposer that assisted in the development of solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the contractor, proposer, subsidiary, or subcontractor under this Contract. As this prohibition applies to subcontractors of the Contractor, the Contractor shall notify any subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the contractor, proposer, subsidiary, or subcontractor to the Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Contract.

8.57.4 The policy is not applicable to a proposer, contractor, subsidiary, or subcontractor that has participated in a County released Request for Information process.

8.58 COVID-19 Vaccinations of County Contractor Personnel

8.58.1 At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.58.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTec or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.58.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to the County before the start of work under this Contract that its Contract Personnel are in

compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by County.

8.58.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely religious reason, Contractor must also maintain records of the Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation, or order.
2. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Exhibit V (COVID-19 Vaccination Certification of Compliance) is a required part of any Contract with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Third Party Beneficiaries

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

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

9.2.1 The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH), and applicable State law. Contractor understands and agrees that, as a provider of mental health services, it is a *"Covered Entity"* under HIPAA HITECH and, as such, has obligations under federal and State laws with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA HITECH and applicable State laws.

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

9.2.3 Contractor and County understand and agree that each is independently responsible for compliance under HIPAA HITECH and applicable State laws compliance and agree to take all necessary and reasonable actions to comply with the

requirements of HIPAA and HITECH and applicable State laws and implementing regulations related to transactions and code sets, privacy, and security.

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

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

(1) County has a Guide to Procedure Codes available at https://dmh.lacounty.gov/qa/qama/ which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(2) County has electronic Data Interchange (EDI) Contract forms available at https://dmh.lacounty.gov/pc/cp/iefsaf/ and https://dmh.lacounty.gov/pc/cp/ti/ which include information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System (IBHIS).

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

(3) As County defines requirements for each transaction and determines the method by which each transaction is to be exchanged between Contractor and County, County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined interface through County's release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined interface is required in accordance with the schedule below and in accordance with County's estimate of the effort required to

implement each newly defined interface, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Contractor.

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

(a) 120 days for new interface requiring major development and testing;

(b) 90 days for new interfaces requiring moderate development and testing; and

(c) 60 days for new interfaces requiring minimal development and testing.

(4) Contractor acknowledges that County may modify interfaces requirements as deemed needed by County. County shall notify Contractor of the effective dates(s) by which Contractor shall be required to comply with each modified interface in accordance with County's revised requirements through County's release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each modified interface is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each revised interface, unless earlier effective dates(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Contractor.

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

(a) 90 days for existing interfaces requiring major development and testing;

(b) 60 days for existing interfaces that requiring moderate development and testing; and

(c) 30 days for existing interfaces requiring minimal development and testing.

(5) Contractor agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effective date(s) specified by County.

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

9.2.6 Contractor understands that County operates an informational website https://dmh.lacounty.gov/our-services/consumer-and-family-affairs/privacy/ related to the services under this Contract and the Parties' HIPAA obligations and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

9.2.7 Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

9.2.8 Contractor acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.

9.2.9 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall 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 shall

have 30 days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

9.3 Contractor Protection of Electronic County Information

9.3.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 "Contractor Protection of Electronic County Information" provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN. The policy was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

9.3.2 Contractor shall sign Exhibit U (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" and acknowledge that it is the responsibility of the Contractor to access the following link: https://dmh.lacounty.gov/contract-exhibits for Information Security documents **annually and/or upon notification by DMH of updated Information Security documents.** Contractor must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the security and privacy standards set forth in Exhibit Q, Information Security and Privacy Requirements for Contracts and submit required Exhibit R, DMH Contractor's Compliance with Information Security Requirements Exhibit annually. Security and privacy requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

9.3.3 Contractor must ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Protected Health Information, acknowledge and sign, Exhibit S - "Confidentiality Oath (Non-

DMH Workforce Members)". In addition, Contractor shall submit Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE) annually**.** Contractor must access the following link: https://dmh.lacounty.gov/contract-exhibits for Information Security documents **annually and/or upon notification by DMH of updated Information Security document as stated in Exhibit U (Attestation Regarding Information Security Requirements)**. Contractor must maintain and make available upon request by representatives

9.4 Technology Requirements

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

9.4.2 Contractor shall ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually. The Electronic Signature Agreement shall be substantially similar to the sample available at:

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf

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

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

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-

ElectronicSignaturesandElectronicallySignedRecords.pdf

9.5 Contractor's Charitable Activities Compliance

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

9.6 Data Destruction

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

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

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

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

and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (LSBE) Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.7.2 The Contractor shall 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 shall 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, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the

Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract award.

9.8 Social Enterprise (SE) Preference Program

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

9.8.2 Contractor shall 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 shall 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 shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for

certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Contractor shall 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 shall 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 shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and

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

Notwithstanding any other remedies in this Contract, the above penalties shall also apply to any business that has

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

9.10 Air or Water Pollution Requirements: Unless specifically exempted under federal law, any federally funded contract and/or any subcontract in excess of $100,000 must comply with the following provisions:

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

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

9.11 Contractor's Exclusion From Participation In A Federally Funded Program

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

programs including but not limited to Medicare and Healthy Families.

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

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

9.11.4 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

9.11.5 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or

its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Exhibit K (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 9.11.

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

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

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

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

9.13 Restrictions On Lobbying

9.13.1 If any federal funds are to be used to pay for any of Contractor's services under this Contract, Contractor shall 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 shall ensure that each of its subcontractors receiving funds under this Contract also fully complies with all such certification and disclosure requirements.

9.14 Disclosures

9.14.1 Disclosure of five (5) percent or More Ownership Interest: Pursuant to 42 CFR section 455.104, Contractor shall submit the disclosures below to County regarding ownership and control. Contractor shall provide the certification set forth in Exhibit P (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.14. Contractor must submit updated disclosures (Exhibit P) to County before entering into Contract, and within 35 days after any change in the Contractor's ownership or upon request by the County. Contractor shall send all the disclosures to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(a) Disclosures to be provided:

i. The name and address of any person (individual or corporation) with an ownership of control interest in the Contractor's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

ii. Date of birth and Social Security Number (in the case of an individual);

iii. Other tax identification number (in the case of corporation with a five percent or more

ownership or control interest in Contractors' business);

iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's business is related to another person with ownership or control in the Contractor's business such as a spouse, parent, child, or sibling;

v. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and

vi. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor.

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

(a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

(b) Any significant business transactions between the Contractor and any subcontractor during the five (5) year period ending on the date of the request.

9.14.3 Disclosure Related to Persons Convicted of Crimes: Contractor shall 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 shall supply the disclosures before entering into the Contract and at any time upon County's request.

(d) Contractor's subcontractors, if any, shall submit the same disclosures to the Contractor regarding the subcontractors' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Subcontractors shall supply the disclosures before entering into a Contract and at any time upon County's request.

9.15 Certification of Drug-Free Work Place

9.15.1 Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall 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, shall notify Director, or designee, in writing.

9.16 Purchases

9.16.1 Purchase Practices: Contractor shall 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 shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

9.16.2 Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives,

County shall 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 shall 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, shall attach identifying labels on all such property indicating the proprietary interest of County.

9.16.3 Inventory Records, Controls and Reports: Contractor shall 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 shall 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 shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five (5) business days after the expiration or termination of the Contract, Contractor shall submit to County six (6) copies of the same inventory report updated to the expiration or termination date of the Contract, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

9.16.4 Protection of Property in Contractor's Custody: Contractor shall 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 shall 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 shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

9.16.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or termination of this Contract, or at any other time that County may request, Contractor shall: (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 shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

9.17 Real and Personal Property

Unless prohibited by the Director, Contractor shall be permitted to use such real and personal property of County as necessary in fulfilling its obligations hereunder at no additional cost to Contractor.

Notwithstanding any other provision of this Contract, County is only obligated to provide space and all utilities (gas, electricity, and water) for nonclinical services, such as offices, or testing facilities for purposes of providing Services under this Contract as determined by County in its reasonable discretion. County shall determine what space is available to Contractor Personnel for such purposes and may make such space available on a nonexclusive basis.

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa
Deputy County Counsel

EXHIBIT A

FINANCIAL EXHIBIT

(FINANCIAL PROVISIONS)

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ATTACHMENTS

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

EXHIBIT A
FINANCIAL EXHIBIT
(FINANCIAL PROVISIONS)

A. GENERAL

(1) The County shall pay Contractor in arrears for eligible services provided under the Department of Mental Health (DMH) 24-Hour Residential Treatment Contract (Contract) and in accordance with the terms of this Financial Exhibit A (FINANCIAL PROVISIONS) up to the amounts identified for each Funded Program as shown in Exhibit B, the Financial Summary, and as otherwise may be limited under the DMH 24-Hour Residential Treatment Contract and the exhibits thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS) and Exhibit B, the Financial Summary.

