COUNTY OF LOS ANGELES

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Chief Deputy Director

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DEPARTMENT OF MENTAL HEALTH

http://dmh.co.la.ca.us

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax No.: (213) 386-1297

June 17, 2004

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

Dear Supervisors:

APPROVAL OF NEW LEGAL ENTITY AGREEMENT WITH THE VILLAGE FAMILY SERVICES FOR FISCAL YEARS 2004-2005, 2005-2006, AND 2006-2007 (SUPERVISORIAL DISTRICT 3) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute a new Legal Entity (LE) Agreement, substantially similar to Attachment I, with The Village Family Services for the provision of outpatient mental health services, operating on a nondiscriminatory basis but concentrating on the underserved seriously emotionally disturbed (SED) children, adolescents, and their families and the Hispanic/Latino monolingual/bilingual gay and lesbian population. The term of this new LE Agreement will be effective upon Board approval for Fiscal Year (FY) 2004-2005, with two automatic one-year renewal periods for FYs 2005-2006 and 2006-2007. The Maximum Contract Amount (MCA) for this new LE Agreement for FY 2004-2005 only will be $412,600, funded by $185,700 in Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)-State General Funds (SGF), $206,300 in Federal Financial Participation (FFP) Medi-Cal funds, and $20,600 in County General Funds (CGF) for the EPSDT growth match. Funding is included in the Department of Mental Health's (DMH) FY 2004-2005 Final Changes Budget. The annualized MCA in the amount of $825,200 for FYs 2005-2006 and 2006-2007 will be requested during DMH's annual budget process.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this new LE Agreement and establish as a new MCA the aggregate of the original contract and all amendments, provided that: 1) the County's total payments to contractor under the Agreement for each

fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Office (CAO) or their designees is obtained prior to any such Amendment; 5) the parties may by written Amendment reduce programs or services and revise the applicable MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required to enter into a new sole source LE Agreement with The Village Family Services for the provision of mental health, targeted case management, and medication support services to underserved SED children, adolescents, and their families and the Hispanic/Latino monolingual/bilingual gay and lesbian population of Mental Health Service Area (MHSA) 2. DMH submitted an Advance Notification of Intent to Enter into a Sole Source Contract to your Board on April 30, 2004.

This prospective service provider has been selected based on its capability to provide early intervention and bilingual, bicultural mental health treatment services to an underserved Hispanic/Latino community in Mental Health Service Area (MHSA) 2. Currently, mental health services provided to monolingual Spanish speaking children and families are particularly limited in North Hollywood, within MHSA 2, where The Village Family Services is located. Outreach efforts to obtain other providers in this area for this underserved population have been unsuccessful.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Programmatic Goals No. 5, "Children and Families' Well-Being," and No. 7, "Health and Mental Health," within the Countywide Strategic Plan. Board approval will strengthen the mental health services delivery system and improve service accessibility in MHSA 2 of Los Angeles County.

FISCAL IMPACT/FINANCING

There is no increase in net County cost. For FY 2004-2005 only, the MCA in the amount of $412,600, fully funded by $185,700 in EPSDT-SGF, $206,300 in FFP Medi-

Cal funds, and $20,600 in CGF for the EPSDT growth match, is included in DMH's FY 2004-2005 Final Changes Budget.

Funding for the annualized MCA in the amount of $825,200 for FYs 2005-2006 and 2006-2007 will be requested during DMH's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In order to more effectively deliver mandated EPSDT services, DMH has looked to Community-Based Organizations (CBO) as prospective mental health providers. Research studies indicate that minority groups are more likely to access mental health services at CBO centers than mental health clinics, and also that Latinos continue to be seriously underserved due to the lack of qualified service providers. DMH specifically targeted and identified The Village Family Services as a small CBO that has established relationships with the community it serves. The agency has consistently provided a variety of human services to underserved populations, such as the Latino community and its gay and lesbian members. The addition of mental health services will further enrich the agency's capacity to meet the needs of existing consumers and provide outreach to underserved populations in MHSA 2.

Founded in January 1997, The Village Family Services is a CBO with a mission to protect children from abuse; preserve families; and build strong and safe communities. The agency is located at 5437 Laurel Canyon Boulevard, Suite #210, North Hollywood, CA 91607, in Supervisorial District 3 within MHSA 2 that has a total population of 1,982,248. The Village Family Services will be able to annually serve 55 children and families who meet the Medi-Cal necessity criteria for services.

