

**MASTER AGREEMENT FOR
EATING DISORDERS AND ELECTROCONVULSIVE THERAPY SERVICES**

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COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

RFSWO NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY WORK ORDER DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

RFSWO NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

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 address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

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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,

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

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

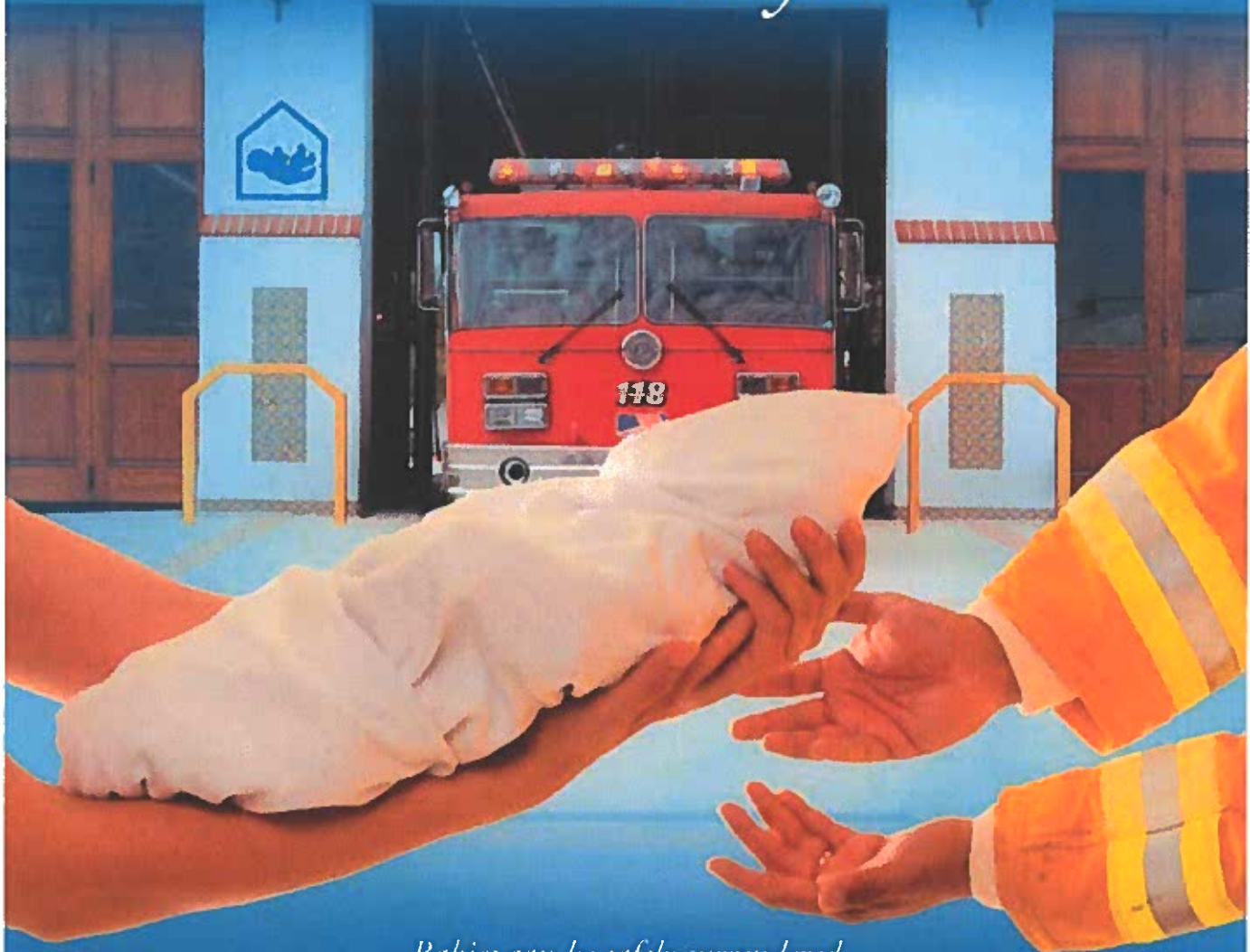
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.

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

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
EATING DISORDERS SERVICES**

EXHIBIT F

**REQUEST FOR STATEMENT OF QUALIFICATIONS
STATEMENT OF WORK**



**Eating Disorders Services
Statement of Work (SOW)
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STATEMENT OF WORK (SOW)

INTRODUCTION

The Los Angeles County (LAC or County) Department of Mental Health (DMH or Department), as the Local Mental Health Plan (LMHP), is required to provide, or arrange and pay for, all medically necessary Covered Specialty Mental Health Services, including eating disorders, to Medi-Cal Beneficiaries. Covered Specialty Mental Health Services include psychiatric hospital services as defined in Title 9 section 1810.238 of the California Code of Regulations. The County provides services to Medi-Cal Beneficiaries requiring specialized treatment not immediately available through County hospitals or through facilities operated by or under contract to the LMHP. Such specialized treatment is provided to Medi-Cal Beneficiaries that demonstrate severe illness related to eating disorders (ED) that cannot be managed in a lower level of care, as demonstrated by a failure to improve in response to multiple psychiatric and medical hospitalizations, and intensive outpatient services in coordination with a Medi-Cal Beneficiary's mental health and medical providers.

1.0 SCOPE OF WORK

Contractor shall treat Medi-Cal Beneficiaries that require psychiatric inpatient hospital services and meet applicable criteria set forth in Title 9 section 1820.205 as identified and referred by LACDMH only. LACDMH will authorize a Medi-Cal Beneficiary's admission to the psychiatric facility operated by Contractor as identified in the Master Agreement.

ED services shall be provided by Contractor solely on an as needed basis, and only to those referred by LACDMH. There is no guaranteed number of referrals. There is no guaranteed funding associated with this Master Agreement (MA). Reimbursement will only be made for clients referred by LACDMH with accompanying clinical documentation of care services provided and invoices that substantiate the referral and services provided. Please see Statement of Work (SOW) Exhibit F-3 and SOW Exhibit F-4 for further detail.

Exhibit F-1, SOW Technical Exhibits, describes and defines the array of specialty mental health services to be provided, as well as the admission criteria, intensity of service and the continued stay criteria for the four levels of service directed towards children, adolescents and adults, as shown below:

1. Eating Disorders Acute Inpatient Care Services
2. Eating Disorders Specialized Follow-up Residential Treatment Center
3. Eating Disorders Partial Hospitalization Program
4. Eating Disorders Intensive Outpatient Program (IOP)

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

- 2.1 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Master Agreement.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Master Agreement and any Work Order executed pursuant to the Master Agreement. The Plan shall be submitted to the LACDMH, upon request, for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all safety, health, and services inspections conducted by the Contractor.

3.2.1 Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to LACDMH upon request.

4.0 QUALITY ASSURANCE PLAN

LACDMH will evaluate the Contractor's performance under the Master Agreement and any Work Order executed pursuant to the Master Agreement using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.14, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall attend any meetings that may be schedule by LACDMH.

4.2 Contract Discrepancy Report (SOW Exhibit F-2)

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

LACDMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH within 60 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to LACDMH within 60 workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

A list of definitions can be found in Appendix H, Sample Master Agreement, Paragraph 2.

6.0 RESPONSIBILITIES

LACDMH's and the Contractor's responsibilities are as follows:

LACDMH

6.1 Personnel

LACDMH will administer the Master Agreement pursuant to, Paragraph 6.0, Administration of Contract - LACDMH. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Master Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.1 Amendments.
- 6.1.4 LACDMH shall send pre-authorization forms to the facility via fax.

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a Project Manager that shall have full authority to act for Contractor on all administrative matters related to the Master Agreement.
- 6.3.2 Project Manager shall act as a central point of contact with LACDMH.
- 6.3.3 Project Manager shall have a minimum of one year of experience managing programs for Acute Inpatient, Specialized Follow-up Residential Treatment Center, Partial Hospitalization, or Intensive Outpatient ED services for children, adolescents and adults with an ED Diagnosis.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 – Background and Security Investigations of the Master Agreement.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 – Contractor's Staff Identification of the Master Agreement.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employee(s).

6.7 Training

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.0 INTENTIONALLY OMITTED

8.0 WORK SCHEDULES

8.1 Contractor shall submit a work schedule for each facility to the County Project Director upon execution of the Master Agreement.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within 10 working days prior to scheduled time for work.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

Eating Disorders services range from acute inpatient programs (in which general medical care is readily available), residential programs, partial hospitalization programs and intensive outpatient care (in which the patient receives general medical treatment, nutrition counseling, and/or individual, group, and family psychotherapy). For complete descriptions of the Admission Criteria, Intensity of Service and Continued Stay criteria for each level of service please refer to Exhibit F-1, SOW Technical Exhibits.

10.1 Referrals

LACDMH will make all referrals to Contractor for the provision of ED services. Referrals will be made on an as needed basis and only when LACDMH deems them necessary. Referrals from LACDMH shall reflect the needs of the Department, client acuity, and placement in the least restrictive, and most

geographically advantageous environment. Self-referrals or referrals from other entities to ED contractors will not be accepted nor reimbursed.

10.2 Acute Inpatient Care

Housed within an acute psychiatric hospital setting, Acute Inpatient Care consists at a minimum of the following services:

- 10.2.1 Multidisciplinary assessment and treatment planning that addresses the beneficiary's nutritional, psychological, social, medical and substance abuse needs;
- 10.2.2 Medical and lab tests, including all relevant follow up;
- 10.2.3 Treatment by a physician seven days per week, including management of psychiatric medication;
- 10.2.4 Skilled nursing services provided by a Registered Nurse or Licensed Vocational Nurse are available 24 hours per day;
- 10.2.5 A Nutritional plan with identified target weight range and plan to achieve a gain of 1 to 2 pounds per week;
- 10.2.6 Care coordination with other clinicians providing treatment to the beneficiary; and
- 10.2.7 Discharge planning includes linkage to aftercare services and the development of an outpatient treatment plan.

10.3 Residential Treatment Program

The Residential Treatment program provides a comprehensive and specialized treatment services facility which furnishes a non-institutional, therapeutic community in which beneficiaries are supported in their efforts to develop, maintain and restore interpersonal and independent living skills and community support systems. These services include an all-inclusive structured treatment and rehabilitation program for beneficiaries with eating disorders diagnoses who require residential level of care, either following acute inpatient care or as an alternative to inpatient admission.

Intensive, structured specialized eating disorders services, provided seven days per week, including the following:

- 10.3.1 Evaluation by physician or equivalent professional within 72 hours of admission and at least once weekly;
- 10.3.2 Physical exam and lab tests done within 72 hours of admission if not done prior to admission;
- 10.3.3 24-hour skilled nursing services available on site to manage medical problems;
- 10.3.4 Within seven days of admission, an individualized treatment plan shall be completed, addressing nutritional, psychological, social, medical and substance abuse needs.

Treatment planning shall be consistent with the Medi-Cal Beneficiary's language, cognitive, speech and hearing abilities. The majority of treatment will be provided within the community setting. Treatment includes the following, at least once per day with each session lasting 60 to 90 minutes:

- 10.3.5 Community milieu group therapy;
- 10.3.6 Group psychotherapy;
- 10.3.7 Activity group therapy;
- 10.3.8 Once weekly individual therapy with a licensed provider;
- 10.3.9 Family supports identified and contacted for clients as follows: For adults, there should be, at least, weekly participation and, at least twice weekly participation for children and adolescents;
- 10.3.10 Care Coordination with other clinicians providing treatment; and
- 10.3.11 Discharge planning, including linkage to aftercare services, and development of an outpatient treatment plan.

10.4 Partial Hospitalization Program (PHP)

The Partial Hospitalization Program provides a structured multi-disciplinary treatment program as an alternative to acute inpatient and residential levels of care to allow beneficiaries to continue their recovery and avoid placement in a more restrictive setting.

PHP Program elements include the following:

- 10.4.1 Multidisciplinary treatment provided at least six hours per day, five days per week;
- 10.4.2 Treatment is individualized and not determined by the programmatic period;
- 10.4.3 Evaluation by physician upon admission with weekly visits or, if transferring from another intensive level of care those evaluations are obtained; and
- 10.4.4 Evaluation of substance use.

Treatment recommendations from these evaluations are integrated into the treatment plan. The treatment plan includes:

- 10.4.5 Targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors;
- 10.4.6 Nutritional assessment completed upon admission, with specific dietary intake and target weight goals;
- 10.4.7 Weekly measurement of weight, charting of calorie intake and percentage of dietary intake goals;
- 10.4.8 Community supports are identified;
- 10.4.9 Weekly family therapy for children and adolescents, with family members involved in groups and educational programs;
- 10.4.10 Care Coordination with other clinicians; and

- 10.4.11 Discharge planning, including linkage to aftercare services, and the development of an outpatient treatment plan.