(a) For purposes of the Contract, a "Funded Program" is a set of services and/or activities (including invoiced services and activities) paid through a particular funding source for the benefit of a specific beneficiary group or program (e.g., Medi-Cal or Non-Medi-Cal) as identified on a row of the Financial Summary.

(b) For purposes of the Contract, the "Funded Program Amount" is the amount identified in the last column of Exhibit B, the Financial Summary, for each Funded Program.

(c) For purposes of the Contract, "Non-Medi-Cal" includes funding for services not eligible for reimbursement under the State Medi-Cal programs.

(d) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in Exhibit B, the Financial Summary is/are provided based on Contractor's ability to provide specific services and/or serve specific populations, which may include but are not limited to, Medi-Cal beneficiaries eligible under Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children's Health Insurance Program (MCHIP); Title XIX Short-Doyle/Medi-Cal (SD/MC) Program for low-income individuals who are age 65 or older, blind, disabled, or members of families with dependent children or qualified pregnant women or children; Senate Bill (SB) 75; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as set forth in the Service Delivery Plan. Therefore, Contractor shall ensure access and provision of a full array of Specialty Mental Health Services (SMHS) to all eligible beneficiaries based on client needs, as set forth in the applicable

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

(2) The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.

(3) In order to reduce County costs, the Contractor shall comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which shall be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor shall ensure that, to the extent a recipient of services under the Contract is eligible for coverage under Medi-Cal or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible beneficiary are billed appropriately.

(a) To the extent that the County determines Contractor has improperly billed for services to a particular Funded Program, County, in its discretion, may disallow payment of said services and/or may make corrective accounting entries to post the payment of the said services to the appropriate Funded Program and/or require Contractor to void said claimed services and/or replace/resubmit said services for payment from the correct Funded Program, if applicable.

B. REIMBURSEMENT FOR INITIAL PERIOD

(1) The Maximum Contract Amount (MCA) for the Initial Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ _____ DOLLARS ($_____) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

C. REIMBURSEMENT IF CONTRACT IS RENEWED

(1) Reimbursement For First Optional Extension Period : The MCA for the First Optional Extension Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ _____ DOLLARS ($_____ _____) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

(2) Reimbursement For Second Optional Extension Period: The MCA for the Second Optional Extension Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ DOLLARS ($_____) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

D. REIMBURSEMENT BASIS

(1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system or through an invoice process, and except as further limited elsewhere in the Contract, Contractor will utilize fixed rates, specified in the rate schedule published annually, except as may be provided under Subparagraph (D) (3) of this Exhibit A (FINANCIAL PROVISIONS) and Paragraph L (PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, AND THIRD PARTY REVENUES). In addition, specialized rates may be provided via DMH communication, as applicable.

(2) Reimbursement of Other Costs and Direct Charges: Certain Funded Programs may provide for and allow Contractor to submit requests for reimbursement to the County for specific expenses that cannot be claimed through the County's claims processing information system. These expenses shall be referred to as a "Direct Charge." Such reimbursement shall be based on actual costs plus an indirect cost rate, if applicable, expressed as a percentage of actual costs, which shall be reviewed and approved in advance by the County. To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan is required to be submitted to DMH for review and approval.

(a) Startup Costs: During the initial year that the contract is in effect, the MCA, as identified in Paragraph B (REIMBURSEMENT FOR INITIAL PERIOD), may include startup costs for a period not to exceed *[## of months]*. Startup costs are those necessary to plan, prepare for, and assume operation of the eligible Crisis Residential Treatment Program services, specified in the Contract. The startup costs must be reasonable and allowable, and will only be provided to Contractor on a one-time basis, subject to Director's review and approval. Once Contractor begins providing eligible direct services, startup cost is no longer available and reimbursement is based on claims for eligible mental health services.

(3) Unique Funded Program: To the extent that the Contract includes a Funded Program which has billing and payment requirements that are not consistent with the provisions of this Paragraph D (REIMBURSEMENT BASIS), the

special billing and payment requirements shall be set forth in an amendment or other written form of addenda to this Financial Exhibit A (FINANCIAL PROVISIONS), Statement(s) of Work, and/or Service Exhibit(S) memorializing the specific billing and payment requirement which shall be signed by Contractor and Director.

E. BILLING PROCEDURES

(1) If Title XIX SD/MC services, and/or Title XXI MCHIP services are provided under the Contract, Contractor hereby agrees and understands that County DMH is the Mental Health Plan and as such shall act on the Contractor's behalf with DHCS in regard to State claiming and reimbursement purposes.

(2) Claims Certification and Program Integrity:

(a) Contractor hereby certifies that all units of service entered by Contractor into the County's claims processing information system and/or claims for actual costs submitted as Direct Charges to County for any Funded Program covered by the Contract are true and accurate to the best of Contractor's knowledge.

(b) Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX SD/MC and Title XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A–1 to this Exhibit A) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX SD/MC and/or Title XXI MCHIP claims.

(3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX SD/MC and Title XXI MCHIP, shall be entered into the County's claims processing information system within 30 calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph E (BILLING PROCEDURES).

(a) Contractor must submit claims within 30 calendar days as specified above unless there is a reasonable justification, in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX SD/MC or under Title XXI MCHIP, within six months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; (ii) replacement claims for services under Title XIX SD/MC or under Title XXI MCHIP within nine months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (iii) any Non-Medi-Cal claims within eight months after the end of

the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

(b) Notwithstanding Subparagraphs (3) (a) of this Paragraph E (BILLING PROCEDURES), for Title XIX SD/MC and Title XXI MCHIP claims, good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.

(c) In the event the State or federal government or any funding source agency denies any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor shall not seek or retain payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims, including those denied claims that were submitted outside the period of time specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES), except any claims which are denied due to the fault of the County. Any controversy or dispute arising from the denial of claims from the State, federal government, or other agencies shall be handled by Contractor in accordance with the applicable State, federal, or other agency's administrative appeal process.

(d) Contractor shall, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES). In the event Contractor is not able to make timely submission into the County's claims processing information system due to no fault on the part of Contractor, such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification shall be pursuant to the DMH 24-Hour Residential Treatment Contract, Subparagraph 8.34 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.

i. Contractor shall be responsible for ensuring all response files (e.g., Health Care Claim Status Response/277 Claim Acknowledgment File, TA1, 999, and 835 files) are received, reviewed, and dispositioned within the time frame(s) established by DMH CIOB.

(e) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the submission by Contractor of claiming information into the County's claims processing information

system, and County, if appropriate, will waive the requirement of Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor shall enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

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

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

(4) For mental health services claimed and billed through an invoice process, Contractor shall, no later than the 15th of each month following the service month, submit an invoice to the County for patient days approved in writing by the County. Said invoice shall be in a form as specified by the County, and will include an itemized accounting of all charges for each patient day. Invoices shall be submitted to the persons and at the address identified in Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Contractor acknowledges County is transitioning to an electronic claiming system and may need to submit claims electronically for timely payment.

(5) Direct Charges: Contractor shall submit invoices for Direct Charges within 45 calendar days of the end of the month in which the eligible expense was incurred or accrued, unless otherwise required to comply with grant and/or funding source requirement, in which case, DMH will provide written notification to Contractor. Contractor shall assign a unique invoice number to each invoice. Such invoice shall be in the form and include the content

specified by County for each Funded Program. Invoices shall be submitted pursuant to Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Failure to comply with the terms specified in Subparagraph (5) of this Paragraph E (BILLING PROCEDURES) may result in non-payment of said invoice.

F. COUNTY PAYMENT FOR SERVICES RENDERED

(1) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County shall pay Contractor in accordance with the following:

(a) County shall make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in the Contract, but within 60 calendar days after submission and approval. County shall make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.

(b) Payments for services or Direct Charges billed through invoices shall be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in the Contract.

G. BILLING AND PAYMENT LIMITATIONS

(1) County payments to Contractor for performance of eligible services hereunder are subject to limitations of the Contract, application of various County, State and/or federal reimbursement limitations, application of any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits.

(2) The total maximum reimbursement that will be paid by County to Contractor under the Contract, including Cash Flow Advances (CFA), if applicable, for the Initial Period, First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period shall be, in no event more than, the MCA specified in Contract, for the Initial Period, First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period, respectively.

(a) In addition to the general limitation of Paragraph B (1), above, in no event shall the maximum reimbursement that will be paid by County to Contractor under the Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as stated on Exhibit B, the Financial Summary, for the Initial

Period, First Automatic Renewal Period and any subsequent Automatic or Optional Renewal Period, as applicable.

(b) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under the Contract in an amount equal to 60 percent of the total MCA or 60 percent of the Funded Program Amount(s) during the Initial Period, First Automatic Renewal Period and any subsequent Automatic or Optional Renewal Period of the Contract.