According to statistics compiled from the Client Characteristics Report, FY 2002-2003, and Census 2000 by DMH's Planning and Program Support Bureau, 35 percent of the 1,982,248 population residing within MHSA 2 are of Latino origin, the second largest ethnic group in MHSA 2. These statistics also indicate that MHSA 2 has approximately 242,689 Latinos who are Medi-Cal eligible, and approximately 3 percent are currently receiving services.

The agency is committed to the provision of bilingual, bicultural comprehensive services that offer clients the tools to lead productive, independent lives that will enhance the entire community. It is currently approved by the County of Los Angeles - Probation Department to provide domestic violence prevention training, and it also offers a parent training program that meets requirements established by the Department of Children and Family Services. It conducts therapeutic groups that are recognized by the Los

Angeles Gay and Lesbian Center as the first Spanish-speaking gay and lesbian batterers' program in the County of Los Angeles. Additional services include early intervention and follow-up mental health services to abused and neglected children and youth, a sex offenders' program, individual couple and family therapy, parenting classes, and a foster care program for children who are in need of loving and stable families.

DMH's clinical and administrative staff are assigned to administer and supervise agreements; evaluate programs to ensure that quality services are being provided to clients; monitor programs through various means, including units of service entered into the Integrated System and concomitant clinical recordkeeping; and ensure that Agreement provisions and departmental policies are being followed.

CAO and DMH's Fiscal and Program Administrations have reviewed the proposed actions. The LE Agreement format (Attachment I) has been approved as to form by County Counsel. The LE Agreement format includes revised or new mandated provisions required in all County contracts, including the Preamble, Child Support Compliance Program, Contract Expiration/Termination Repayment, Contractor's Exclusion from Participation in a Federally Funded Program, Six Months Notification of Agreement Expiration, and when 75% of the MCA is incurred, Contractor Responsibility and Debarment, Health Insurance Portability and Accountability Act (HIPAA), Jury Service, No Payment for Services following Expiration/Termination, and Safely Surrendered Baby Law. Additionally, the LE Agreement format adds a revised Financial Summary and Program Service Exhibit listing and revised or new financial provisions for No Cash Flow Advance for contractors who are non-certified Medi-Cal eligible, the General Relief Opportunities for Work (GROW) Program, the Healthy Families Program, and the Supportive and Therapeutic Options Program (STOP).

The Los Angeles County Community Business Enterprise (LAC/CBE) Program, Firm/Organization Information form is Attachment II.

CONTRACTING PROCESS

Upon Board approval, DMH will expand highly needed and specialized bilingual, bicultural services in MHSA 2 by executing a new LE Agreement with The Village Family Services. DMH is committed to the augmentation of mandated EPSDT services with providers who demonstrate growth in services consistent with the guiding principles.

To date, DMH has been unsuccessful in eliciting services from existing EPSDT CBOs to address the special needs of high-risk children and youth, e.g., abused and neglected children, youth in foster care and other out-of-home placement, transitional age youth, and the gay and lesbian population. The Village Family Services is able to provide quality mental health services and is committed to helping children and adolescents, including gays and lesbians, to overcome their negative life experiences, while preparing them for successful community living as productive citizens and effective parents. In addition, this agency is well established in the community; reflects the ethnic and language needs of the community; is supported by the community-at-large; and has the available resources to provide a full array of mental health services to the underserved EPSDT-eligible population.

IMPACT ON CURRENT SERVICES

With Board approval, DMH will continue to implement an integrated and comprehensive system of care and augment current levels of mental health services in critically needed areas throughout Los Angeles County. The Village Family Services provides specialized bilingual, bicultural services that address unmet mental health needs of SED children, adolescents, their families, and the gay and lesbian community. The agency will be an asset to the mental health service delivery network in MHSA 2.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

O. Fullmore for M.J. Southard

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:MY:RK:KT:lj

Attachments (2)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

CONTRACTOR:

_____ _____
Contract Number

_____

Business Address:

_____ _____
Reference Number(s)

_____ _____
Legal Entity Number

Provider Number(s)_____

Contractor Headquarters' Supervisorial District _____

Mental Health Service Area(s)_____ OR Countywide _____

= = = = = ***Below This Line For Official CDAD Use Only*** = = = = =

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director_____ Lead Manager _____

K: S_____ --or-- U_____

LEGAL ENTITY:NRTIT20C.IVA.LEtblCont04-05

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LEGAL ENTITY:NRTIT20C.IVA.LEtblCont04-05

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the County of Los Angeles (hereafter "County"), and _____ _____ (hereafter "Contractor") with the following business address at _____ _____.