10.5 Intensive Outpatient Program (IOP)

Provided within a community setting, the Intensive Outpatient Program consists of service provided by licensed clinicians for a minimum of three hours per day and three days per week as follows:

- 10.5.1 Evaluation by a physician is completed upon admission along with weekly visits;
- 10.5.2 Evaluation of substance use;
- 10.5.3 The treatment plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors;
- 10.5.4 The nutritional assessment includes specific dietary intake and target weight goals;
- 10.5.5 Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals;
- 10.5.6 Weekly family therapy for children and adolescents, with family members involved in group sessions; and
- 10.5.7 Care Coordination with other clinicians. Discharge planning, including linkage to aftercare services.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify LACDMH of Contractor's new green initiatives prior to commencement of the Master Agreement.

12.0 PERFORMANCE REQUIREMENTS

The Performance Requirements delineating required services that will be monitored by the LACDMH during the term of this Master Agreement are listed with each of the SOW Technical Exhibits 1 through 4 and serve as an important monitoring tool for the County.

All listings of services used as Performance Requirements are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW, the meaning apparent in the SOW and all Technical Exhibits will prevail.

SOW Exhibit F-1

Statement of Work Technical Exhibits

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PART 1 - EATING DISORDERS ACUTE INPATIENT CARE SERVICES

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA (*Co-morbid disorders may influence Level of Care*)

SEVERITY OF ILLNESS (SI)

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.

Must have one of 1-3 and both 4 and 5 to qualify:

1. Medical Complications attributable to the eating disorder, which typically include the following:
 - a. Vital Sign abnormalities: For adults, pulse rate <40, orthostatic pulse change >20, blood pressure <90/60, orthostatic bp change >10-20, temp <96-97 F. For children/adolescents, pulse rate <50 daytime, 45 nighttime, orthostatic pulse change >20, blood pressure <80/50, orthostatic bp change >10-20 and temp <96-97 F.
 - b. Electrolyte abnormalities, including hypokalemia or hypophosphatemia.
 - c. Cardiac compromise, including dysrhythmias or prolonged QTc.
 - d. Organ damage requiring treatment, including renal, hepatic, GI or cardiovascular.
 - e. Acute dehydration as shown by physical and lab findings requiring medical rehydration.
2. For Anorexia Nervosa, Body Mass Index (BMI) <15 or < 75% of individually estimated ideal body weight range, or, rapid weight loss combined with active refusal to eat on a trajectory showing that this BMI or weight will occur within a few days.
For Bulimia Nervosa or Eating Disorder NOS medical abnormalities (see SI 1) must be demonstrated and can be safely treated in a psychiatric unit and do not require intensity of a medical unit.
3. Severe eating disorder comorbid with psychiatric symptoms that would in themselves require inpatient treatment, such as suicidal ideation with intent or a feasible plan or other conditions that would meet Inpatient Psychiatric Severity of Illness criteria (if other Eating Disorder Inpatient criteria not met, Inpatient Psychiatric service should be used).
4. Worsening symptoms and behaviors despite current treatment in a structured outpatient ED service (IOP or PHP, or 2-3 times a week OP treatment involving an ED BH clinician, nutritionist and a qualified physician where intensive services not geographically available) with the likelihood that Inpatient treatment will result in improvement— this criterion not necessary if the Medi-Cal Beneficiary is actively resistant to treatment, actively uncooperative and/or has severely impaired insight and does not recognize any need for treatment.
5. Supervision required during and after all meals and in the evening to prevent restricting or excessive exercising/purging behaviors; for children/adolescents, family not able to supervise due to severe conflict or treatment resistance.

B. INTENSITY OF SERVICE (IS) Daily rate: \$1,500.00

Must have all of the following services provided to the Medi-Cal Beneficiary

1. Multidisciplinary assessment with a treatment plan which addresses nutritional, psychological, social, medical, and substance abuse needs.
2. Relevant medical tests including lab tests (electrolytes, chemistry, CBC, thyroid) and ECG done on admission and follow up tests done if any abnormality requiring intervention.
3. Documentation of treatment by a qualified physician seven (7) days a week, including management of psychiatric medication if indicated, or documentation as to why not used if indicated.
4. Individual therapy by a licensed provider at least once per week, family therapy by a licensed provider at least once per week for adults and twice per week for children/adolescents (unless contraindicated, with documentation for the reason).
5. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
6. Nutritional plan with target weight range and refeeding plan to achieve gain of 1-2 pounds per week (if low body weight is reason for admission).
7. 24-hour skilled nursing (by either an RN or LVN/LPN).
8. Discharge plan with recommended aftercare including coordination with outpatient treatment team or development of an outpatient treatment plan if not already present.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have 1 or 2 and 3-5 to qualify:

1. Progress in treatment is documented including: weight gain, increasing adherence with meal plan, medical stabilization, stabilization of acute psychiatric symptoms, cooperation with discharge planning; for treatment of low body weight with medical instability complicated by need for involuntary treatment, very poor insight and motivation or active treatment resistance and poor family/social support, level of weight gain may need to surpass admission criteria and reach a level that is consistent with medical and physical indications of malnutrition having stabilized and weight/BMI in low normal range.
2. Lack of progress or persistent symptoms/behaviors have resulted in changes to the treatment plan to address treatment resistance that has a likelihood of achieving progress.
3. The Medi-Cal Beneficiary is cooperative and responsive to treatment or treatment team has taken steps to treat involuntarily including petition for medical conservatorship, medication hearing or involuntary hospitalization.
4. For children/adolescents or dependent adults, family is actively involved in treatment and responsive to treatment recommendations.
5. For Medi-Cal Beneficiary's with chronic, persistent Eating Disorders where normal weight range or absence of binge/purge or non-purge bulimic symptoms has not been present for over one (1) year, the Medi-Cal Beneficiary is not at a level of control and stability consistent with their usual/baseline condition.

D. LICENSURE REQUIREMENTS

The Acute Inpatient Care Services program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Care Services must be approved by DMH.

PART 2 - EATING DISORDERS SPECIALIZED FOLLOW-UP RESIDENTIAL TREATMENT CENTER (RTC)

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA *(Co-morbid disorders may influence Level of Care)*

SEVERITY OF ILLNESS (SI)

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.

Must have all of the following to qualify:

1. If Anorexia Nervosa and weight restoration is goal, BMI between 15-18 or weight between 75%-85% of estimated ideal weight range and no signs or symptoms of acute medical instability that would require daily physician evaluation.
2. Comorbid psychiatric disorders are controlled or stable enough for the primary focus of treatment to be the eating disorder.
3. For Anorexia Nervosa, continued restricting and purging is leading to weight loss that is likely to lead to medical instability and need for inpatient treatment despite receiving structured outpatient ED treatment (IOP or PHP, or 2-3 times a week OP treatment involving an ED BH clinician, nutritionist and a qualified physician where intensive services not geographically available) with the likelihood that residential treatment will result in improvement; for Bulimia Nervosa, continued purging or excessive exercising is likely to cause medical instability or dehydration that would need inpatient treatment despite receiving the same level of outpatient treatment described above; or for either condition, the Medi-Cal Beneficiary has had multiple inpatient admissions within the past six (6) months with a failure to stabilize with outpatient aftercare.
4. Significant functional disruption from usual/baseline status in at least two domains (school/work, family, activities, ADL's) related to the eating disorder.
5. Based on past treatment history, usual level of functioning and comorbid psychiatric disorders, there is a reasonable expectation that the Medi-Cal Beneficiary will benefit from this level of care.
6. Living environment and support are characterized by either significant deficits or significant conflict or problems that would undermine goals of treatment such that treatment at a lower level of care is unlikely to be successful, and this can potentially be improved with treatment.

B. INTENSITY OF SERVICE (IS) Daily Rate: \$1,275.00

Must have all of the following services provided to the Medi-Cal Beneficiary:

1. Evaluation by a qualified physician or equivalent professional within 72 hours of admission and at least once weekly visits documented.
2. Physical exam and lab tests done within 72 hours if not done prior to admission, and 24 hour on site nursing and medical availability to manage medical problems if risk for medical instability identified as a reason for admission to this level of care.
3. Programming provided will be consistent with the Medi-Cal Beneficiary language, cognitive, speech and/or hearing abilities.
4. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
5. Within seven (7) days, an individualized problem focused treatment plan completed, including nutritional, psychological, social, medical and substance abuse needs to be developed based on a complex biopsychosocial evaluation, and this needs to be reviewed at least once a week for progress.
6. Treatment would include the following at least once per day and each lasting 60-90 minutes: community/milieu group therapy, group psychotherapy and activity group therapy plus at least once weekly individual therapy with a properly licensed provider.
7. Family supports identified and contacted within 72 hours and family/primary support person participation at least weekly for adults, twice weekly for children and adolescents, unless contraindicated.
8. Discharge planning initiated within one (1) week of admission including identification of community/family resources, connection or re-establishment of connection to an outpatient treatment team and coordination with that team.
9. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary's will be prepared to receive the majority of their treatment in a community setting.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have the following to qualify:

1. If low bodyweight a reason for admission, target weight for safe treatment on an outpatient basis listed and weight gain of 1-2 pounds per week documented.
2. Progress toward treatment goals is documented as shown by motivation on the part of the Medi-Cal Beneficiary and family, adherence to treatment recommendations including weight gain and acceptance of recommended dietary caloric intake if low body weight was a reason for admission and control of bingeing and purging or non-purging bulimic symptoms, but treatment goals that would allow continued treatment at a lower level of care have not been achieved; if progress not achieved then the treatment plan has been adjusted in a manner that is likely to achieve progress toward meeting treatment goals or treatment goals have been adjusted.

D. LICENSURE REQUIREMENTS

The Specialized Follow-Up Residential Treatment Center program must possess:

1. Congregate Living Health Facility license issued by the State of California Department of Public Health.
2. Other License issued by the State Department of Health Care Services must be approved by DMH.

PART 3 - EATING DISORDERS PARTIAL HOSPITALIZATION PROGRAM (PHP)

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA *(Co-morbid disorders may influence Level of Care)*

SEVERITY OF ILLNESS (SI)

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.

Must have all of the following to qualify:

1. Eating disorder behaviors and body weight are at levels where acute medical intervention is not needed, but without at least six (6) hour daily structured treatment at least five (5) days a week the Medi-Cal Beneficiary is likely to regress to needing a higher level of care.
2. Motivation, self-care skills and recognition of a need for treatment are sufficient for the Medi-Cal Beneficiary to reduce eating disorder behaviors and/or gain weight with outpatient treatment, but has not achieved progress with IOP or outpatient treatment at a twice weekly frequency.
3. If anorexic, restricting and if anorexic or bulimic, bingeing and purging or non-purging behaviors are present for at least three (3) hours every day and are causing significant functional impairment in at least two domains (work/school, family relations, activities).
4. The Medi-Cal Beneficiary has adequate support in their living environment and has access to this level of care.
5. Comorbid psychiatric conditions are stable enough for outpatient treatment and appropriate treatment is being provided to maintain this stability and is not the primary focus of treatment.

B. INTENSITY OF SERVICE (IS) Daily Rate: \$825.00

Must have all of the following services provided to the Medi-Cal Beneficiary:

1. Multidisciplinary treatment provided at least six (6) hours daily/ five (5) days a week.
2. A nutritional assessment is done on admission and if low body weight is a reason for admission then specific dietary intake and target weight goals are identified, with once weekly measurement of weight and daily charting of calorie intake/percentage of dietary intake goals.
3. A treatment plan includes targets of cognitive behavioral skills for controlling restricting for Medi-Cal Beneficiary's with anorexia, which may include supervised meals, and controlling bingeing, purging and non-purging behaviors for Medi-Cal Beneficiary's with anorexia and bulimia, and progress in gaining and utilizing skills is documented.
4. Evaluation by a qualified physician done upon admission and at least weekly visits are documented.
5. Medical and substance use evaluations are either done on admission or if transferring from another intensive level of care, those evaluations are obtained and recommended interventions incorporated into the treatment plan and appropriate interventions are documented as needed.
6. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
7. Community supports and resources are identified and the treatment plan includes developing or increasing their use.
8. Family therapy is provided at least once per week for children/adolescents and dependent adults and involvement of family members in groups and educational programs is documented (unless contraindicated).
9. Discharge planning including either development of a new outpatient treatment team or coordination with the existing team.
10. The Medi-Cal Beneficiary resides in a community setting while receiving partial hospitalization services and is not in a 24-hour residential treatment setting. Hours outside of the program are not supervised by any program staff members.
11. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary's will be prepared to receive the majority of their treatment in a community setting.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have the following to qualify:

1. Progress is documented but treatment goals have not been reached and continued progress and benefit from treatment is likely as shown by the Medi-Cal Beneficiary's and family's participation, attendance and evidence of motivation and acceptance of treatment recommendations, and if progress is not being achieved then the treatment plan is being adjusted in such a manner as to likely achieve progress or treatment goals are adjusted that are likely to be achieved.