(i) Contractor shall send such notice to those persons and addresses which are set forth in the DMH 24-Hour Residential Treatment Contract, Subparagraph 8.34 (NOTICES).

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

(3) Except as otherwise provided in the Contract, the total MCA and/or the Funded Program Amount(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (REIMBURSEMENT FOR INITIAL PERIOD) and C (REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED) may not be increased or decreased without a properly executed amendment to the Contract. The Parties acknowledge that the actual number of individuals seeking care from Contractor who are eligible under a particular Funded Program may differ from the estimated number upon which the Funded Program Amounts were based, and that it may be appropriate to increase Contractor's responsibility to provide services to certain eligible individuals while decreasing its responsibilities to provide services to other eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Funded Program Amounts, may be accomplished through a formal amendment or administrative amendment for shifting of funds, <u>completed in advance of the provision of services</u> and as outlined in the DMH Policy, *Shifting Guidelines for the Legal Entity Agreement*. In case of an administrative amendment, such administrative amendment may be executed by Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendment effective.

(a) County and Contractor may by written amendment reduce programs or services and revise the applicable MCA and/or Funded Program Amount. The Director shall provide 15 business days' prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County. Any such change in any applicable MCA and/or Funded Program Amount shall be

effected by a written amendment or administrative amendment to the Contract, prepared by Director or designee, and executed by both parties.

(4) Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Paragraph G (BILLING AND PAYMENT LIMITATIONS), reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. Contractor shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

(a) Reimbursement of certain Direct Charges, such as but not limited to capital improvement, are contingent upon the completion of appropriate deliverable(s). If the County reasonably determines from a review of Contractor's service, billing, and other applicable records that the Contractor failed to provide required deliverable(s) associated with such Direct Charge(s), County shall have the right to adjust and/or recover payment(s) associated with such Direct Charge(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) in accordance with the terms of Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY) and Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).

(5) Adjustment of Claims Based on Other Data and Information: The County shall have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and 835 data, all of which shall supersede and take precedence over the claimed amount submitted by Contractor.

(6) Adjustment of Claims for Contract Compliance: Director, in her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor shall not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of the Contract. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than that amount that would be calculated using Contractor's rates, denying claims for payment; holding claims for Medi-Cal services from being forwarded for adjudication by the State; withholding payment of certain claims; and/or demanding repayment from Contractor.

(a) Concurrent with any such action, Director shall provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action(s). Thereafter, Contractor may, within 10

calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations for making a determination that such action was necessary, including any amount(s) held, denied or reduced.

(b) Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

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

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

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

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

H. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

(1) The Contract is subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of the Contract, including, but not limited to, those contained in State's Budget Act.

(2) The Contract is also subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of the Contract.

(3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under the Contract corresponding with that fiscal year and any subsequent fiscal year during the term of the Contract (including any extensions), and the services to be provided by the Contractor under the Contract shall also be reduced accordingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. Except as set forth above in Subparagraph (3) of this Paragraph I (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor shall continue to provide all of the services set forth in the Contract.

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

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

I. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

(1) Funds under the Contract are provided for the delivery of mental health services to eligible beneficiaries under each of the Funded Programs identified in Exhibit B, Financial Summary. Each Funded Program has been established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Funded Program.

(2) Contractor may not redirect funds from one Funded Program to another Funded Program, except through a duly executed amendment to the Contract as outlined in DMH Policy, *Shifting Guidelines for the Legal Entity Contract*.

(3) Contractor may not charge services delivered to an eligible beneficiary under one Funded Program to another Funded Program unless the recipient is also an eligible beneficiary under the second Funded Program. When a recipient of services is an eligible beneficiary under more than one Funded Program, Contractor shall charge the services to the Funded Program under which the County shall receive maximum reimbursement from non-County sources, provided that Contractor has available funds under the appropriate Funded Program.

(4) Contractor also shall not charge services delivered to an eligible beneficiary for Medi-Cal to the Non-Medi-Cal Funded Program Amount except in such cases when a client's eligibility for benefits is being established or determined, or when the client is eligible for Medi-Cal minor consent, or when DMH has given advance approval to use the Non-Medi-Cal Funded Program Amount. Upon confirming that said client is approved for Medi-Cal benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal Funded Program Amount was to a client approved for Medi-Cal, Contractor shall void the original claims for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and resubmit such claims for Medi-Cal under the correct Funded Program, to the extent the claim submission complies with the timeline specified in Subparagraph E (3).

(6) Contractor shall deliver services to clients to the extent that funding is provided by the County. Where Contractor determines that services to clients can no longer be delivered, Contractor shall provide 30 calendar days prior written notice to County. Contractor shall thereafter refer clients to County or to another appropriate Contractor.

(a) Contractor shall not be required to provide the notice required under Subparagraph (5) of this Paragraph I (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS) if the County reduces funding to the Contractor under Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning of,

or during, a fiscal year. In addition, if County reduces or eliminates funding for a specific Funded Program, or portion thereof, Contractor shall not be responsible for continuing services for those clients served by the Funded Program, or portion thereof.

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

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

(a) If a CAP is issued and Contractor fails to comply with such CAP, County may implement remedies specified in Subparagraph (2) of Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE).

(2) Without limiting Contractor's obligations under the Contract, Contractor shall meet performance and/or outcome expectations that are specified in the Contract, Statement(s) of Work, Service Exhibit(s), approved Service Delivery Plan (SDP), and/or Department guidelines, directives, and practice parameters.

(a) County will follow up with the Contractor to discuss and determine remedies for late submission of an SDP.

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

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

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

(2) Contractor acknowledges and agrees that the County, in undertaking the processing of claims and payment for services rendered under the Contract for these Funded Programs, does so as the Local Mental Health Plan for the State and federal governments.

(3) Contractor shall submit to County all Title XIX SD/MC and/or Title XXI MCHIP claims or other State required claims data within the timeframe(s) prescribed by the Contract to allow the County to meet the timeframes prescribed by the State and federal governments. County shall have no liability for Contractor's failure to comply with the timeframes established under the Contract and State and federal timeframes, except to the extent that such failure was due to the fault of the County.

(4) County, as the Mental Health Plan, shall submit to the State in a timely manner, claims for Title XIX SD/MC services and/or MAA, and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system, which are compliant with State and federal requirements. County shall make available to Contractor any subsequent State approvals or denials of such claims within 30 days of receipt thereof.

(5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX SD/MC services and/or Title XXI MCHIP services is contingent upon reimbursement from the State and federal governments and that County will re-coup any payments for said services that are not ultimately reimbursable.

(6) Contractor's ability to retain payment for such services and/or activities is entirely dependent upon Contractor's compliance with all laws and regulations related to same.

(7) Notwithstanding any other provision of the Contract, Contractor shall hold County harmless from and against any loss to Contractor resulting from the denial or disallowance of claims for or any audit disallowances related to said services by the County, State or federal governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the County.

(8) Contractor shall repay to County the amount paid by County to Contractor for Title XIX SD/MC and/or Title XXI MCHIP services/activities which are subsequently denied or disallowed by the County, State, and/or federal governments. In no event shall County be liable or responsible to Contractor for any State approved Title XIX SD/MC and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.

(9) The total County payment for Title XIX SD/MC services and/or Title XXI MCHIP services under federal requirements consists of federal financial participation, County, State and/or other grant funds. Contractor acknowledges that if such services are subsequently denied, voided, and/or disallowed, County shall make a full recovery of such payments, as applicable.

(10) Notwithstanding any other provision of the Contract, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment shall be in accordance with Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY), except for denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.

(11) Contractor shall comply with all written instructions provided to Contractor by Director, State or other applicable payer source regarding claiming and documentation.

(12) Nothing in this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) shall be construed to limit Contractor's rights to appeal State and federal audit findings in accordance with the applicable State and federal regulations.

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

(1) Contractor shall comply with all County, State, and federal requirements and procedures relating to:

(a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.

(b) The eligibility of patients/clients for SD/MC, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.

(c) Contractor shall not charge the client's financial responsibility for a service to the Non-Medi-Cal Funded Program Amount.

(2) All fees paid by patients/clients receiving services under the Contract and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health services/activities specified in the Contract.

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

(1) The CFA, if approved by County, is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under the Contract during the applicable period.

(2) For each month of each period of the Contract, County will reimburse Contractor based upon Contractor's submitted claims for rendered services/activities subject to claim edits, and future audit processes. However, for each month of the first two months, of the Initial Period, the First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period, Contractor may request in writing from County a monthly County General Fund CFA as herein described.

(3) CFA disbursement(s), if any, shall be part of the total maximum reimbursement, which is limited to the MCA as specified in Paragraph G (BILLING AND PAYMENT LIMITATIONS).

