

# CONTRACTS ADMINISTRATION

CONTRACT NO. MH200214

## AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this 1<sup>st</sup> day of July, 2016, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Lennox School District (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated May 17, 2011, identified as County Agreement No. MH200214, as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years (FYs) 2016-17, 2017-18 and 2018-19, County and Contractor intend to amend Agreement to extend the term of the Agreement for three years beginning July 1, 2016 through June 30, 2019 to continue to provide Los Angeles County Department of Mental Health (DMH) with a pool of pre-qualified agencies/contractors eligible to bid on MHSA programs and to enable DMH to add, on an ongoing basis, qualified agencies to the MHSA Master Agreement list; and

WHEREAS, County and Contractor intend to amend Agreement to include new provisions regarding Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996; and

NOW, THEREFOR, County and Contractor agree that this Agreement shall be amended only as follows:

1.

- a. Agreement Paragraph 4.0 (TERM OF AGREEMENT), is deleted in its entirety and following substituted therefore:

"4.0 TERM OF AGREEMENT: The period of the Agreement shall commence on July 1, 2016 and shall continue in full force and effect through June 30, 2019.

4.1 Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 51.0 (NOTICES).

4.2 Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this 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 may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

- b. Agreement Paragraph 5.0 (COMPENSATION), is deleted in its entirety and following substituted therefor:

"5.1 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of N/A DOLLARS (\$N/A) for Fiscal Year 2016-2017;

N/A DOLLARS (\$N/A) for Fiscal Year 20017-18; N/A DOLLARS (\$N/A) and for Fiscal Year 2018-19. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Contractor shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

- c. Agreement Paragraph 39.0 (CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996), is deleted in its entirety and following substituted therefor:

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

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

C. Contractor and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA or HITECH.

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

(1) County has a Guide to Procedure Codes available at <http://lacdmh.lacounty.gov/hipaa/index.html> which includes a "crosswalk"

of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes

(2) County has electronic Data Interchange (EDI) Agreement forms available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS\\_EDH\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDH_homepage.htm) which includes information about the applicable HIPAA transactions that can be processed in the County's Integrated System (IS) and the Integrated Behavioral Health Information System (IBHIS) respectively.

(3) Contractor acknowledges that County is transitioning from the IS to IBHIS in which clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and contract providers exclusively through the use of EDI transactions.

(4) As County defines standard formats for each EDI transaction and determines the method by which each transaction is to be exchanged between Contractor and County, County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined EDI transaction through County's release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined EDI transaction is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each newly defined EDI transaction, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual agreement between County and Contractor.

(a) 180 days for new EDI transactions requiring major development and testing

(b) 150 days for new EDI transactions requiring moderate development and testing

(c) 120 days for new EDI transactions requiring minimal development and testing.

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

(a) 90 days for moderately modified EDI transactions

(b) 60 days for minimally modified EDI transactions.

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

(7) County has Trading Partner Agent Authorization Agreements available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS\\_EDI\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IS and IBHIS respectively.

E. Contractor understands that County operates an informational website <http://dmh.lacounty.gov/wps/portal/dmh> related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

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

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreements (TPA) available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS\\_EDI\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

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

I. County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have thirty (30) days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.”

2. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Acting Director of Mental Health or her designee, and Contractor has caused this Amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Robin Kay, Ph.D.  
Acting Director of Mental Health

Lennox School District  
CONTRACTOR

By \_\_\_\_\_

Name Kent Taylor

Title Superintendent  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Interim Chief, Contracts Development  
and Administration Division