D. LICENSURE REQUIREMENTS

The Partial Hospitalization Program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Services must be approved by DMH.

PART 4 - EATING DISORDERS INTENSIVE OUTPATIENT PROGRAM (IOP)

- A. Admission Criteria**
- B. Intensity of Service**
- C. Continued Stay Criteria**
- D. Licensure Requirements**

A. ADMISSION CRITERIA *(Co-morbid disorders may influence Level of Care)*

SEVERITY OF ILLNESS (SI)

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms.

Must have all of the following to qualify:

- 1. Eating disorder behaviors and body weight are at levels where acute medical intervention is not needed, but without three (3) hour daily structured treatment at least three (3) days a week the Medi-Cal Beneficiary is likely to regress or return to needing a higher level of care.**
- 2. Motivation, self-care skills and recognition of a need for treatment are sufficient for the Medi-Cal Beneficiary to reduce eating disorder behaviors and/or gain weight with outpatient treatment, but has not achieved progress with outpatient treatment up to twice weekly.**
- 3. The Medi-Cal Beneficiary has adequate support in their living environment and has access to this level of care.**
- 4. Comorbid psychiatric conditions are stable enough for outpatient treatment and appropriate treatment is being provided to maintain this stability and is not the primary focus of treatment.**

B. INTENSITY OF SERVICE (IS) Daily Rate: \$540.00

Must have all of the following services provided to the Medi-Cal Beneficiary:

1. Services are provided by appropriately licensed clinicians for a minimum of three (3) hours/ three (3) days per week.
2. A nutritional assessment is done on admission and if low body weight is a reason for admission then specific dietary intake and target weight goals are identified, with once weekly measurement of weight and daily charting of calorie intake/percentage of dietary intake goals.
3. A treatment plan includes targets of cognitive behavioral skills for controlling restricting for Medi-Cal Beneficiary's with anorexia, which may include supervised meals, and controlling bingeing, purging and non-purging behaviors for Medi-Cal Beneficiary's with anorexia and bulimia, and progress in gaining and utilizing skills is documented.
4. Medical, psychiatric and substance use evaluations are either done on admission or if transferring from another intensive level of care, those evaluations are obtained and recommended interventions incorporated into the treatment plan and appropriate interventions are documented as needed.
5. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medical Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
6. Community supports and resources are identified and the treatment plan includes developing or increasing their use.
7. Family therapy is provided at least once per week for children/adolescents and dependent adults and involvement of family members in groups and educational programs is documented (unless contraindicated).
8. Discharge planning including either development of a new outpatient treatment team or coordination with the existing team.
9. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary will be prepared to receive the majority of their treatment in a community setting.
10. The Medi-Cal Beneficiary resides in a community setting while receiving partial hospitalization services and is not in a 24-hour residential treatment setting.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have the following to qualify:

Benefit from treatment is likely as shown by the Medi-Cal Beneficiary's and family's participation, attendance and evidence of motivation and acceptance of treatment recommendations, and if progress is not being achieved then the treatment plan is being modified in such a manner as to likely achieve progress.

D. LICENSURE REQUIREMENTS

The Intensive Outpatient Program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Care Services must be approved by DMH.

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:****Prepared:** _____**Returned by Contractor:** _____**Action Completed:** _____**DISCREPANCY PROBLEMS:** _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of Contractor Representative_____
Date**COUNTY ACTIONS:** _____

_____**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Eating Disorders Services Master Agreement Billing Procedures

This Master Agreement is subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may affect the provisions or funding of this Master Agreement. This Master Agreement is also be subject to any additional restrictions, limitations, or conditions imposed by the federal government, which may affect the provisions or funding for this Master Agreement.

The Department will pay Contractor for eligible services provided under this Master Agreement and in accordance with the terms and conditions of these billing procedures.

- 1.0 As an express condition precedent to Contractor's eligibility for reimbursement under this Master Agreement, Contractor shall:
 - 1.1 Follow all LACDMH Provider Manual, Provider Alert procedures and other instructions from the Department.
 - 1.2 Obtain pre-authorization from the Department for client admission to eating disorders services on a weekly or, as needed, basis.
 - 1.3 Submitting correct and complete documentation within time line required in the Provider Manual.
 - 1.4 Follow all Integrated Behavioral Health Information System (IBHIS) Provider Connect User Manual and Provider Alert procedures. This shall include but are not limited to searching through IBHIS Provider Connect for existing unique client, creating admission episode and diagnosis, creating new unique client profile and other new requirements. Contractor's IBHIS admission entries will be returned to the contractor to have the IBHIS Provider Connect errors fixed via Heat Ticket. IBHIS Provider Connect errors shall include but are not limited to duplicate client creation, wrong admit date, wrong discharge date, wrong number of days requested, wrong Date of birth, wrong CIN number, wrong gender and others.
- 2.0 Invoices: Contractor shall submit claims on the Exhibit F-4, Invoice Form, for reimbursement by the 15th day of the following month after the month of service. A copy of the Invoice is attached for reference. The Contractor shall subtract any Share Of Cost received from the Contractor's reimbursement amount.
- 3.0 Recovery of Overpayments: When an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor has been overpaid under any Work Order executed pursuant to this Master Agreement, the overpayment shall be due by Contractor to County.
 - 3.1 For federal audit exceptions, federal audit appeal processes shall be followed. County recovery of federal overpayment shall be made in accordance with all applicable federal laws, regulations, manuals, guidelines, and directives.

- 3.2** For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within 60 days of the date of the applicable audit report or other determination of overpayment. If State recovers the overpayment from County before the end of such 60 days, then County shall immediately recover the overpayment from Contractor. Within 10 days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed 60 days. If Contractor does not so notify County within 10 days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by the Director of Mental Health (Director), or his designee, shall be immediately due and payable. The Contractor shall respond to the County's request within 30 days of the letter that includes information on the amount and date paid to the indigent client.
- 4.0** Contractor Appeal Procedures: Contractor shall appeal the processing or payment of any of its claims for Eating Disorder Services or the denial of any request for reimbursement of Eating Disorder.
- 5.0** County Audit Settlements: If, at any time during the term of this Master Agreement or at any time after the expiration or termination of this Master Agreement, authorized representatives of County conduct an audit or review regarding the Eating Disorders Services provided hereunder and if such audit or review finds that the dollar liability of County and/or federal governments for such services is less than the payments made by County to Contractor, then the difference shall be due by Contractor to County. Within 30 days after written notification by County to Contractor of any such difference due by Contractor to County, Contractor shall pay County by one cash payment.
- 5.1** Interest Charges on Delinquent Payments: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under any Work Order Executed pursuant to this Master Agreement within 60 days after the due date, as determined by Director, then Director, in Director's sole discretion and after written notice to Contractor, shall assess interest charges as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first (61st) day after the due date. The interest charges shall be paid by Contractor to County by cash payment upon demand.
- 6.0** Limitation of County's Obligation Due to Non-Appropriation of Funds: Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in County's Budget for each such fiscal year.
- 7.0** Suspension of Payments: Payments to Contractor under this Master Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Master Agreement. Except in cases of alleged fraud or similar

intentional wrongdoing, at least 30 calendar days' notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, contractor shall, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

8.0 County's Obligation for Current and Future Fiscal Years: Notwithstanding any other provision of this Master Agreement, this Master Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

9.0 County's Claims Processing Information System:

- 9.1** Contractor shall participate in the County's Processing Information System as required by Director or the Director's designee. Contractor shall report to County, all program, beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, Hospital Provider Manual, Provider Alerts and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each Fiscal Year in which the services were provided.
- 9.2** Notwithstanding any other provision of this Master Agreement, only those services preauthorized by DMH shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's Claims Processing Information System is accurate and complete. Contractor has responsibility to review all provider reports and to report any discrepancies to County's Claims Processing Information System representatives. Admission data must be entered by Contractor into the County's Claims Processing Information System within 24 hours of the time of admission.
- 9.3** After the close of the monthly County's Claims Processing Information System reporting period, no data and information relating to services for that month may be added without the written approval of Director or the Director's designee.
- 9.4** There may be good reasons that prevent Contractor from entering into the County's Claims Processing Information System all data and information documenting days of service before the close of a particular month. If, after the close of the monthly County's Claims Processing Information System reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor from timely entering such particular data and information into County's Claims Processing and Information System. Director or the Director's

designee may, at their sole discretion, approve in writing Contractor's request to enter the data and information into the County's Claims Processing Information System. Notwithstanding any other provision of this Master Agreement, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's Claims Processing Information System.

- 9.5 Contractor shall train its staff in the operation, procedures, policies, and all related use, of County's Claim 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 Claims Processing Information System.

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
Eating Disorder Invoice

Exhibit F-4

Provider Name: _____
Claim Month/Year: 2021

**MAKE CHECK PAYABLE TO:
ADDRESS:**

MONTH/YEAR OF CHARGE:

No.	CLIENT'S NAME	MIS #	Social Security #	Date Admitted	Svc From	Svc Thru	Level of Care	Days Pre-Authorized	Reimbursement Rate	Gross Claim	Less: Share of Cost	Net Claim
							Acute		\$ 1,500.00	\$ -	0.00	\$ -
							Residential		\$ 1,275.00	\$ -		\$ -
							PHP		\$ 825.00	\$ -		\$ -
							IOP		\$ 540.00	\$ -		\$ -
									\$ -	\$ -		\$ -
									\$ -	\$ -		\$ -
	Total							0		-	0.00	-

I hereby certify that the clients listed above were cared for in the above named facility for the periods stated.

Name of the Contractor Staff: _____ Phone Number: _____

Signature: _____
Administrator/Operator Facility Date

I hereby certify that, to the best of my knowledge, the above statement is correct in accordance with the law.

Name and Title: _____
(Print or Type Name) Approval Signature

(Print or Type Title) Facility Name/Provider # Date

DMH Approval	
Signature _____	Date _____
Name _____	Title _____

Note: PHP (Partial Hospitalization Program)
IOP (Intensive Outpatient Program)

GLOSSARY OF TERMS AND ACRONYMS

Acute Inpatient Care: Multidisciplinary assessment and Treatment (Tx) plan addressing nutritional, psychological, social, medical and substance abuse needs. Medical and lab tests, including follow up. Treatment by physician 7 days a week, including management of psychiatric medication. Twenty-four hour skilled nursing services provided by RN or LVN. Nutritional plan with identified target weight range and plan to achieve gain of 1 to 2 pounds weekly. Care coordination with other clinicians providing treatment to beneficiary. Discharge planning includes linkage to aftercare services and development of an outpatient treatment plan.

Co-occurring disorders: Substance use disorder, or other physical or developmental disorders as described in the American for Disabilities Act (ADA) in conjunction with a mental health diagnosis.

Contract Providers: Community based providers with LACDMH contracts for the delivery of mental health services and supports. Contract providers offer services throughout the county, and for all ages.

Cultural Competency: The practice of continuous self-assessment and community awareness by service providers to ensure specific needs regarding linguistic, socioeconomic, educational, spiritual and ethnic experiences of consumers and their families/support systems relative to their care.

DMH: Department of Mental Health, County of Los Angeles.

Family members: Includes any person who is in a familial or close personal relationship with someone who has behavioral health issues; including but not limited to: parents, siblings, relatives, other caregivers, and others.

HIPAA: The Health Insurance Portability and Accountability Act (HIPAA) was enacted by the U.S. Congress in 1996. Title II of HIPAA defines numerous offenses relating to health care, and sets civil and criminal penalties for violations thereof. It also creates several programs to control fraud and abuse within the health care system. The most significant provisions of Title II are its Administrative Simplification rules. Title II requires the Department of Health and Human Services (HHS) to draft rules aimed at increasing the efficiency of the health care system by creating standards for the use and dissemination of health care information.