(4) A CFA is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified in the DMH 24-Hour Residential Treatment Contract Subparagraph 3.3 (DESCRIPTION OF SERVICES/ACTIVITIES), and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

(5) Notwithstanding any other provision to the contrary, funding for Wraparound Case Rate (i.e., Specialized Foster Care Wraparound Invoice Funded Program), Full Service Partnership Incentives, and Startup Costs shall not be included when computing monthly CFA amount(s).

(6) Cash Flow Advance Request Letter: For each month for which Contractor is eligible to request and receive a CFA, Contractor must submit to the County a letter requesting a CFA and the amount of CFA Contractor is requesting.

(a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by the Director on or before the 15th day of that month (e.g., for the month of July , the request must be received by July 15).

i. If the letter requesting CFA is received by the County from the Contractor after the 15th day of the month, Contractor will not be eligible to receive a CFA for that month.

(b) The signed letter requesting a CFA must be sent via email (PDF file) to the Department of Mental Health Financial Services Bureau – FSB Administration at: FSB@dmh.lacounty.gov.

i. FSB staff will determine whether Contractor is eligible to have its request considered based on the date the request letter is received by DMH and not the date on the request letter.

(c) Upon receipt of a request, Director, in her sole discretion, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

i. If a CFA is not approved, Director will notify Contractor within 10 business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the decision.

(7) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The CFA amount available to Contractor for any particular month will be reduced by County payments for claims received from Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim.

(8) Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request:

(a) For each of the first two months of each period that the Contract is in effect, Contractor may request in writing from County a monthly County General Fund CFA for any funds which may be part of the MCA for such period as identified in the Financial Summary. Contractor shall specify in its request the amount of the monthly CFA it is requesting, not to exceed $_____ for the first month and $_____ for the second month, if applicable. In no event shall the monthly CFA requested by Contractor exceed 1/12th of the annualized MCA as identified on Exhibit B, Financial Summary, as of the specified month the CFA is requested.

(b) In case the Contract is amended to increase or reduce the MCA during the first two months during which the Contractor may request and receive CFA, the CFA amount shall be recalculated for the remaining month(s) based on the executed date of the amendment. For the month in which the amendment is executed, the revised CFA amount shall be based on the executed date of the amendment, and if such executed date falls between the 1st and the 15th 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 16th and the end of the month, the revised CFA amount will be calculated based on one half (1/2) of the total change in the MCA.

(c) The Contractor may request in writing from County, consistent with above Subparagraph (8) (a) of this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph E (BILLING PROCEDURES) or due to procedural matters associated with transitioning Contractor to County's new claims processing information system, County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in her sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County, in its sole discretion, shall review Contractor's request, including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and shall respond accordingly within 15 business days from the receipt of such request.

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

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

(a) Generally, when Contractor renders services at a level that would indicate it will utilize all or a substantial portion of its MCA, County initiates recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year or at such time as

payments to Contractor, including the CFA, reach the MCA. Such recovery is initiated through the Contractor's rendering and submitting of appropriate services and activities into the County's claims processing information system and/or the submission of invoices for direct charges.

(b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would utilize all of its MCA, County may initiate recovery of the CFA as specified above in Subparagraph (9) (a) of this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED) prior to November 30th of the following fiscal year. If County intends to initiate recovery of the CFA prior to that November 30th, 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 30th. 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 30th of the following fiscal year, County shall initiate recovery of the outstanding CFA balance within 30 calendar days. Repayment by Contractor shall be due within 30 calendar days from the date of the letter from County.

(10) When Contractor's CFA balance is zero in any fiscal year of the term of the Contract, any County and/or State and/or federal government(s) approved Contractor reimbursement claims for eligible services/activities will be disbursed in accordance with the terms and conditions of the Contract.

(11) Should Contractor request and receive a CFA, Contractor shall exercise cash management of such CFA in a prudent manner.

N. OTHER REQUIREMENTS FOR CONTRACTORS

(1) Contractor shall maintain records documenting all Title XIX SD/MC services and/or Title XXI MCHIP services for a period of 10 years from the end of the fiscal year in which such services were provided or until three years after final resolution of any audits or appeals, whichever occurs later.

(2) County may require and Contractor shall submit financial data/report related to this Contract in the format and timeline specified by County, for the purposes of evaluating MCA, Funded Program Amount, shifting of funds, and/or program review and audit. County may collect from Contractor financial data/report related to this Contract in the format and timeline

specified by County for the purpose of evaluating contract rate(s), if mutually agreed to by the County and Contractor.

(3) To comply with the Federal Medicaid Managed Care Final Rule and Federal Mental Health and Substance Use Disorder Services Parity Final Rule requirements related to the recovery and reporting of overpayment(s) due to fraud, waste, or abuse (CMS-2390-P), Contractor shall void any claims associated with such overpayment(s) within 30 calendar days of discovery of such overpayment(s).

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

O. AUDIT AND AUDIT APPEAL

(1) At any time during the term of the Contract or after the expiration or termination of the Contract, in accordance with State and federal law including but not limited to Welfare and Institutions Code (WIC) Section 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under the Contract.

(2) Settlement of audit findings and appeals will be conducted according to the auditing party's procedures in place at the time of the audit.

(a) County shall follow all applicable federal, State, and County laws, regulations, manuals, guidelines and directives in recovering any over-payments from Contractor.

(b) If the audit findings result in an amount due to Contractor by the County, County shall initiate the payment process to Contractor within 30 days of receiving the Audit Report settlement payment from DHCS.

(3) County Audits:

(a) Should the auditing party be the County, Contractor will have 30 calendar days from the date of the audit report within which to file an appeal with County. The letter providing the Contractor with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all information presented by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue a written notification of the amount due within 30 calendar days of the appeal decision. Contractor shall make payment to the County as instructed in the written notification of the amount due.

(b) If applicable, Director, in her sole discretion, shall determine the need to revise certain reports/forms as needed to reflect the audit disallowance related to costs and expenditures as agreed by Contractor. To the extent such revisions are made, County will inform Contractor of such action and provide Contractor with a copy of the revised reports/forms.

(4) At times, it may be necessary for County to negotiate a settlement with the Contractor outside of the appeals and hearing process with the State or another auditing party. In those cases, County will execute a separate written agreement with Contractor to formalize mutually agreed upon terms.

P. PAYMENTS BY CONTRACTOR TO COUNTY

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

Q. FINANCIAL SOLVENCY

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

R. COUNTY AND CONTRACTOR REQUESTED CHANGES

(1) If Contractor desires any change in the terms and conditions of the Contract, Contractor shall request such change in writing prior to March 1st of the fiscal year for which the change would be applicable, except as otherwise provided in Paragraph T (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT

AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B)) or unless otherwise agreed to by County.

(a) All changes requested by Contractor and approved by County shall be made by an amendment pursuant to the DMH 24-Hour Residential Treatment Contract Subparagraph 8.1 (AMENDMENTS).

(b) All changes requested by the Contractor shall be followed by a Mid-Year Change to the last approved Service Delivery Plan to be submitted by the Contractor, which must be approved by the Director as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.

(2) If Contractor requests an increase or decrease in the MCA or in the Funded Program Amount, Contractor shall provide all reports, data, and other information requested by the County, within 15 calendar days of County's request.

(a) Contactor's request for consideration of an increase in the MCA or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the MCA or the Funded Program Amount. To the extent that County agrees to increase MCA or a Funded Program Amount, such approval shall be in the form of an executed amendment to the Contract. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph R (COUNTY AND CONTRACTOR REQUESTED CHANGES).

(b) Requests received after the Contractor has rendered services in excess of the MCA, or the Funded Program Amount, will only be considered on a prospective basis for payment of services rendered after the effective date of any executed amendment. The County shall not be responsible for payment of, nor otherwise be liable for, services/activities that Contractor provided in excess of the MCA or the Funded Program Amount during any part of the Initial Period, First Automatic Renewal Period or any subsequent Automatic or Optional Renewal Period, respectively.

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

(4) If County and Contractor agree to make a funding and/or service plan change relevant to the Contract, Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.

S. DELEGATED AUTHORITY

(1) Notwithstanding any other provision of the Contract, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to the Contract under the following conditions.

(a) County's total payments to Contractor under the Contract, for each fiscal year of the term of the Contract, does not exceed an increase of more than the 25 percent of the Board of Supervisor-approved MCA; and

(b) Amendments may add, delete, modify, or replace the Service Exhibits and/or Statements of Work; reflect federal, State, and County regulatory and/or policy changes; and/or roll over certain federal and/or State grant funds from one FY to the next FY, as appropriate; or allow shifting of funds pursuant to Paragraph T (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (Exhibit B)); and

(c) Sufficient funds are available for all changes described in each such amendment to the Contract; and

(d) Approval of County Counsel, or designee, is obtained prior to any such amendment to the Contract.