Inpatient Settings: A locked setting, such as Hospitals and Institutes for Mental Disease (IMD), wherein mental health services are provided.

Intensive Outpatient Program (IOP): Service provided by appropriately licensed clinicians for a minimum of 3 hours, 3 days per week. Evaluation by physician is completed upon admission along with weekly visits. Substance use evaluation. TX plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors. Nutritional assessment, with specific dietary intake and target weight goals. Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals. Weekly Family Therapy for children/adolescents, family members involved in groups. Care Coordination with other clinicians. Discharge (D/C) plan includes linkage to aftercare services.

Legal Entity: The legal organizational structure under California law.

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

Partial Hospitalization Program (PHP): Includes multidisciplinary treatment provided at least 6 hours a day, five days a week. Treatment is individualized and not determined by programmatic period. Evaluation by physician upon admission with weekly visits or if transferring from another intensive level of care those evaluations are obtained. Substance use evaluation. Treatment recommendations from these evaluations are integrated into the TX plan. TX plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors. Nutritional assessment completed upon admission, with specific dietary intake and target weight goals. Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals. Community supports identified as a part of TX plan. Weekly Family therapy for children/adolescents, family members involved in groups and educational programs. Care Coordination with other clinicians. D/C plan includes linkage to aftercare services, development of outpatient TX plan.

Protected Health Information (PHI): Any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record, or payment history.

Public Mental Health System: When used in this document, the phrase *public mental health system* is defined as the County of Los Angeles, Department of Mental Health and its contracted service providers.

Recovery Model: A goal of mental health care in which consumer care is individualized, self-directed and strength based.

Residential Treatment Center (RTC): Includes evaluation by physician or equivalent professional within 72 hours of admission and at least once weekly. Physical exam and lab tests done within 72 hours if not done prior to admission. 24-hour skilled nursing services available on site to manage medical problems. Within 7 days an individualized TX plan completed, including nutritional, psychological, social, medical and substance abuse needs. TX plan consistent with Medi-Cal Beneficiary's language, cognitive, speech and hearing abilities. The majority of treatment provided in a community setting. Treatment includes the following at least once per day each session lasting 60 to 90 minutes: community milieu group therapy; group psychotherapy; activity group therapy; and once weekly individual therapy with a licensed provider. Family supports identified and contacted with weekly participation for adults and twice weekly for children and adolescents. Care Coordination with other clinicians providing treatment. Discharge planning includes linkage to aftercare services, development of an outpatient TX plan.

Resilience: The ability to overcome, cope and/or adjust to significant challenges that present in life.

RFS: Request for Services (RFS) is a solicitation based on proposed solutions in response to a defined need of the County. After evaluation of submitted Proposals, Contracts are recommended for award to the Proposer/Proposers who submits the Proposal deemed to be in the overall best interest of the County, (generally the highest-ranking Proposer). An RFS is used when the county wants to add an additional service to an already existing program or contract agency.

Statement of Work (SOW): Written description of services desired by County for a specific work order.

Threshold Language: The California Department of Mental Health tracks how many people are served in each county in the area of mental health. If a county has 3,000 Medi-Cal consumers that speak a certain language, then that language becomes a "threshold language," and the county is required to provide services and written materials in that language. Los Angeles County has 13 threshold languages; most counties in California have 1-3 languages. These languages are Armenian, Cambodian/Khmer, Cantonese, English, Farsi, Korean, Mandarin, other- Chinese, Russian, Spanish, Tagalog, Arabic and Vietnamese.

Underserved/Inappropriately Served: Individual diagnosed with a serious mental illness and/or a serious emotional disturbance, however services are either unavailable or insufficient to address the mental health needs.

Unserved: Individual seeking, but unable to access, mental health services due to the lack of bilingual/bicultural services or other factors both institutional, personal or community referenced.

**Electroconvulsive Treatment (ECT) Services
Statement of Work (SOW)**

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STATEMENT OF WORK (SOW)

INTRODUCTION

The Los Angeles County (LAC or County) Department of Mental Health (DMH or Department), as the Local Mental Health Plan (LMHP), is required to provide, or arrange and pay for, all medically necessary covered Specialty Mental Health Services, including Electroconvulsive Treatment (ECT), to Medi-Cal beneficiaries and uninsured clients. ECT is a planned induction of a seizure through electrical means for therapeutic purposes (Title 9 California Code of Regulations (9 CCR § 836 (a))).

1.0 SCOPE OF WORK

Contractor shall provide outpatient ECT services on an as-needed basis, and only to those clients referred and pre-authorized by LACDMH. There is no guaranteed number of referrals.

- 1.1 LACDMH will assess whether clients meet the criteria for ECT to address their included diagnosis. If other less invasive treatments have been ineffective, LACDMH will pre-authorize outpatient ECT services and coordinate treatment with the Managed Care Plan (MCP) for shared clients.
- 1.2 LACDMH is responsible for payment of outpatient ECT psychiatric professional services only. Reimbursement for outpatient ECT psychiatric professional services will only be made for clients referred by LACDMH.
- 1.3 Contractor shall invoice LACDMH only for the outpatient ECT psychiatric professional services. Any other related services (facility fees, anesthesia, etc.) shall be billed directly to the MCP.

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

- 2.1 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Master Agreement.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Master Agreement. The Plan shall be submitted to LACDMH, upon request, for review. The Plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all safety, health and services inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

3.2.1 Record(s) shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

LACDMH will evaluate the Contractor's performance under the Master Agreement using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.14, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall attend any meetings that may be scheduled by LACDMH.

4.2 Contract Discrepancy Report (SOW Exhibit F-2)

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

LACDMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH within 5 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to LACDMH within a period mutually agreed upon by LACDMH and the Contractor.

4.3 County Observations

In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

A list of definitions can be found in SOW Exhibit F-1-5.

6.0 RESPONSIBILITIES

LACDMH's and the Contractor's responsibilities are as follows:

LACDMH

6.1 Personnel

LACDMH will administer the Master Agreement pursuant to Paragraph 6.0, Administration of Contract - LACDMH. Specific duties will include:

6.1.1 Monitoring the Contractor's performance of as-needed ECT services.

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.1 Amendments.
- 6.1.4 LACDMH shall send pre-authorization approval for ECT services to the facility via secured email and/or facsimile (fax).

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a Project Manager that shall have full authority to act for Contractor on all administrative matters related to the Master Agreement.
- 6.3.2 Project Manager shall act as a central point of contact with LACDMH.
- 6.3.3 Project Manager shall have a minimum of one year of experience managing programs for outpatient ECT services.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 – Background and Security Investigations of the Master Agreement.
- 6.4.3 Prior to commencing work under this SOW and if/when revisions occur, Contractor shall submit to LACDMH its ECT policy and procedures manual.
- 6.4.4 Contractor is responsible for designating required tasks to the appropriately qualified staff. These responsibilities must be clearly defined in the Contractor's ECT policy and procedure manual.
- 6.4.5 Contractor shall ensure that the ECT psychiatrist is credentialed and privileged by the facility to perform ECT. Contractor shall provide LACDMH a credentialed and privileged list of ECT psychiatrists upon request.

6.5 Identification Badges

- 6.5.1 Contractor shall ensure its employees are appropriately identified as set forth in Paragraph 7.4 – Contractor's Staff Identification of the Master Agreement.

6.6 Materials and Equipment

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employee(s).

6.7 Training

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.0 INTENTIONALLY OMITTED

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide outpatient ECT services to clients referred by LACDMH, on an as-needed basis.

10.1 Referrals – LACDMH will pre-authorize all referrals. Self-referrals or referrals from other entities will not be reimbursed by LACDMH.

10.2 Contractor shall provide outpatient ECT Services upon referral and receipt of the following from LACDMH:

1. signed Informed Consent Form from the client;
2. the Pre-Treatment Review Committee Statement form; and
3. patient's medical records to include treatment history.

10.3. Post-Treatment Review Committees

10.3.1 The LACDMH Director, or designee, shall establish a Post ECT Treatment Review Committee (Committee) consisting of providers within the Contractor facility providing ECT (9 CCR § 847 (b)).

10.3.2 The Committee shall consist of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect who will verify the appropriateness and need for such treatment (9 CCR § 847 (a),(b)).

10.3.3 The Committee shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

10.3.4 The Committee shall review all ECT services given in the Contractor's facility on a quarterly basis (9 CCR § 847 (a)).

- 10.3.5 Records submitted to the Committee shall be de-identified, except where disclosure is otherwise authorized by WIC § 5328, et seq. (9 CCR § 847 (b)).
- 10.3.7 Records compiled by the Committee shall be subject to review in the same manner as are the records of other hospital utilization and audit committees and to other regulations (WIC § 5326.91).
- 10.3.8 Committee members shall enjoy the same immunities as other persons serving on utilization, peer review, and audit committees of health care facilities (WIC § 5326.91).
- 10.3.9 Refusal by any facility or physician to submit ECT cases for review, shall be reported by the review committee to LACDMH's Director or designee who may take any or all of the actions specified in (9 CCR § 847 (c)).

10.4 Treatment and Duration of ECT

- 10.4.1 ECT shall be considered excessive if more than 15 treatments are given to a patient within a 30-day period, or a total of more than 30 treatments are given to a patient within a one-year period (9 CCR § 849 (a)).
- 10.4.2 If, in the judgment of the ECT attending physician, additional ECT that exceed the limits established above are indicated, prior approval must be obtained from LACDMH, (9 CCR § 847 (b)).
- 10.4.3 Requests for approval shall include the following:
 - 10.4.3.1 Documentation of the diagnosis;
 - 10.4.3.2 The clinical findings leading to the recommendation for the additional treatments;
 - 10.4.3.3 The consideration of other reasonable treatment modalities and the opinion that additional treatments pose less risk than other potentially effective alternative available for the particular patient at the present time; and
 - 10.4.3.4 The maximum number of additional treatments shall be specified.
- 10.4.4 LACDMH shall act upon any such request within seven days of its receipt and shall document the maximum number of approved additional treatments. All applicable informed consent procedures shall also be followed (9 CCR § 847 (b)).

10.5 Monthly Reporting Requirements

- 10.5.1 Contractor shall report to LACDMH on the Monthly Report Administered Convulsive Treatments Form (Attachment 3) on a monthly basis for

outpatient ECT services performed during the prior month. (9 CCR § 838 (b)). The Monthly Report must be on the form established by LACDMH.

10.5.2 When more than one seizure is induced in a single treatment section, each seizure shall be considered a separate treatment for record-keeping and reporting purposes (9 CCR § 836 (a)).

10.5.3 All deaths occurring during the administration of ECT must immediately be reported to the LAC Department of Medical Examiner-Coroner and LACDMH.

10.5.4 If an autopsy is performed, a report of the coroner's findings must accompany the monthly report. If autopsy findings are unavailable, this fact and the reason for this fact must be documented in the monthly report.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify LACDMH of Contractor's new green initiatives upon request.

12.0 PERFORMANCE REQUIREMENTS

The Performance Requirements that will be monitored by LACDMH during the term of this Master Agreement are delineated in this SOW and all SOW Exhibits F-1-2 through F-1-6.

All listings of services used as Performance Requirements are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW, the meaning apparent in the SOW and all Technical Exhibits will prevail.

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

Signature of County Representative

Date

Signature of Contractor Representative

Date

Signature of Contractor Representative

Date

CONTRACTOR NOTIFIED OF ACTION:
County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Electroconvulsive Therapy Services Master Agreement Billing Procedures

Any funding for Electroconvulsive Therapy (ECT) Services provided through this Master Agreement (MA) are subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may affect the provisions or funding of ECT Services. Any funding for ECT Services provided through this MA are also subject to any additional restrictions, limitations, or conditions imposed by the federal government, which may affect the provisions or funding for ECT Services.

The Department of Mental Health (DMH) will pay Contractor for eligible ECT Services provided under this MA and in accordance with the terms and conditions of these billing procedures.

1.0 In order to receive reimbursement, Contractor shall:

- 1.1 Follow all LACDMH Provider Alerts, procedures, and other instructions from DMH.
- 1.2 Obtain pre-authorization referral from DMH for clients receiving ECT services on an as needed basis.
- 1.3 Submitting correct and complete documentation within timeline required in the LACDMH policies and procedures #200.06.