(e) Director, or designee shall notify County's Board of Supervisors and the Chief Executive Officer of all Contract changes in writing within.

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

(1) Due to the length of the DHCS SD/MC UOS claiming processes, County and Contractor acknowledge that the final determination of the amounts owed by the Parties to each other will occur during First, Second and/or any subsequent Automatic or Optional Renewal Period as described in the DMH 24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the expiration or termination of the Contract. Therefore, the parties agree that all provisions of the Contract related to effectuating payment, including such provisions in this Exhibit A, Financial Provisions, survive the First, Second and/or any subsequent Automatic or Optional Renewal Period as described in the DMH 24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or expiration

or termination of the Contract. This Paragraph T shall not be interpreted to imply that other provisions of Contract do not survive its expiration, if the Parties' intent, as demonstrated by language, circumstances, law, or practice, is that the provision(s) should survive.

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

U. PAYMENT AND INVOICE NOTIFICATIONS

(1) Contractor shall submit all Invoices, including any supporting documentation, to their assigned Provider Reimbursement Section (PRS) liaison and to Contract Management and Monitoring Division (CMMD), except as otherwise provided under Subparagraph (1) (a) of this Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).

(a) In the event the Invoice Funded Program is set up to be billed electronically, invoices shall be submitted in the specified electronic tracking system.

(2) Contractor shall submit all remittances and payments for amounts due to the County under the Contract to the following:

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

Attn: Cash Collections Section

V. COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE

(1) General Remedies:

(a) County may immediately, without prior written notice, suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default of any Contract provisions due to alleged fraud or similar intentional wrongdoing.

i. Thereafter, Contractor may request reconsideration of Director's decision to suspend payment.

(b) County may suspend all, or a portion, of its payment if the Director determines that Contractor is in default of any Contract provisions due to noncompliance with - or failure to respond to - requests, policies, procedures, guidance, or other similar instructions from the County as required and until such time the Contractor complies and such response has been reviewed and approved by Director.

i. Notwithstanding any other provision of the Contract, examples of noncompliance include, but are not limited to:

a. Insufficient documentation of clinical work that does not meet federal, State, and County written standards;

b. Failure to timely provide outcomes data; and/or

c. Failure to comply with a Corrective Action Plan (CAP).

(c) County may also withhold all, or a portion, of its payment if there is a reasonable determination that Contractor is or may become insolvent.

(d) To the extent that the County intends to suspend all, or a portion of, its payment for reasons other than fraud or intentional wrongdoing:

i. Director shall provide Contractor with at least 30 calendar days' prior written notice of such suspension that includes the reason(s) for such suspension.

ii. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.

iii. Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with

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

iv. Within 15 calendar days of said meeting, County shall, in writing, notify Contractor, of its final decision. The decision of the Director will be final.

v. Upon determination that Contractor is no longer in noncompliance with the Contract provision(s) that resulted in the suspension of payment, County shall release withheld payments within 30 calendar days of such determination, unless otherwise prohibited by federal, State, and/or local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines, and directives.

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

(a) If a CAP is issued and Contractor fails to comply with such CAP, County may impose the following remedies in addition to the general remedies identified in Subparagraph (1) of this Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE):

i. Restrict Contractor from expending any more funds allocated for the program(s) at issue by de-obligating previously allocated funds.

ii. Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue.

iii. Terminate specific program(s) within the Contractor's LE Contract and/or terminate the Contractor's LE Contract in its entirety for failure to meet performance and/or outcome expectations as specified in the Contract, Statement(s) of Work, Service Exhibit(s), approved Service Delivery Plan, and/or Departmental guidelines, directives, and practice parameters.

(b) To the extent that the County intends to impose such additional remedies:

i. Director shall provide Contractor with at least 30 calendar days' prior written notice of its intent to take such action, which will include an explanation of how the Contractor is not meeting the

expectations identified in Paragraph J (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN); copies of relevant data, if applicable; the nature and the amount of the proposed funding allocation change; and any associated changes to the amount of services to be provided by Contractor.

ii. Thereafter, Contractor may, within 15 calendar days, request written reconsideration of the County's decision. Contractor's request must clearly indicate the reason why County's action is unjustified.

iii. Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative action(s).

a. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within the time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended actions.

iv. Within 15 calendar days of said meeting, County shall, in writing, notify Contractor of its final decision. The decision of the Director will be final and any remedies will be effective upon receipt of notification by Contractor.

(c) Any change in the Contract, including termination of specific program(s) and/or termination of the entire DMH 24-Hour Residential Treatment Contract shall be effected by an administrative amendment to the Contract or notice of termination issued by Director.

(d) Changes that are based on one-time circumstances will be applicable to the current contract fiscal year only and shall not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent fiscal years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Funded Program Amount in subsequent years.

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

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

Contractor: _____

Legal Entity No.: _____

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

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

Date: _____ Signature: _____

Executed at _____ , California

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

Date: _____ Signature: _____

Executed at _____ , California

Financial Summary (Exhibit B)

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

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

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

V6/20/23

SUBPROGRAM SCHEDULE

LE Name: LE No: Agreement No: Fiscal Year:
Amendment No: Fin Sum No: Amendment Date: Subprogram Schd No:

A	B	C	D	E	F	G	H	I	J	K
CIOB Rank	Funded Programs/Subprograms	Non-Medi-Cal Funds			Medi-Cal (MC) Funds					
		Direct/ Indirect Service	Manual Invoice	Non-MC Total (Gross Dollars)	EPSDT Medi-Cal	Non-EPSDT Medi-Cal	MCHIP	Medicaid Expansion	SB 75	Medi-Cal Total (Gross Dollars)
Categorically Funded Programs										
100N, M	Family Preservation Program			-						-
130N	Specialized Foster Care - DCFS MAT			-						
130.1M	Specialized Foster Care Enhanced MH Svcs									-
130.2M	Specialized Foster Care MAT									-
130.4M	Specialized Foster Care TFC									-
130.3N,M	Specialized Foster Care Wraparound			-						-
300N	DCFS Medical Hub			-						
301M	DCFS PHF									-
140N	Comprehensive SOC Prog (SAMHSA,CFDA#93.958)			-						
150N	Juvenile Justice Program (STOP)			-						
151N	Juvenile Justice Program (JJCPA-MHSAT)			-						
152N,M	Juvenile Justice Program (JJCPA - MST)			-						-
152.2N,M	Juvenile Justice Program (JJCPA - New Directions)			-						-
153N	Juvenile Justice Program (COD)			-						
155N	Juvenile Day Reporting Center			-						
180N	CalWORKs MHS			-						
183N	CalWORKs Coordinated Entry System			-						
182N	GROW			-						
171N,M	Post-Release Community Supervision-CRP			-						-
310N	DPH Dual Diagnosis			-						
350N	DCSS Forensic Center Services			-						
210N,M	DHS EPIC Program			-						-
220N,M	Measure H Housing FSP			-						-
221N,M	Measure H Housing Supportive Services Program			-						-
230N,M	Children's Outreach & Triage Team (COTT)			-						-
231N,M	Outreach & Triage Team (OTT)			-						-
241N,M	Mobile Crisis Outreach Teams (MCOT)			-						-
	MCOT Startup Fund Invoice			-						
250N,M	Field-Based Crisis Services Program - GGT			-						-
Federal/State Revenue										
360M	Federal/State Revenue									-
Realignment Funded Programs										
400N,M	DMH Mental Health Services			-						-
	DMH MH Services Startup Fund Invoice									
	DMH MH Services - STRTP									
	DMH MH Services - Aftercare									
	DMH MH Services - TSCF									
	DMH MH Services - ISFC									
340N,M	DMH IMD Step Down			-						-
MHSA Funded Programs										
500N,M	MHSA Full Service Partnership (FSP)			-						-
	MHSA Adult FSP Incentives Invoice			-						
	MHSA Child FSP Incentives Invoice			-						
511N,M	MHSA Outpatient Care Services			-						-
	MHSA Outpatient Care Services Startup Fund Invoice			-						
531N,M	MHSA Alternative Crisis Services			-						-
	MHSA Alternative Crisis Services Patch Invoice			-						
	MHSA Alternative Crisis Services Startup Fund Invoice			-						
540N,M	MHSA Housing Supportive Services Program			-						-
810N	MHSA Linkage Services Invoice			-						
820N	MHSA Planning, Outreach, & Engagement			-						
600N,M	MHSA Prevention & Early Intervention (PEI)			-						-
	MHSA PEI Special Programs			-						
	MHSA PEI Flex Funds			-						
	MHSA PEI Training			-						
	MHSA PEI Startup Fund Invoice			-						
	Subtotal	-	-	-	-	-	-	-	-	-
Maximum Contract Amount		**$0**								

*FY23-24 PHF allocation included in Rank 400N,M DMH Mental Health Services, if applicable

v5/26/23

Contractor Name:
Legal Entity No:

STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name
	Provider #	Provider #	Provider #	Provider #
	Service Area	Service Area	Service Area	Service Area
	Supervisorial District	Supervisorial District	Supervisorial District	Supervisorial District

Contractor Name:
Legal Entity No:

STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name
	Provider #	Provider #	Provider #	Provider #
	Service Area	Service Area	Service Area	Service Area
	Supervisorial District	Supervisorial District	Supervisorial District	Supervisorial District

INSTRUCTIONS FOR COMPLETING WORKSHEET

1 Where indicated, type in your "Contractor Name" and "Legal Entity No." at the top of the spreadsheet in the black shaded area.