2.0 Invoices: Contractor shall submit Psychiatrist Services claims for the prior month on Exhibit F-1-4A, Invoice Summary Form and Exhibit F-1-4B Invoice Detail, for reimbursement by the 15th day of the following month after the month of service. The Invoice Summary and Detail forms are attached for reference. The Contractor shall subtract any share of cost received from the Contractor's reimbursement amount. The Invoice Summary indicates the units, rates, share of cost, and net payment. The Invoice Detail indicates the name(s) of client(s), name of psychiatrist, date of service, unit session, rate, share of cost, net payment, etc. Ensure that the forms are completed and signed before submitting to the designated DMH email address. Only psychiatrist services will be reimbursed.

3.0 Recovery of Overpayments: If at any time during the term of this MA, or at any time after the expiration or termination of this MA, an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor, in the provision of ECT services, has been overpaid under this MA, the overpayment shall be due by Contractor to County. County will provide Contractor with written notice regarding overpayment, amount due to County and timeframe to pay to County.

3.1 Interest Charges on Delinquent Payments: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Master Agreement within a pre-established due date, as determined by Director, then Director, in Director's sole discretion and after written notice to Contractor, may assess interest charges as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on a date as determined by DMH.

4.0 Contractor Appeal Procedures: Contractor may appeal the processing or payment of any of its claims for ECT Services, or the denial of any request for reimbursement of ECT Services.

5.0 Suspension of Payments: Payments to Contractor under this MA shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this MA. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days' notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor shall, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

6.0 County's Claims Processing Information System:

6.1 Contractor shall participate in the County's Claims Processing Information System (CPIS) as required by Director or designee. Contractor shall report to County all program, beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, Hospital Provider Manual, Provider Alerts and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each fiscal year in which the services were provided.

6.2 Notwithstanding any other provision of this MA, only those services preauthorized by DMH shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's CPIS is accurate and complete. Contractor shall review all provider reports and report any discrepancies to County's CPIS representatives. Admission data must be entered by Contractor into the County's CPIS within 24 hours of the time of admission.

6.3 After the close of the monthly County's CPIS reporting period, no data or information relating to services for that month may be added without the written approval of Director or designee.

6.4 There may be good reasons that prevent Contractor from entering into the County's CPIS all data and information documenting days of service before the close of a particular month. If, after the close of the monthly CPIS reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor from timely entering such particular data and information into County's CPIS. Director or designee may, at their sole discretion, approve in writing Contractor's request to enter the data and information into the County's CPIS. Notwithstanding any other provision of this MA, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's CPIS.

6.5 Contractor shall train its staff in the operation, procedures, policies, and all related use, of County's CPIS as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's CPIS.

**INVOICE SUMMARY
PAYMENT REQUEST**

PROVIDER NAME		CLAIM PERIOD	
PROVIDER #			
SERVICE TYPE			
ECT - Psychiatrist Services Only			
TOTAL UNIT OF SERVICE	GROSS COST	SHARE OF COST	NET BILLING
	\$0.00		\$0.00
ADJUSTMENTS:			
TOTAL CLAIMED	0	\$0.00	\$0.00

I hereby certify that the clients listed above were cared for in the above named facility for the period stated.

Signature: _____

Administrator/Operator

Facility

Date

I hereby certify that to the best of my knowledge, the above statement is correct in accordance with the law.

Name and Title: _____

Administrator

Approval Signature

Date

FOR INTENSIVE CARE DIVISION (ICD) ADMINISTRATION USE ONLY:

ICD ADMINISTRATION APPROVAL SIGNATURE		DATE	
TOTAL UNIT OF SERVICE	GROSS COST	SHARE OF COST	NET BILLING
0	\$0.00	\$0.00	\$0.00
APPROVED CLAIM AMOUNT			
COMMENTS:			

Provider Name _____

MONTH/YEAR OF CHARGE:

Month	Year
-------	------

[illegible]

Retro Share of Cost (SOC):									
Total Retro SOC								\$ -	\$ -
Net Billing						0	\$ -	\$ -	\$ -

I hereby certify that the clients listed above were cared for in the above named facility for the periods stated.
I hereby certify that, to the best of my knowledge, the above statement is correct in accordance with the law.

Signature of Contractor's Administrator/Operator

Date _____

Print Name _____

Print Title

GLOSSARY OF TERMS AND ACRONYMS

Beneficiary: “Patient” or “client” are individuals that are recipients of the services in this contract. These terms may be used interchangeably.

Contractor: Contracted providers with LACDMH for the delivery of ECT mental health services for all ages. The Contractor will bill LACDMH for psychiatrist services and bill Managed Care Plan for the facility cost and the anesthesiologist services.

Cultural Competency: The practice of continuous self-assessment and community awareness by service providers to ensure specific needs regarding linguistic, socioeconomic, educational, spiritual and ethnic experiences of consumers and their families/support systems relative to their care.

Electroconvulsive Therapy (ECT): planned induction of a seizure through electrical means for therapeutic purposes.

Family members: Includes any person who is in a familial or close personal relationship with someone who has behavioral health issues, including but not limited to: parents; siblings; relatives; other caregivers; and others.

Health Insurance Portability and Accountability Act (HIPAA): enacted by the U.S. Congress in 1996. Title II of HIPAA defines numerous offenses relating to health care, and sets civil and criminal penalties for violations thereof. It also creates several programs to control fraud and abuse within the health care system. The most significant provisions of Title II are its Administrative Simplification rules. Title II requires the Department of Health and Human Services (HHS) to draft rules aimed at increasing the efficiency of the health care system by creating standards for the use and dissemination of health care information.

Intensive Care Division (ICD): This is the Division in Los Angeles County Department of Mental Health that has responsibility for contracting related to higher levels of care for Specialty Mental Health Services. This Division will review, authorize, and assist with linking the patient to a contracted ECT provider within the Los Angeles County Department of Mental Health Network.

Local Mental Health Plan (LMHP): Provider of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries. The LMHPs are required to provide or arrange for the provision of SMHS to beneficiaries in their counties that meet medical necessity criteria, consistent with the beneficiaries’ mental health treatment needs and goals. In Los Angeles County, the LMHP is the Department of Mental Health.

Managed Care Plan (MCP): Established networks of organized systems of care, which emphasize primary and preventive health care (e.g., LA Care or HealthNet).

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

Monthly Report Administered Convulsive Treatments Form: Form established by LACDMH for the Contractor to report on a monthly basis ECT services performed during the prior month. (9 CCR § 838 (b)).

Post-Treatment Review Committee: The Contract Hospital shall establish this committee, which consists of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect to verify the appropriateness and need for such treatment (9 CCR § 847 (a),(b)).

Pre-Authorized: Mental Health services that requires pre-authorization from Los Angeles County Department of Mental Health.

Protected Health Information (PHI): Any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record, or payment history.

Public Mental Health System: When used in this document, the phrase *public mental health system* is defined as the Los Angeles County Department of Mental Health and its contracted service providers.

Referrals: LACDMH's official recommendation of Beneficiaries for ECT services that have been preauthorized by LACDMH.

Statement of Work (SOW): Written description of services desired by County for specific services.

Threshold Language: The California Department of Mental Health tracks how many people are served in each county in the area of mental health. If a county has 3,000 Medi-Cal consumers that speak a certain language, then that language becomes a "threshold language," and the county is required to provide services and written materials in that language. Los Angeles County has 13 threshold languages; most counties in California have 1-3 languages. These languages are Armenian, Cambodian/Khmer, Cantonese, English, Farsi, Korean, Mandarin, other- Chinese, Russian, Spanish, Tagalog, Arabic and Vietnamese.

Underserved/Inappropriately Served: Individual diagnosed with a serious mental illness and/or a serious emotional disturbance, however services are either unavailable or insufficient to address the mental health needs.

Unserved: Individual seeking, but unable to access, mental health services due to the lack of bilingual/bicultural services or other factors both institutional, personal or community referenced.

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH



Policy Title: Reporting Electroconvulsive Therapy (ECT) to State Authorities

Policy Number: 300.02

Policy Category:

Distribution Level: 1 & 2

Office Responsible for Review of this Policy: Office of Clinical Operations/Intensive Care Division, Central Authorization Unit

I. PURPOSE

Electroconvulsive Treatment (ECT) is a planned induction of a seizure through electrical means for therapeutic purposes ((9 CCR § 836 (a))).

II. OVERVIEW

This procedure identifies ECT requirements specific for the following categories: voluntary patients, patients under guardianship or conservatorship, involuntary patients, and minors.

This procedure does not describe additional requirements specific to persons eligible for regional center services who may require ECT for mental disorder. For more information on specific requirements to this group, see 17 CCR § 50801 et seq.

III. DEFINITIONS

Director: Director for Los Angeles County Department of Mental Health (LACDMH), the Mental Health Plan for Los Angeles County.

ECT Treating Physician: Physician that provides ECT treatment to patient.

Electroconvulsive Treatment: A planned induction of a seizure through electrical means for therapeutic purposes ((9 CCR § 836(a))).

ICD Consulting Physician: Physician selected from Mental Health Plan to authorize ECT treatment in collaboration with the pre-treatment committee.

Outpatient Consulting Physician: Physician from mental health outpatient clinic referring patient for ECT services.

Outpatient Treating Physician: Physician providing primary mental health services to patient in the outpatient clinic.

Transcranial Magnetic Stimulation (TMS): A noninvasive procedure that uses magnetic fields to stimulate nerve cells in the brain to improve symptoms of depression. TMS is typically used when other depression treatments (medications and psychotherapy) haven't

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been effective. This treatment for depression involves delivering repetitive magnetic pulses, TMS doesn't require sedation with anesthesia.

Written Informed Consent: A person knowingly and intelligently, without duress or coercion, clearly and explicitly manifests consent to the proposed treatment to the treating physician and in writing on the standard consent form prescribed in Welfare and Institutions Code (WIC) § 5326.4 and 5326.5(a).

IV. PROCEDURE

Pre-Authorization Requirements:

Inpatient ECT shall not require authorization by the Local Mental Health Plan. However, all patients shall meet Title 9 medical necessity criteria for acute inpatient psychiatric treatment at admission (9 CCR § 1820.205). Inpatient providers are to maintain their own ECT consulting psychiatrists list and provide their own consultants for ECT utilizing their Credentialing and Privileging guidelines.

Outpatient ECT shall require prior authorization. It may be approved under the following circumstances:

- The patient has begun ECT on an inpatient basis and requires continuing treatments, but no longer meets criteria for inpatient care.
- The patient is receiving outpatient services and requires ECT treatment but does not meet criteria for an inpatient admission.
- The patient has sufficient community support for safe outpatient ECT. Support may be provided by the patient's personal resources (such as family and friends) or may be arranged by the outpatient treating psychiatrist or treatment team, such as home health services, if available.

Assessment of Capacity and Informed Consent: Written, informed consent shall be a requirement of ECT. A person shall be deemed to have the capacity to consent or to refuse to consent to ECT if it is determined that such a person has actually understood and can knowingly and intelligently act upon the information specified in 9 CCR § 840 (a).

Understanding of the potential benefits and risks of the proposed treatment is the primary factor in determining such capacity to consent or refuse to consent (9 CCR § 840 (a)).

A person shall not be deemed to lack capacity to consent or refuse consent solely by virtue of any psychiatric or medical diagnosis (9 CCR § 840 (b)).

Only the client may give that consent, unless a Superior Court determines that the client

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lacks capacity, in which case the Superior Court will appoint a responsible relative, conservator or guardian to consider the consent. Consent shall be for a specified maximum number of treatments over a specified maximum period of time not to exceed 30 days. Additional treatments in number or time not to exceed 30 days, shall require a renewed written informed consent (WIC §§ 5236.7 (d), 5326.75 (a)).

Consent shall be revocable by the patient at any time before or between treatments. Such withdrawal of consent may be either oral or written and shall be given effect immediately (WIC §§ 5326.7 (d), 5326.75 (a)).

The outpatient treating physician is required to obtain written informed consent from each patient through use of the standard State Department of Health Care Services Electroconvulsive Treatment Informed Consent Form (DHCS 1800 - Attachment 1).

While the conservator is among those to whom proposed convulsive treatment to a conservatee must be fully explained, the conservator lacks authority to consent to that treatment in the absence of a Superior Court determination that the client is incapable of giving consent. At any time during the course of ECT treatment of a person who has been deemed incompetent, that person shall have the right to claim regained competency. Should he/she do so, the person's competency must be reevaluated, involving the client's attorney, the attending psychiatrist, and the Superior Court as delineated in WIC § 5326.7. For involuntary clients, state regulations require that a review committee of the clients' record by a committee of two physicians, at least one of whom shall have personally examined the client. Involuntary ECT requires both physicians on the review committee to be in agreement with the treating psychiatrist.

Twenty-four hours must pass after the explanation by the psychiatrist of potential risks and benefits of ECT before the consent form may be signed by the client. Written informed consent may be withdrawn by the client (or consenting party) verbally or in writing at any time prior to or between treatments.

Pre-Treatment Review Committee:

When the patient gives written informed consent for ECT after a minimum delay of 24 hours, the treating physician will contact the Mental Health Plan.

The outpatient treating physician is required to complete the Electroconvulsive Treatment, Pre-treatment Review Committee Statement (300.02-Attachment 2) following consultation with outpatient facility staff which may be a DMH Supervising Psychiatrist or any outpatient clinic psychiatrist regarding the need for ECT treatment for patient and submit

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it to LACDMH (WIC § 53267 (b)). The two outpatient psychiatrists must be in agreement regarding ECT service.

The statement will indicate that the treating psychiatrist has reviewed the treatment record of the patient which included the psychiatric history and examination and indicating the reason for the choice of ECT, that all reasonable treatment modalities have been carefully considered, that ECT is definitely indicated, and that ECT is the least drastic alternative available for the patient at the time.

The determination for the need for ECT shall be based on community standard guidelines (usually moderate to severe primary affective disorder):

When not responsive to less intensive forms of treatment (e.g. Transcranial Magnetic Stimulation (TMS)), when the patient is unable to tolerate other forms of treatment, or when the patient's psychiatric illness is so severe that relief of symptoms is medically urgent and documents this in the patient's medical record.

The decision to administer ECT is based on an evaluation of the risks and benefits for the individual patient and involves a combination of factors, including psychiatric diagnosis, type and severity of symptoms, prior treatment history and response, identification of possible alternative treatment options, and consumer preference.

ECT may be considered as a treatment for patients exhibiting syndromes (such as: severe major depression, acute mania, mood disorders with psychotic features, schizophrenia and catatonia) and have shown insufficient improvement with prescribed treatment(s), which usually includes pharmacotherapy. In addition to lack of substantial clinical response, other reasons to use ECT include intolerance to side effects of medication or other treatments, deterioration in condition, or appearance of suicidality or pronounced lethargy. In the context of referral for ECT, patients who have not responded to psychotherapy alone should not be considered as having a treatment resistant mental illness – regardless of diagnosis.

The pre-treatment review committee will include one physician appointed by the outpatient treatment clinic or facility and one shall be appointed by the Director (WIC § 5326.7(b)). The physician selected from the list of board-certified or board-eligible psychiatrists or neurologists is considered "appointed" by the Director. It is the responsibility of each hospital to maintain a list of board-certified or board-eligible psychiatrists or neurologists approved by the Director to provide second opinions regarding suitability of ECT in involuntary situations.

Candidate names for this list must be submitted to the Director along with Curriculum Vitae. Once approved on behalf of the Director, the names will remain active so long as that physician remains a member in entirely good standing, without practice restrictions, at the applicable hospital. Additional names may be added from time to time by submitting

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them to the Director. An email receipt of approval will be considered sufficient evidence that approval has been obtained on behalf of the Director.

A review of the patient's treatment record is conducted by a committee of two physicians, at least one of whom shall have personally examined the patient. Both shall be either board-certified or board-eligible psychiatrist or board-certified or board-eligible neurologist (WIC § 5326.7(b)).

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

It shall be the responsibility of the local mental health Director to promulgate a list of physicians eligible to serve as local mental health director appointees to pre-treatment review committees. The facility shall select one physician from the list. The physician selected from this list is considered "appointed by the local mental health Director" (LACDMH).

The review committee must unanimously agree with the treating physician's determinations described in Section 4.3.1 (WIC § 5326.7(b)). Such agreement shall be documented in the patient's treatment record and on the Pre-Treatment Review Committee Statement (Attachment 2) signed by both physicians (WIC § 5326.7(b)).

In addition to making decisions about voluntary ECT, the review committee may review cases related to involuntary treatment.

Once the required documentation has been received by the pre-treatment committee, and case discussion has been completed, a determination will be made regarding treatment authorization for the patient. The required documentation includes:

- Medical Record
- Electroconvulsive Treatment, Pre-Treatment Review Committee Statement (300.02 - Attachment 2)
- Standard State Department of Health Care Services Electroconvulsive Treatment Informed Consent Form (DHCS 1800 - Attachment 1)

The determination will be communicated to the outpatient treating psychiatrist by secure email or by phone message.

The Intensive Care Division (ICD) will assist with linking the patient to a contracted ECT provider within the Los Angeles County Department of Mental Health Network.

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V. SPECIFIC REQUIREMENTS FOR VOLUNTARY PATIENTS and PERSONS WITH CAPACITY

ECT may be provided to a voluntary patient when all of the following conditions are met:

- The attending or treating physician enters adequate documentation in the patient's treatment record of the reasons for the procedure, that all reasonable treatment modalities have been carefully considered, that the treatment is definitely indicated, and is the least drastic alternative available for the patient at the time (WIC § 5236.75 (a)).
Such statements in the treatment record shall be signed by the attending and treating physician or physicians (WIC § 5236.75 (a)).
- The attending physician believes the patient has the capacity to give written informed consent.

VI. REQUIREMENTS FOR PERSONS UNDER GUARDIANSHIP OR CONSERVATORSHIP OR THOSE WHO LACK CAPACITY

ECT may be provided to a patient with guardians or conservators and persons detained under WIC §§ 5150, 5250, 5260, 5270.10 or 5300, when all of the following conditions are met:

- The attending physician enters adequate documentation in the patient's treatment record of the reasons for the procedure, that all reasonable treatment modalities have been carefully considered, that treatment is definitely indicated, and is the least drastic alternative available for this patient at this time (WIC § 5326.7 (a)).
Statements in the treatment record shall be signed by the attending and treating physician or physicians (WIC § 5326.7 (a)).
- A review of the patient treatment record shall be conducted by members of the pre-treatment review committee, two physicians, at least one of whom shall have personally examined the patient. One physician shall be appointed by the facility and one shall be appointed by the local mental health Director. Both shall be either board-certified or board-eligible psychiatrist or board-certified or board-eligible neurologist (WIC § 5326.7 (b)).
- A responsible relative of the person's choosing and the person's guardian or conservator, if there is one, should be given an oral explanation of the consent by the attending physician (WIC § 5326.7 (c)).

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In this context, responsible relatives include the spouse, parent, adult child or adult brother or sister of the person (WIC § 5326.7 (d)).

Should the person desire not to inform a relative or should such a chosen relative be unavailable, this requirement is dispensed with (WIC § 5326.7 (c)).

If the attending physician believes the patient does not have the capacity to give a written informed consent, then a petition shall be filed in Superior Court (Department 95) to determine the patient's capacity to give written informed consent (WIC § 5326.7 (f)).

When WIC § 5326.7 (e) requires a person's attorney to make a determination as to the person's capacity or incapacity to give written informed consent, the attorney shall make an independent judgment of capacity (9 CCR § 840 (c)).

If the attorney believes the patient does not have the capacity to give written informed consent, then a petition shall be filed in Superior Court (Department 95) to determine the patient's capacity to give written informed consent (WIC § 5326.7 (f)).

- If the court determines that the patient does not have the capacity to give written informed consent, the treatment may be performed upon gaining the written informed consent from the responsible relative or guardian or conservator of the patient (WIC § 5326.7 (g)).
- At any time during the course of treatment of a person who has been deemed incompetent, that person shall have the right to claim regained competency. Should the person do so, the person's competency must be reevaluated (WIC § 5326.7 (h)).

VII. REQUIREMENTS FOR MINORS FROM 12 TO 15 YEARS OF AGE

Under no circumstances shall convulsive treatment be performed on a minor under 12 years of age (WIC § 5326.8). Persons 12 through 15 years of age may be administered ECT if all requirements specific to involuntary patients and patients under guardianship or conservatorship have been met, and the following conditions are met:

- It is an emergency situation and ECT is deemed a lifesaving treatment (WIC § 5326.8 (a)).

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- This fact and the need for and appropriateness of the treatment are unanimously certified by a review board of three board-eligible or board-certified child psychiatrists appointed by the local mental health Director.

The treating physician or the facility must contact the LACDMH Intensive Care Division for information on assembling the pre-treatment review board.

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5236.55).

Review board agreement shall be documented in the patient's treatment record and signed by all three physicians (WIC § 5326.7 (b)).

- If substituted consent is authorized by the court, and the minor is not emancipated, the custodial parent or parents or the individual or agency with legal custody, shall be considered the guardian for the purposes of granting or withholding substituted consent (9 CCR § 845(c)).
- ECT is otherwise performed in full compliance with the regulations promulgated by the Director of the State Department of Health Care Services (WIC § 5326.8 (c)).
- The treatment is thoroughly documented and reported immediately to the Director of the State Department of Health Care Services (WIC § 5326.7 (d)).

VIII. REQUIREMENTS FOR MINORS 16 AND 17 YEARS OF AGE

Persons aged 16 or 17 who are voluntary patients may themselves grant or withhold consent for ECT to the same extent as adults who are voluntary patients (9 CCR § 845 (d)).

The oral explanation may not be given without the minor's consent. (Health and Safety Code § 123115(a)).

Persons aged 16 or 17 who are detained under WIC §§ 5250, 5260, 5270.15, 5300 or 5585.50 are subject to (9 CCR § 845 (B)).

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The oral explanation described may not be given without the minor's consent (Health and Safety Code § 1231 51 (a)).

If substituted consent is authorized by the court and the minor is not emancipated, the custodial parent or parents or the individual or agency with legal custody shall be considered the guardian for the purposes of granting or withholding substituted consent (9 CCR § 845 (c)).

Persons aged 16 or 17 who have conservators or court appointed guardians are subject to guidelines for persons under guardianship or conservatorship (9 CCR § 845 (b)).

The oral explanation described in section for person under guardianship or conservatorship may not be given without the minor's consent, (Health and Safety Code § 1231 15 (a)).

IX. POST-TREATMENT REVIEW COMMITTEES

Any facility in which ECT is performed whether on a voluntary or an involuntary patient, shall designate a qualified committee of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect to verify the appropriateness and need for such treatment (9 CCR § 847 (a)).

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

The committee shall review all convulsive treatments given in that facility on a quarterly basis (9 CCR § 847 (a)).

If treatments are initiated in a facility and then continued outside that facility, the physician who continues treatments shall report the total number of treatments to the facility. Any such treatments shall be reviewed by the facility's review committee (9 CCR § 847 (a)).

For ECT not included under the previous section (including outpatient programs), the local mental health Director shall approve the establishment of a post ECT treatment review committee by the entity providing ECT (9 CCR § 847 (b)).

This committee shall consist of three psychiatrists and/or neurologists, and shall meet on a quarterly basis to verify the appropriateness and need for such treatment (9 CCR § 847 (b)).

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

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Records submitted to these committees shall be de-identified, except where disclosure is otherwise authorized by WIC § 5328 et seq. (9 CCR § 847 (b)).

Records of these committees will be subject to review in the same manner as are the records of other hospital utilization and audit committees and to other regulations as are promulgated (WIC § 5326.91).

Persons serving on review committees described in previous section will enjoy the same immunities as other persons serving on utilization, peer review, and audit committees of health care facilities (WIC § 5326.91).

Refusal by any facility or physician to submit ECT cases for review, shall be reported by the review committees to the Director of State Department of Health Care Services who may take any or all of the actions specified in Section 4.10.2.2 (9 CCR § 847 (c)).

X. TREATMENT AND DURATION OF ECT

ECT shall be considered excessive if more than 15 treatments are given to a patient within a 30-day period, or a total of more than 30 treatments are given to a patient within a one-year period (9 CCR § 849 (a)).

If, in the judgment of the attending physician, more than the above limits are indicated, prior approval must first be obtained from the review committee of the facility whichever is appropriate (9 CCR § 847 (b)). Requests for approval shall include the following:

- Documentation of the diagnosis;
- The clinical findings leading to the recommendation for the additional treatments;
- The consideration of other reasonable treatment modalities and the opinion that additional treatments pose less risk than other potentially effective alternatives available for the particular patient at the present time; and
- The maximum number of additional treatments shall be specified.

The review committee shall act upon any such request within seven days of its receipt and shall document the maximum number of approved additional treatments. All applicable informed consent procedures shall also be followed (9 CCR § 847 (b)).

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XI. STATE REPORTING REQUIREMENTS

Quarterly, any such facility that has performed ECT during the prior quarter, or that considers ECT a part of the facility's program, shall report to the local mental health Director. These reports shall be made regardless of whether or not any of these treatment methods were used during the quarter (9 CCR § 838 (b)).