2 In the blank space below "Service Delivery Site / Name", type in the location site/name and address.

3 In the blank space below "Provider #", type in the Provider's assigned number.

4 In the blank spaces below "Service Area" and "Supervisorial District", select the applicable SA and SD from the dropdown menu.

5 To select SOW(s) / SE(s) for your contract, use the blank spaces under the left column titled "Statement of Work (SOW)/Service Exhibits" to select all applicable SOW(s) / SE(s). Please note that only one line per SOW/SE can be used.

STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS	CONTRACTOR NAME:	ABC Contractor	
	LEGAL ENTITY NO.:	00001	
	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name
	Example Site 1 1234 Main Street Los Angeles, CA 90001	Example Site 2 2345 Anywhere Street Los Angeles, CA 90002	Example Site 3 3456 1st Street Los Angeles, CA 90002
	Provider #	Provider #	Provider #
	1001	1002	1003
	Service Area	Service Area	Service Area
	4	2	1
	Supervisorial District	Supervisorial District	Supervisorial District
	2	3	5

6 After selecting all applicable service exhibits from the "drop down menu", type an "X" under the "Service Delivery Site" that corresponds to services provided at the location. When all information is entered, save and print the document. See #7 below for additional details for document printing.

STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS	Service Delivery Site	Service Delivery Site	Service Delivery Site	Service Delivery Site
	Sample Location 123 Main Street Los Angeles, CA 90020	Sample Location 123 Main Street Los Angeles, CA 90020	Sample Location 123 Main Street Los Angeles, CA 90020	Sample Location 123 Main Street Los Angeles, CA 90020
	Provider #	Provider #	Provider #	Provider #
	1000	1500	2000	2500
	Service Area	Service Area	Service Area	Service Area
	2	3	4	5
	Supervisorial District	Supervisorial District	Supervisorial District	Supervisorial District
	5	2	3	4
104-A - Targeted Case Management Services (Rehab. Option)	X			X
304-A - Vocational Services		X		X
501-A - Outreach Services			X	X
1094 - Full Service Partnership (FSP)	X			X

7 To set the required print area, highlight the entire area that should be printed, both vertically and horitzontally. While highlighted, selected the "Page Layout" tab on the menu. On the "Page Layout" menu, select the "arrow down" next to "Print Area" which will reveal another drop-down menu. On the "Print Area" drop down menu, select "Set Print Area" as this will ensure that only the previously highlighted information will print.

16	(MHSA) Programs		X	X

1	201 - Short-Term Crisis Residential Services (Forensic)
2	202-A - Crisis Stabilization Services (Rehab. Option)
3	304-A - Vocational Services
4	308-B - Day Rehabilitation Services (Adult) (Rehab. Option)
5	309-B - Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)
6	310 -B - Day Treatment Intensive Services (Adult) (Rehab. Option)
7	311-B - Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)
8	405 - Mental Health Service Treatment Patch (La Casa)
9	501-A - Outreach Services
10	502-A - Outreach Services (Suicide Prevention Services)
11	503-A - American Indian Life Skills (United American Indian Involvement, Inc.)
12	701-A - Socialization Services
13	801 - Life Support Services
14	802-A - Case Management Support Services
15	803-A - Case Management Support Services (Forensic)
16	804-A - Case Management Support Services (Children & Youth)
17	805 - Life Support Services (Forensic)
18	901 - Independent Living Services
19	902 - Local Hospital Services
20	904 - Semi-Supervised Living Services
21	912 - Adult Residential Treatment Services (Transitional) (MSHA)
22	913 - Adult Residential Treatment Services (Long Term)
23	915 - Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)
24	1001 - Primary Linkage and Coordination Program
25	1003 - Service Provisions (Organizational Provider Only)
26	1011 - Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services
27	1012 - Mental Health 24-Hour Services Children Under Age 18 Basic Services
28	1013 - Supportive Services – Residential Programs (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
29	1016 - Supportive Services – Intensive Residential Program (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
30	1018 - Client Supportive Services (New Directions) (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
31	1022 - Intensive In-Home Mental Health Services
32	1026 - One-Time Expenses Associated with Program Development for Intensive In-Home Evidence Based Practices (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
33	1027 - Planning, Outreach and Engagement
34	1031 - Client Supportive Services Homeless CalWORKs Families Project (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
35	1032 - Star View-PHF-Supplemental Financial Support
36	1033 - Star View-CTF-Supplemental Financial Support
37	1036 - Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan
38	1037 - One-Time Expenses Associated with Starting a new MHSA Program for PEI Early Start Suicide Prevention Program (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
39	1039 - PEI Early Intervention EBP programs for Children & TAY
40	1046 - One-Time Expenses Associated with Implementing a New MHSA Program for Prevention and Early Intervention (PEI) Program (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
41	1047 - Prevention and Early Intervention (PEI) Program (Includes Attachment A - MHSA PEI Programs Core Interventions and Ancillary Services Guide and Attachment B - PEI Evidenced Based Practices (EBP) Outcome Measures)
42	1052 - One-Time Expenses Associated with Starting A New Mental Health Services Act Innovation Program (Includes Attachment A)
43	1060 - Statement of Work (SOW) CalWORKs Program (Exhibits 1-7)
44	1061 - One-Time Expenses Associated with Starting A New Mental Health Services Act Prevention And Early Intervention Integrated School Health Centers Program (Includes Attachment A - Reimbursement Procedures and Attachment B – Reimbursement Claim)
45	1062 - SAMHSA Project ABC - Family Wellness Network
46	1069 - Client Supportive Services – Homeless Programs (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement)
47	1071 - VIP Community Mental Health Center, Inc. – Forensic Center Services
48	1074 - The Center for Assessment and Prevention of Prodromal States Prevention and Early Intervention Program for Transition Age Youth Ages 16-25
49	1080 - Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS)
50	1085 - Comprehensive Adult Reentry Program
51	1087 - Parent – Child Interaction Therapy 2-5 YRS (PCIT)
52	1089 - SAMHSA Project ABC South Los Angeles (Includes Attachment A – Monthly Claim for Cost Reimbursement)
53	1091 - Short Term Residential Therapeutic Program (STRTP) and STRTP Aftercare Services
54	1092 - Alternative Crisis Services
55	1096 - Client Supportive Services for County, City and Community (C3) Programs
56	1100 - Client Supportive Services (CSS) for Mental Health Services Act (MHSA) Programs
57	1101 - Crisis Stabilization Units - Psychiatric Urgent Care Center Services
58	1102 - Parent-Child Interaction Therapy
59	1103 - Skilled Nursing Facility (IMD with Bungalows)
60	1104 - Pier Early Psychosis Program
61	1107 - Temporary Shelter Care Facilities
62	1109 - MHSA Court Diversion Program (Special Service for Groups)
63	1110 - Outpatient Care Services (OCS)
64	1111 - Adult Outreach Triage Team (OTT)
65	1112 - Children Outreach Triage Team (COTT)
66	1113 - Targeted Case Mangement Services (TCM) And Intensive Care Coordination (ICC) (Rehab Option)
67	1114 - Mental Health Services (Rehab. Option)
68	1115 - Medication Support Services (Rehab. Option)
69	1116 - Crisis Intervention Services (Rehab. Option)
70	1117 - Therapeutic Behavioral Services
71	1118 - LPS 72 Hour Treatment and Evaluation Application Services

72	1119 - Misdemeanor Incompetent To Stand Trial
73	1120 - Adult Full Service Partnership (FSP)
74	1121 - Child and Young Adult Full Service Partnership (FSP)
75	1122 - Mental Health Rehabilitation Center (MHRC) Restorative Carevillage
76	1123 - Psychiatric Health Facility (PHF) Restorative Care Village
77	1124 - Mental Health Rehabilitation Center (MHRC)
78	1125 - Psychiatric Health Facility (PHF)
79	1126 - Enriched Residential Services (ERS)
80	1127 - Skilled Nursing Facility – Special Treatment Programs
81	1128 - Housing Supportive Services Program (A Redesign Of The Housing Full Service Partnership Program)
82	1129 - Wraparound Program
83	1130 - Post-Release Services AB109 Program
84	1131 - Intensive Field Capable Clinical Services for Children (IFCSS)
85	1132 - Therapeutic Foster Care (TFC) Services
86	1133 - Crisis Stabilization Units – Psychiatric Urgent Care Center Services
87	1134 - Mental Health Congregate-Style Care
88	1135 - Medical SNF
89	1136 - Crisis Residential Treatment Programs (CRTP) – General
90	1137 - Crisis Residential Treatment Programs (CRTP) – Hospital Sites
91	1138 - Mental Health Transitional-Style Care Services
92	1139 - Mobile Crisis Outreach Teams
93	1141 - Intensive Services Foster Care (ISFC)
94	1142 - Multidisciplinary Assessment Team (MAT) Program

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official’s Printed Name and Title

_____ _____
Authorized Official’s Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

DIRECTOR OF MENTAL HEALTH:

Name: Jonathan E. Sherin, M.D., Ph.D.