The local mental health Director shall transmit reports received to the Director of the State Department of Health Care Services, or to the office designated by the Director, by the last day of the month following the end of the quarter (9 CCR § 838.8).

Likewise, any physician who considers ECT a service that he/she provides, and whose use of ECT is not included in any facility's report, must submit a quarterly report to the local mental health Director even if such treatment was not administered during that particular quarter (9 CCR § 838 (b)).

The local mental health Director shall transmit copies of all quarterly reports received to the Director of the State Department of Health Care Services, or to the office designated by the Director, by the last day of the month following the end of the quarter (9 CCR § 838.3).

When more than one seizure is induced in a single treatment section, each seizure shall be considered a separate treatment for records-keeping and reporting purposes (9 CCR § 836 (a)).

Quarterly, the Director of Health Care Services shall forward to the Medical Board of California any records or information received from the quarterly ECT reports indicating violation of the law and the regulations that have been adopted thereto (WIC § 5326.15(c)).

XII. LOCAL REPORTING REQUIREMENTS

All ECTs performed in Los Angeles County must be reported on the Monthly Report Administered Convulsive Treatments Form (Attachment 3) on a monthly basis to the Director of the local Department of Mental Health (DMH).

Monthly reports must be submitted on forms promulgated by the Director of DMH.

All deaths occurring during the administration of ECT must be immediately reported to the Los Angeles County Department of Medical Examiner-Coroner.

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If an autopsy is performed, a report of the coroner's findings should accompany the monthly report.

If autopsy findings are unavailable, this fact and the reason for this fact must be documented in the monthly report.

XIII. VIOLATION OF STATUTORY REQUIREMENTS

Any alleged or suspected violation of an individual's statutory rights related to ECT shall be investigated by the local Director of mental health or designee. Violations of requirements shall also be investigated by the Director of the State Department of Health Care Services or designee (WIC § 5326.9 (a)).

If it is determined by the local Director of Mental Health or the Director of the State Department of Health Care Services that a right has been violated, a formal notice of violation shall be issued (WIC § 5326.9 (a)).

Upon issuing a notice of violation, either the local Director of Mental Health or the Director of Health Care Services may take any or all of the following actions:

- Assign a specified time period during which the violation shall be corrected (WIC § 5326.9 (b) (1)).

Refer the matter to the Medical Board of California or other professional licensing agency (WIC § 5326.9 (b) (2)).

Revoke a facility's designation and authorization under WIC § 5404 to evaluate and treat persons detained involuntarily (WIC § 5326.9 (b) (3)).

Refer any violation of law to a local district attorney or the Attorney General for prosecution in any court with jurisdiction (WIC § 5326.9 (b) (4)).

- A facility, clinic, or physician who fails to submit the reports by the 15th of the month following completion of the quarter, shall be notified by the local Mental Health Director of the legal obligation to submit these reports (9 CCR § 838.2).

Failure to comply within 15 days after such notification shall be reported to the Director of the State Department of Health Care Services who may take any or all of the actions specified in Section 4102.2 (9 CCR § 838.2).

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XIV. AUTHORITIES

California Welfare and Institutions Code Sections 5150 to 5404

California Health and Safety Code Section 123115 (a)

California Code of Regulations Title 9 Sections 835 to 849

California Code of Regulations Title 17 Sections 50801 et seq.

XV. ATTACHMENTS

1. Informed Consent Form for Electroconvulsive Treatment (DHCS 1800) (English and Spanish Versions)
2. Electroconvulsive Treatment Pre-Treatment Review Committee Statement
3. Monthly Report of Administered Convulsive Treatments

XVI. RESPONSIBLE PARTY

Los Angeles County Department of Mental Health (LACDMH)
Intensive Care Division (ICD)
Medical Director

XVII. SIGNATURE, TITLE, and DATE OF APPROVAL

Name/Title

Date

COVID-19 Vaccination 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]:

*Contractor Personnel includes subcontractors.

_____ 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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



INFORMATION SECURITY CONTRACT/AGREEMENT REQUIREMENTS

This Exhibit sets forth information security requirements and procedures to be established by Contractor/Business Associate before the effective date of the Contract/Agreement and maintained throughout the term of the Contract/Agreement. These requirements and procedures are a minimum standard and are in addition to the requirements of the Contract/Agreement and any other Arrangements between the parties. However, it is Contractor/Business Associate's sole obligation to: (i) implement appropriate measures to secure its systems and all Information (as defined by County Board of Supervisors Policy 6.104), against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Contract/Agreement by Contractor/Business Associate, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract/Agreement, to immediately terminate the Contract/Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract/Agreement.

1. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor/Business Associate acknowledges and agrees that due to the unique nature of County Non Public Information (NPI) there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of Section 5 (Confidentiality) shall constitute a material breach of this Contract/Agreement and be grounds for immediate termination of this Contract/Agreement in the exclusive discretion of the County.

2. INFORMATION SECURITY PROGRAM

Contractor/Business Associate shall establish and maintain a company-wide Information Security Program (Information Security Management System [ISMS]) designed to evaluate risks to the confidentiality, availability and integrity of the information in their possession.

Contractor/Business Associate's Information Security Program shall include the creation and maintenance of security policies, standards and procedures (collectively "Information Security Policy"). The Information Security Policy will be communicated to all Contractor/Business Associate personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats/risks.

3. PROPERTY RIGHTS TO INFORMATION

All Information, as defined by County Board of Supervisors Policy 6.104 - Information Classification Policy, provided for the County or collected by Contractor/Business Associate on behalf of the County, is deemed property of the County and shall remain the property of County and County shall retain exclusive rights and ownership thereto.

The County Information shall not be used by Contractor/Business Associate for any purpose other than as required under this Contract/Agreement, nor shall such information or any part of such information be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor/Business Associate or commercially exploited or otherwise used by, or on behalf of, Contractor/Business Associate, its officers, directors, employees, or agents. Contractor/Business Associate may assert no lien on or right to withhold from County, any information it receives from, receives addressed to, or stores on behalf of, County.

Notwithstanding the foregoing, Contractor/Business Associate may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor/Business Associate ; provided that no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, County or a County, and such Information cannot be associated or matched with an identifiable profile or personally identifiable information. Contractor/Business Associate specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR/BUSINESS ASSOCIATE'S USE OF INFORMATION



Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than observation and reporting to the County on County's usage of the Information and making recommendations for improved usage.

5. CONFIDENTIALITY

- a) **Non-public Information.** Contractor/Business Associate agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); (c) any non- public information as defined in the Gramm-Leach-Bliley Act or the California Financial Information Privacy Act, and (d) any Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential". To be deemed "Non-public Information" (NPI) as defined in Board of Supervisors Policy 6.104 – Information Classification Policy, trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b) **Nondisclosure of NPI.** NPI provided by the County either before or after Contract/Agreement award shall only be used for its intended purpose. Contractor/Business Associate and Subcontractors shall not utilize nor distribute County NPI in any form without the prior express written approval of the County.
- c) **Non-Disclosure Obligation.** While performing work under this Contract/Agreement, the Contractor/Business Associate and Subcontractors may encounter NPI such as personal information, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor/Business Associate shall not disclose or publish any information and material received or used in performance of this Contract/Agreement. This obligation is perpetual. The Contract/Agreement imposes no obligation upon the Contractor/Business Associate with respect to County NPI which the Contractor/Business Associate can establish that: a) was in the possession of, or was rightfully known by the Contractor/Business Associate without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract/Agreement; c) is obtained by the Contractor/Business Associate in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor/Business Associate without the participation of individuals who have had access to the County's or the third party's NPI. If the Contractor/Business Associate is required by law to disclose NPI the Contractor/Business Associate shall notify the County of such requirement prior to disclosure.
- d) **Personally Identifiable Information.** "Personally Identifiable Information" (PII) shall mean any information about an individual maintained by an organization or other entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

In connection with this Contract/Agreement and performance of the services, Contractor/Business Associate may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Contract/Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- e) **Treatment of County Non-public Information.** Without limiting any other warranty or obligations specified in this Contract/Agreement, and in particular the Confidentiality provisions of the Contract/Agreement, during the term of this Contract/Agreement and thereafter in perpetuity, Contractor/Business Associate will not gather, store, log, archive, use, or otherwise retain any County NPI in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any County NPI to any third-party, except as expressly required to perform its obligations under this Contract/Agreement or as Contractor/Business Associate may be expressly directed in advance in writing by County.

Contractor/Business Associate represents and warrants that Contractor/Business Associate will use and process County NPI only in compliance with (a) this Contract/Agreement, (b) County's then current information security and privacy policies, and (c) all applicable County, state, and federal laws and regulations.



- f) Retention of County Non-public Information.** Contractor/Business Associate will not retain any County NPI for any period longer than necessary for Contractor/Business Associate to fulfill its obligations under this Contract/Agreement or required by Contractor/Business Associate's records retention policies and applicable law.
- g) Return of County Non-public Information.** On County's written request or upon expiration or termination of this Contract/Agreement for any reason, Contractor/Business Associate will promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's NPI; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract/Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor/Business Associate, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 5(a) of this Exhibit, and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 5(a) and (b) of this Exhibit have been delivered to County or destroyed, as requested by County.

On termination or expiration of this Contract/Agreement, County will return or destroy all Contractor/Business Associate's information marked as confidential (excluding items licensed to County hereunder or that provided to County by Contractor/Business Associate hereunder), at County's option.

6. CONTRACTOR/BUSINESS ASSOCIATE PERSONNEL

Within the limitations of law, Contractor/Business Associate shall screen and conduct background investigations on all Contractor/Business Associate personnel, Contractor/Business Associate s and third-parties as appropriate to their role, with actual or potential physical or logical access to County's NPI for potential security risks. Such background investigations, based on the individual's role and interaction with NPI, may include criminal and financial history and will be repeated on a regular basis.

Contractor/Business Associate shall require all employees and Contractor/Business Associate s to sign an appropriate written confidentiality/non-disclosure agreement.

All agreements with third-parties involving access to Contractor/Business Associate's systems and information, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems.

Contractor/Business Associate shall supply each of its Contractor/Business Associate personnel with appropriate, ongoing training regarding information security procedures, risks, and threats.

Contractor/Business Associate shall have an established set of procedures to ensure Contractor/Business Associate personnel promptly report actual and/or suspected breaches of security.

7. STORAGE, TRANSMISSION AND DESTRUCTION OF COUNTY NON-PUBLIC INFORMATION

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

8. HARDWARE RETURN

Upon termination or expiration of the Contract/Agreement or at any time upon County's request, Contractor/Business Associate shall return all hardware, if any, provided by County to County.

The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County.

9. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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



10. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor/Business Associate shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect information and computer media from theft and unauthorized access.

11. ACCESS CONTROL

Subject to and without limiting the requirements under Section 7 (Storage, Transmission and Destruction of Information), County's NPI: (i) may only be made available and accessible to those parties explicitly authorized under the Contract/Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County's Chief Information Security Officer in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier and protected using encryption technology designated by Contractor/Business Associate and approved by County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor/Business Associate at off-site facilities.

Contractor/Business Associate shall implement formal procedures to control access to County systems, services, and/or data, including, but not limited to, user account management procedures and the following controls:

- a) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b) Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c) Applications will include access control to limit user access to information and application system functions; and
- d) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor/Business Associate shall record, review and act upon all events in accordance with incident response policies set forth below.

In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor/Business Associate shall ensure all County NPI, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices as discussed in Section 7 (Storage, Transmission and Destruction of County Non-Public Information).

12. SECURITY INCIDENT

A "Security Incident" shall mean the successful unauthorized access, use, disclosure, or modification of County NPI or interference with system operations in an information system.

- a) Contractor/Business Associate will promptly notify, within three (3) business days after the detection, the County's Chief Information Security Officer by telephone and subsequently via written letter of any Security Incidents.
- b) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. Contractor/Business Associate will provide a quarterly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County's Chief Information Security Officer on or before the first (1st) week of each calendar quarter (January, March, June and September). County or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor/Business Associate's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County NPI.
- c) Notwithstanding any other provisions in this Contract/Agreement, Contractor/Business Associate shall be liable for all damages, fines, corrective action and legally required notifications arising from a security incident that results in unauthorized access, modification, destruction or compromise of County Information caused by Contractor/Business Associate's weaknesses, negligence, errors, or lack of information security or privacy controls or provisions hereunder.



13. AUDIT

When not prohibited by regulation, Contractor/Business Associate will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor/Business Associate or a third party; and (2) corrective actions or modifications, if any, Contractor/Business Associate will implement in response to such audits.

During the term of this Contract/Agreement, County or a mutually agreed third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor/Business Associate's Information Security Management System (ISMS), data center, services and/or systems containing or processing County Information.

The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County.

County's request for security audit will specify the scope and areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that the results may be filtered to remove the specific information of other Contractor/Business Associate customers such as IP address, server names, etc.

Contractor/Business Associate shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor/Business Associate agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

14. SPECIFIC SOFTWARE AS A SERVICE (SaaS) CONTRACTUAL TERMS AND CONDITIONS

a) **License.** Subject to the terms and conditions set forth in this Contract/Agreement, including payment of the license fees by County to Contractor/Business Associate, Contractor/Business Associate hereby grants to County a non-exclusive, non-transferable worldwide license to use the service during the term of this Contract/Agreement to achieve the purposes stated herein, as well as any documentation and training materials.

b) **Business Continuity.** In the event that Contractor/Business Associate's infrastructure or Information becomes lost, damaged or destroyed, Contractor/Business Associate shall immediately, and not longer than one (1) business day, implement the Contractor/Business Associate's Business Continuity Plan, in order to continue to provide the service. Contractor/Business Associate's obligation to reimburse the County's costs related to lost, damaged or destroyed Information shall be determined by the County.

The plan, at a minimum, shall include the services of a third-party recovery provider for which the County shall be the first in the order of recovery among Contractor/Business Associate's customers. The third-party recovery provider shall provide and assist Contractor/Business Associate in its operations, system management and technical support.

The Contractor/Business Associate shall include in its Business Continuity Plan a service offering, a distributed IT Infrastructure and a mirrored critical system, Contractor/Business Associate will assist the County in providing such a system within one (1) Day of the County's notification.

In the event that the service is interrupted, the Information may be accessed and retrieved within two (2) hours at any point in time. Additionally, Contractor/Business Associate shall store a backup of all Information in an off-site "hardened" facility no less than daily, maintaining the security of Information, the security requirements of which are described herein.

c) **Enhancements, Upgrades, Replacements and New Versions.** The Contractor/Business Associate agrees to Provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor/Business Associate initiates or generates that are within the scope of the products licensed and that are made available at no charge to other Contractor/Business Associate customers.

During the term of this Contract/Agreement, the Contractor/Business Associate shall notify the County of the availability of newer versions of the software and within thirty (30) Days provide the County with this new version.



The Contractor/Business Associate shall provide any Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the software as they are made available. The Contractor/Business Associate shall also provide installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or new versions.

During the Contract/Agreement term, Contractor/Business Associate shall not delete or disable a feature or functionality unless the Contractor/Business Associate provides sixty (60) Days advance notice and the County provides written consent to the deleted or disabled feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County.

d) Contractor/Business Associate's Use of Information. Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than the following:

i) May observe and report back to the County on County's usage of the service and make recommendations for improved usage.

e) Disposition of Information; Back-up Information. County retains the right to use the service to access and retrieve County content and data stored on Contractor/Business Associate's infrastructure at its sole discretion.

Contractor/Business Associate shall back up Information once in each 24-hour period.

f) Location of Information. Contractor/Business Associate warrants and represents that it shall store and process County Information and content only in the continental United States and that at no time will County Information traverse the borders of the continental United States in an unencrypted manner.

g) Data Center Audit and Certification. An SOC 3 audit certification shall be conducted annually and a copy of the results provided to the County both during and prior to the commencement of the Contract/Agreement. The results of the SOC 3 audit and Contractor/Business Associate's plan for addressing or resolving the audit findings shall be shared with the County within ten (10) business days of Contractor/Business Associate's receipt of the audit results. Contractor/Business Associate agrees to provide the County with the current SOC 3 audit certification upon the County's request.

At its own expense, the County shall have the right to confirm Contractor/Business Associate's infrastructure and security practices via an onsite inspection at least once a year. In lieu of an on-site audit and upon the County's request, Contractor/Business Associate shall complete an audit questionnaire regarding Contractor/Business Associate's information security program.

h) Services Provided by a Subcontractor. Prior to the use of any Subcontractor for SaaS services under this Contract/Agreement, Contractor/Business Associate shall notify the County of the Subcontractor(s) that will be involved in providing any services to the County and obtain the County's written consent.

In the event that Contractor/Business Associate terminates its agreement with the Subcontractor, Contractor/Business Associate shall first allow the County to assume all of the rights and obligations of Contractor/Business Associate under the agreement and to transfer the agreement to the County, provided there shall be no changes in the services requirement. Contractor/Business Associate shall provide the County with advance written notice of its intent to terminate the Subcontractor agreement and at least thirty (30) Days to respond and indicate whether the County wishes to assume the rights and obligations under the Subcontractor agreement.

i) Information Import Requirements at Termination. Within one (1) Day of notification of termination of this Contract/Agreement, the Contractor/Business Associate shall provide the County with a complete and secure copy of all County Information suitable for import into commercially available database software (e.g. MS-SQL), such as XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. These files will be comprised of data contained in the Contractor/Business Associate's system. The structure of the relational database will be specific to the data and will not be representative of the proprietary Contractor/Business Associate database.

j) Termination Assistance Services. During the ninety (90) Day period prior to, and or following the expiration or termination of this Contract/Agreement, in whole or in part, Contractor/Business Associate agrees to provide reasonable termination assistance services at no additional cost to the County, which may include:



- i) Developing a plan for the orderly transition of the terminated or expired SaaS from Contractor/Business Associate to the successor;
- ii) Providing reasonable training to County staff or the successor in the performance of the SaaS then being performed by Contractor/Business Associate;
- iii) Using its best efforts to assist and make available to County any third-party services then being used by Contractor/Business Associate in connection with the SaaS; and
- iv) Such other activities upon which the parties may agree.

15. CERTIFICATION

The County must receive within ten (10) business days of its request, a certification from Contractor/Business Associate (for itself and any Subcontractors) that certifies and validates compliance with the minimum standard set forth above. In addition, Contractor/Business Associate shall maintain a copy of any validation/attestation reports that its product(s) generate, and such reports shall be subject to audit in accordance with the agreement. Failure on the part of the Contractor/Business Associate to comply with any of the provisions of this Exhibit, Information Security Contract/Agreement Requirements shall constitute a material breach of this arrangement upon which the County may terminate or suspend this agreement.

16. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES

During the term of this contract/ agreement, Contractor/Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Contractor/Business Associate may be asked to re-submit the Exhibit R to document the change.

17. COMPLIANCE

Contractor/Business Associate shall provide information about its information security practices by completing Exhibit R "LACDMH Contractor/Business Associate's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor/Business Associate certifies that it will be in compliance with Los Angeles County Board of Supervisors Policies, and the expected minimum standard set forth above at the commencement of this agreement with the County and during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within ten (10) business days and approved to certify compliance.



DMH BUSINESS ASSOCIATE / CONTRACTOR'S COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS EXHIBIT

Business Associate / Contractor Agency Name: _____

Business Associate / Contractor shall provide information about its information security practices by completing this Exhibit annually. By submitting this Exhibit, Business Associate / Contractor certifies that it will be compliant with Los Angeles County Board of Supervisors Policies and attest that it has implemented adequate controls to meet the following expected Information Security minimum standard, at the commencement and during the term of any awarded agreement. Business Associate must be prepared to provide supporting evidence upon request. The completed forms must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement. Any significant changes during the term of the contract/agreement must be reported within ten (10) business days of implementation. Dependent on the adjustment, Business Associate / Contractor may be asked to re-submit this exhibit to document the change.

COMPLIANCE QUESTIONS

			DOCUMENTATION AVAILABLE		
	YES	NO	N/A	YES	NO
1 Will County's non-public data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County non-public data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will you maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? *Cloud storage, Software-as-a-Service or SaaS <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Will all users with access to County data participate in an annual information security awareness training? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Will County data residing on endpoints be protected by an up-to-date antivirus and/or anti-malware software? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	YES	NO	N/A	YES	NO
9 Will all endpoints accessing and/or storing County data be physically secured? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Will all security incidents involving County data be promptly reported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 Will all users' access be formally authorized, and users provided with unique login IDs & complex passwords for accessing County data? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Will all users' activities be monitored to ensure they are accessing the minimum information necessary to perform their assignments? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 Will users' access be modified once their role no longer justifies such access or access promptly suspended upon discharge/termination? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 Will all endpoints accessing and/or storing County data be regularly patched and updated for known vulnerabilities? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15 Will all endpoints accessing and/or storing County data be rendered unreadable and/or unrecoverable, prior to disposition? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16 Will Business Associate / Contractor inspect and conduct annual risk assessments on its systems involving County data to identify and mitigate weaknesses and vulnerabilities? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17 Does the entity have policies and procedures to ensure continuity and availability of critical business processes during emergencies or disasters and ability to restore/recover data from ransomware attacks? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18 Will Business Associate / Contractor return or destroy non-public County data upon expiration or termination of their contract? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signatory Name (Print)

Authorized Signatory Official Title

Authorized Signatory Signature

Date



**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CHIEF INFORMATION OFFICE BUREAU**

**CONFIDENTIALITY OATH
Non-LACDMH Workforce Members**

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

ANNUAL

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

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

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

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

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

*, **, *** The State of California's Statute for Medicaid Confidentiality can be found at the following web address:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>



Please read the agreement and take due time to consider it prior to signing.

I understand that County Departments, Contractors, Consultants, Interns, Volunteers, Locum Tenens, Non-Governmental Agencies (NGA), Fee-For-Service Hospitals (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from sharing their unique logon I.D. and password with anyone.

Further, I understand that data browsing is strictly prohibited and my access to information is restricted to the minimum necessary required to carry out my job responsibilities.

Further, I understand that obtaining, releasing, or using confidential client information from case records or computer records for purposes not specifically related to the administration of services and authorized by the W&I Code (Section 14100.2) is prohibited.

Further, I understand the violation of the confidentiality of records or of these policies which are made for protection of the confidentiality of such records, may cause:

1. A civil action under the provision of the W&I Code 5330 Sections:
 - a) Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
 1. Ten thousand Dollars (\$10,000).
 2. Three times the amount of actual damages, if any sustained by the plaintiff.
 - b) Any person may bring an action against an individual who has negligently released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for both of the following:
 1. One thousand dollars (\$1,000) in order to recover under this paragraph; it shall not be a prerequisite that the plaintiff suffer or be threatened with actual damages.
 2. The amount of actual damages, if any, sustained by the plaintiff.
 - c) Any person may, in accordance with Chapter 3 (commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.
 - d) In addition to the amounts specified in subdivisions (a) and (b), the plaintiff shall recover court costs and reasonable attorney's fees as determined by the court.
2. Disciplinary action including suspension or termination of employment.
3. Further, I understand that the County will not provide legal protection if violations of these policies or procedures occur.

I hereby certify that I have read this form and I hereby certify that I have read this form and I have knowledge of the requirements of State and Federal confidentiality laws and will comply with all applicable provisions of same.

I, the undersigned, hereby agree not to divulge any information or records concerning any client except in accordance with W&I Code, Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment. I further agree I have read as described in this document that a person may make me subject to a civil action under the provisions of the W&I Code for the unauthorized release of confidential information.

User's Name: _____ / _____ / _____
Print Signature Date

Provider Name: _____ / Provider #: _____ / Phone #: () _____

Address: _____ / _____ / _____
City Zip Code Service Area

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident,
or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Privacy Officer at: HIPAA Privacy Unit, County of Los Angeles, Risk Management Branch, 3333 Wilshire Blvd., Suite 820, Los Angeles, California 90010, HIPAA@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a

toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. **MISCELLANEOUS PROVISIONS**

- 20.1 **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 **HIPAA Requirements.** The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 **No Third Party Beneficiaries.** Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 **Construction.** In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 **Regulatory References.** A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 **Amendment.** The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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.

- ☐ 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 Vendor 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

- ☐ 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	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
Delete Name								

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	FEIN/SSN	DOB	Name of Person Related To	Relationship
Name						

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 Delete Name	Add 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 Delete Name	Add Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

☐ No (If No, please sign below)

☐ Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent
 (Stamped signatures NOT accepted)

Title

Date

Print Name

Telephone Number

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Sample Contract Paragraph 9.10 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

I further certify as the official responsible for the administration of _____ (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors 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 sub-contractors 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 sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

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

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

Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____

ATTESTATION REGARDING INFORMATION SECURITY 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 A (County's Administration).

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____