Title: Director

Address: 550 S. Vermont Avenue

Los Angeles, CA., 90020

Telephone: (213) 738-4601

E-Mail Address: Director@dmh.lacounty.gov

COUNTY MONITORING MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACT LEAD:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: _____ Contract No.: MH_____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____DATE:_____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR_____Contract No.: MH_____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____DATE:_____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name_____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____DATE:_____/_____/_____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.
Any fire station. Any hospital. Any time.
1.877.222.9723
BabySafeLA.org
No shame | No blame | No names
21
FIRE STATION
98

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

1. Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
2. You must leave your newborn with a fire station or hospital employee.
3. You don't have to provide your name.
4. You will only be asked to voluntarily provide a medical history.
5. You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

BabySafeLA.org

No shame | No blame | No names

FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?
After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. **ACA:** Patient Protection and Affordable Care Act, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010.

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

3. **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

4. **Cal MediConnect:** Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program.

5. **CalWORKs:** California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds.

6. **Cash Flow Advance**: County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities.

7. **CCR:** California Code of Regulations.

8. **CDSS:** California Department of Social Services.

9. **CGF:** County General Funds.

10. **Confidential Information:** Information relating to specific Individuals which is exchanged by and between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by Welfare and Institutions Code section 5328, The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act and regulations promulgated there under (HIPAA). The Insurance Information and Privacy Protections Act, or other applicable state and federal statutes and regulations, which shall hereinafter be collectively referred to as "Privacy Statutes and Regulations".

11. **Contract:** This contract executed between DMH and Contractor. Included are all supplemental amendments amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

12. **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with DMH to perform or execute the work covered by this contract.

13. **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

14. **Cost Reimbursement (CR):** The arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Contract, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services.

15. **County:** The Board of Supervisors of the County of Los Angeles acting as governing body.

16. **DMH Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

17. **DMH Project Manager:** Person designated by DMH's Project Director to manage the operations under this Contract.

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

19. **DMH's Claims Processing Information System:** The current system employed by the Department of Mental Health to submit and process claims.

20. **Countywide Maximum Allowances (CMA):** DMH established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors.

21. **CPT:** Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication.

22. **Covered Individuals:** Individual persons who are eligible for payment of certain services or prescriptions rendered or sold to them under the terms, conditions, limitations and exclusions of a health benefit program administered by DMH or by some other Payor.

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

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

25. **Data Transmission:** The automated transfer or exchange of data between Trading Partners or their agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this Contract.

26. **Data Universal Numbering System (DUNS):** A unique nine-digit identification number assigned by Dun & Bradstreet (D&B) to a Trading Partner or Agent for the purpose of identifying a business entity. The DUNS can be requested at**:** http**:**//fedgov.dnb.com/webform.

27. **Day(s):** Calendar day(s) unless otherwise specified.

28. **DHCS:** California Department of Health Care Services.

29. **Digital Key Certificate:** Software that resides on Trading Partner's workstation or server assigned to the Trading Partner by DMH for the purpose of successfully executing Data Transmissions or otherwise carrying out the express terms of this Agreement.

30. **Director:** County's Director of Mental Health or his authorized designee who serves as the chief executive officer of all mental health programs and has general supervision over all such mental health services and programs.

31. **DMH:** County's Department of Mental Health which is the Mental Health Plan for the County.

32. **DPSS**: County's Department of Public Social Services.

33. **Electronic Data Interchange (EDI):** The automated exchange of business data from application to application in an ANSI approved or other mutually agreed format.

34. **Electronic Remittance Advice (ERA):** A transaction containing information pertaining to the disposition of a specific claim field with DMH by Providers for payment of services rendered to an Individual.

35. **EOB:** "Explanation of Balance" for Title XIX Short-Doyle/Medi-Cal services, which is the State Department of Health Services adjudicated claim data, and "Explanation of Benefits" for Medicare, which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data.

36. **Envelope:** A control structure in a mutually agreed format for the electronic

interchange of one or more encoded Data Transmissions either sent or received by the Parties to this Contract.

37. **EPSDT:** The Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program.

38. **FFP:** Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.

39. **Fiscal Intermediary:** DMH acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.

40. **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

41. **Funded Program:** A set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Contract. A Funded Program is made up of one or more Subprograms.

42. **Gross Program Budget:** The sum total of the Net Program Budget and all Third Party Revenues shown in the Financial Summary.

43. **GROW:** General Relief Opportunities for Work.

44. **HITECH:** The Health Information Technology for Economic and Clinical Health Act. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.

45. **HIPAA:** Health Insurance and Portability Act. HIPAA Privacy Rule provides federal protections for personal health information held by covered entities (or a Business Associate of a Covered Entity) and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.

46. **Individual:** An individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes

of this Agreement will be made directly to Providers on behalf of such Individuals.

47. **Institutions for Mental Disease (IMD):** Includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services.

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

49. **Legal Entity:** A provider of mental health services as is described in Title 9 CCR section 1840.100.

50. **Lost** or **Indecipherable Transmission:** A Data Transmission which is never received by or cannot be processed to completion by the receiving Party in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered garbled or incomplete.

51. **Master Agreement List:** A list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement.

52. **Maximum Contract Amount:** The sum total of all Allocations shown in the Financial Summary, except that the Maximum Contract Amount shall not include Third Party Revenue shown in the Financial Summary.

53. **Medicaid Expansion under ACA in California:** Expansion of Medi-Cal eligibility to additional low-income adults.

54. **Mental Health Services Act (MHSA):** The initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and DMH agencies and which requires the development of integrated plans for prevention, innovation, and system of care services.

55. **MHRC:** Mental Health Rehabilitation Centers certified by the DHCS.

56. **Organizational Provider's Manual:** The Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services.

57. **PATH:** Projects for Assistance in Transition from Homelessness Federal grant funds.

58. **Payee National Provider Identifier (NPI):** The National Provider Identifier that is specific to the Legal Entity, FFS Group, or FFS Organization. Solo practitioners will enter their individual NPI number in this field.

59. **Payor:** A business organization that provides benefit payments on behalf of Covered Individuals eligible for payment for certain services to Covered Individuals.

60. **PHF:** A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.

61. **PHI:** Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.

62. **PII:** Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.)

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

64. **Request for Services (RFS):** Solicitation process to Contractors on pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed.

65. **Request for Statement of Qualifications (RFSQ):** Solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;

66. **SAMHSA:** Substance Abuse and Mental Health Services Administration Federal block grant funds.

67. **Secure Identification Cards:** The cards assigned to the Trading Partner or Agent by DMH for allowing the Trading Partner to transfer files electronically to DMH.

68. **Sensitive Position:** Per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract.

69. **Service Delivery Plan (SDP):** A document that the DMH requires a service provider to submit when requesting a contract renewal, or a contract award under a solicitation, or a mid-year change to a current contract. Formerly known as Negotiation Package.

70. **Service Exhibit (SE):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

71. **SDMH:** State Department of Mental Health – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean SDMH.

72. **SFC:** Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity.

73. **SNF-STP:** Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health.

74. **Source Documents:** Documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual's name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider's name and/or provider number.

75. **State:** The State of California.

76. **Statement of Qualifications (SOQ):** Contractor's response to an RFSQ

77. **Statement of Work (SOW):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

78. **Subcontract:** A contract by the contractor to employ a subcontractor to provide services. Subcontracting is not allowing under this Contract.

79. **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written contract. Subcontractors may not be used to perform any services provided under this Contract.

80. **Submitter ID Number:** A unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions.

81. **Subprogram:** A set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors' areas of expertise and their ability to provide specific services and/or serve specific populations. The Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement.

82. **System:** The equipment and software necessary for a successful electronic Data Transmission.

83. **Title IV:** Title IV of the Social Security Act, 42 United States Code Section 601et seq.

84. **Title XIX:** Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.

85. **Title XXI:** Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.

86. **Trading Partner:** A Provider who has entered into this Agreement with DMH in order to satisfy all or part of its obligations under a Legal Entity Agreement or Network Provider Agreement by means of EDI.

87. **UMDAP:** DHCS's Uniform Method of Determining Ability to Pay.

88. **WIC:** The California Welfare and Institutions Code.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with Paragraph 9.11 of the 24 Hour Residential Treatment Contract (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official (Official Name)_____
Please print name

Signature of authorized official _____ Date _____

REQUIRED SUPPLEMENTAL DOCUMENTS

In accordance with the Contract, the Contractor must submit via email required supplemental documents within certain timelines, as instructed below, to the Contract Administrator listed in Exhibit E (County's Administration).

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Renewed Contracts: Contractor is required to submit via email the specified documents listed below upon first execution of the Contract, and thereafter, only if updates or revisions have been made to such documents since the last submission. Updates or revisions must be submitted via email within 10 business days to the Contract Administrator listed in Exhibit E (County's Administration). If Contractor does not submit the documents within the time period described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

For Amended Contracts: With the exception of the Financial Statements, Published Charges, and Indirect Cost Allocation Plan, the documents listed below must be resubmitted ***if and when updates or revisions are made to such documents*** at any point during the term of the Contract. However, the following documents must be submitted ***annually*** during the term of the Contract, ***and further resubmitted at any point that updates or revisions are made to such documents***: Financial Statements, Indemnification and Insurance, Published Charges, Indirect Cost Allocation Plan, and Information Security Exhibits. If Contractor does not submit any documents within the time periods described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

1. **Corporation Documents**

    a. **List of Authorized Persons:** Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;

    b. **Articles of Incorporation and Corporate Seal:** Articles of Incorporation with the imprint/copy of the Corporate Seal (if the organization is a corporation) affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. If there is any difference between the Corporate Seal and the organization's name as used in the Service Delivery Plan, an explanation must be provided; and

    c. **By-Laws and Amendments to By-Laws**

    d. **Fictitious Business Name Filings (if using a DBA)**

2. **Organizational Chart** – Current/proposed organizational chart that shows all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Statements** – Current financial statements, as required by DMH's Policy No. 813.04 (Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health). This DMH Policy can be accessed in its entirety at the following website: https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=2365

4. **Published Charges** – "Published Charges" are the usual and customary charges prevalent in the public mental health sector that is used to bill the general public, insurers, or other non-Medi-Cal payors. Contractor shall have, for each specialty mental health service it provides, a published charge, which it will establish and/or update at least annually, with the understanding that such published charge my act as a limitation on its allowable payment under this Contract.

5. **Indirect Cost Allocation Plan -** To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan is required to be submitted to DMH for review and approval.

6. **Subcontracts List** – List of all subcontractors. Contractors must have ***prior written approval*** from DMH in order to enter a particular subcontract.

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

7. **Rent and Lease Agreements** – Rent and lease agreements specifying all Terms and Conditions, including term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.

8. **Fully Executed Contracts** – Fully executed contracts (e.g., consultants, professional services, etc.)

9. **Equipment Leases** – Equipment leases for equipment, including automobiles, photocopiers, etc.

10. **Maintenance Agreements** – Maintenance agreements for equipment and other items.

In accordance with Exhibit U (Attestation Regarding Information Security Requirements), it is the responsibility of the Contractor to access the following link: https://dmh.lacounty.gov/contract-exhibits **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below**.

11. **Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)** – Contractor must access the link above, sign the exhibit, and submit to DMH.

12. **Exhibit Q - Information Security and Privacy Requirements for Contracts** – Contractor must access the link above for updated information annually.

13. **Exhibit R - DMH Contractor's Compliance with Information Security Requirements** – Contractor must access the link above, complete the exhibit in its entirety, sign and submit annually to DMH.

14. **Exhibit S - Confidentiality Oath for Non-DMH Workforce Members** – Contractor must access the link above, sign the exhibit and submit annually to DMH.

15. **Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)** – Contractor must access the link above, sign the exhibit and submit annually to DMH.

Contractor shall access the link above, sign, and submit Information Security Exhibits requiring signatures to the Contract Administrator listed in Exhibit E (County's Administration) via email.

PERFORMANCE STANDARDS AND OUTCOME MEASURES

CONTRACTOR: _____

Legal Entity Number:_____

Pursuant to the 24 Hour Residential Treatment Services Contract, Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN, Contractor shall be subject to the following standards and outcomes which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in the 24 Hour Residential Treatment Services Contract, Paragraph 3.0, Contractor may be subject to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are provided in the respective MHSA service exhibits that are part of the 24 Hour Residential Treatment Services Contract, as applicable.

Line ID	Outcomes Domains	Performance Standards	Method of Data Collection
1		State mandated (California Welfare and Institutions Code (WIC) §§ 5612 and 5613)	California Consumer's Perception Survey - MHSIP[1], YSS[2] and YSS-F[3] survey instruments.
2	Access to Services	Client received continuity of care by being seen within five business days of discharge from an acute psychiatric hospital.	County DMH's claims processing information system data repository.
3		Clients were able to receive services at convenient times and locations.	MHSIP, YSS and YSS - F survey instruments.
4		Clients and other providers have access to up-to-date provider and practitioner information in order to best support access-to-care. 95% of information is up-to-date within a 30 day period except information that must be updated immediately (e.g., when a provider is no longer available).	Network Adequacy Provider and Practitioner Application (NAPPA)
5		Clients requesting an initial appointment are offered appointments to be seen within 10 business days of request.	Service Request Log (SRL), Service Request Tracking System (SRTS), Claims Data
6	Client Satisfaction	Child/youth and families report that they had someone to talk to when they were troubled.	YSS and YSS-F survey instruments.
7		Clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F surveys.
8	Clinical Effectiveness	Families of child/youth and child/youth get along better with family members.	YSS and YSS-F surveys instruments.
9		Families of child/youth and child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.
10		Families report child/youth are doing better in school and/or work.	YSS-F survey
11		Transitional Age Youth are doing better in school and/or work.	YSS survey
12		Adult/older adult clients are doing better in school and/or work.	MHSIP survey
13		Adult/older adult clients report they deal more effectively with daily problems and/or report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey

[1] MHSIP -- Mental Health Statistics Improvement Program and is used for adult and older adult surveys.
[2] YSS - Youth Services Survey for Youth.
[3] YSS-F -Youth Services Survey for Families.

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

Los Angeles County Department of Mental Health

OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

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

Part 1. Applicant/Vendor Information

Name of Entity (Legal name as it appears on tax identification form)	Provider # (if currently enrolled in CA Medicaid	NPI Number

Doing Business As	Street Address	City	State	Zip Code

Telephone Number	Fax Number	E-mail Address

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

☐ **If Non-Profit Organization, Please check this Box**

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

☐ **NO (If No, please sign below)** ☐ **YES (If yes, please completed A, B, C, D and sign below)**

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

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

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

☐ **No** ☐ **Yes (If yes, please complete below)**

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

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

Name	FEIN/SSN	DOB	Position Title

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

☐ **No** (if No, please sign below) ☐ **Yes** (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

Provider Statement

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

Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	Title	Date

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 **Title** **Date**

(Stamped signatures NOT accepted)

_____ _____

Print Name **Telephone Number**

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

In accordance with Paragraph 9.3 of the Contract, (CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION), Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

_____ (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal information (PI); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: https://dmh.lacounty.gov/contract-exhibits **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below:**

- Exhibit N – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit Q – Information Security and Privacy Requirements for Contracts
- Exhibit R – DMH Contractor's Compliance with Information Security Requirements
- Exhibit S – Confidentiality Oath for Non-DMH Workforce Members
- Exhibit T – Electronic Data Transmission Trading Partner Exhibit (TPE)

Further, Contractor agrees to comply with the terms and conditions of the exhibits listed above, which are by this reference made a part of the Contract. Contractor understands that it is the Contractor's responsibility to access the link above, sign and submit the listed Information Security Exhibits requiring signatures via email to the Contract Administrator listed in Exhibit E (County's Administration).

Name of authorized official (Official Name)_____
Printed name

Signature of authorized official _____ Date _____

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the "Contractor"), certify that on County Contract _____[ENTER CONTRACT NUMBER AND NAME]:

____ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

____ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

_____
_____
_____

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

_____ _____
Signature Date

_____
Title

_____
Company/Contractor Name