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

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

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

WHEREAS, these services shall be provided by Contractor in accordance with all applicable Federal, State and local laws, required licenses, ordinances, rules, Regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq., including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Title IV of the Social Security Act, Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations; State Department of Mental Health's Cost Reporting/Data Collection Manual; State Department of Mental Health's Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management; State Department of Mental Health's Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State Department of Health Services.

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

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human

services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on _____ and shall continue in full force and effect through _____.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First Automatic Renewal Period and gives written notice to the other party not less than 30 days prior to the end of the Initial Period or at the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

C. Termination:

(1) This Agreement may be terminated by either party at any time without cause by giving at least 30 days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately:

(a) If County determines that:

i. Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

ii. Contractor has failed to initiate delivery of services within 30 days of the commencement date of this Agreement; or

iii. Contractor has failed to comply with any of the provisions of Paragraphs 16 (NONDISCRIMINATION IN SERVICES), 17 (NONDISCRIMINATION IN EMPLOYMENT), 19 (INDEMNIFICATION AND INSURANCE), 20 (WARRANTY AGAINST CONTINGENT FEES), 21 (CONFLICT OF INTEREST), 26 (DELEGATION AND ASSIGNMENT), 27 (SUBCONTRACTING), 32 (CHILD SUPPORT COMPLIANCE PROGRAM), 46 (CERTIFICATION OF DRUG-FREE WORK PLACE), and/or 52 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

(b) In accordance with Paragraphs 33 (TERMINATION FOR INSOLVENCY), 34 (TERMINATION FOR DEFAULT), 35 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 47 (COUNTY LOBBYISTS).

(3) This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds for this Agreement were appropriated by County as provided in Paragraph 5 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

(4) In the event that this Agreement is terminated, then:

(a) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report, including a statement of expenses and revenues, which shall be submitted pursuant to Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph N (Annual Cost Reports), within 75 days of the date of termination. Such preliminary settlement shall not exceed the Maximum Monthly Payment (see Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph L (Maximum Monthly Payment) multiplied by the actual number of months or portion thereof during which this Agreement was in effect during the particular Fiscal Year; and

(b) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of Director, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement; and

(c) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 43 (PURCHASES), the same shall be immediately returned to County.

(5) Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

D. 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 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 days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

E. 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 57 (NOTICES).

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

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3. DESCRIPTION OF SERVICES/ACTIVITIES: Contractor shall provide mental health services in the form as identified on the Financial Summary and Service Exhibit(s) and in the Program Description of Contractor's Negotiation Package for this Agreement as approved in writing by Director, including any addenda thereto as approved in writing by Director. Services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

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

Contractor shall not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning or during the fiscal year. In addition, when County cuts the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing services for those clients linked to that funding. Contractor shall also thereafter make referrals of those clients to County or other appropriate agencies.

Contractor may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC Section 14132.44. The administrative activities which may be claimable as Title XIX Medi-Cal Administrative Activities are shown on the Financial Summary and are described in the policies and procedures provided by SDMH and/or SDHS.

Contractor may provide mental health services claimable as EPSDT services.

If, during Contractor's provision of services under this Agreement, there is any need for substantial deviation from the services as described in Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, then Contractor shall submit a written request to Director for written approval before any such substantial deviation may occur.

4. FINANCIAL PROVISIONS:

A. General: This Agreement provides for reimbursement as provided in this Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph J (1) (Payment) and as shown on the Financial Page(s). The Contractor will comply with all requirements necessary for reimbursement as established by Federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives. Under no circumstances can the total Maximum Contract Amount of this Agreement be increased or decreased without a properly executed amendment.

(1) Cost Reimbursement: County agrees to reimburse Contractor during the term of this Agreement for the actual and allowable costs, less all fees paid by or on behalf of patients/clients receiving services/activities hereunder and all other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor hereunder but not to exceed the Maximum Reimbursable Amount per visit as shown on the Financial Summary and the maximum number of

allowable visits stipulated in the Fee-For-Service Medi-Cal Specialty Mental Health Services Provider Manual when Contractor is providing mental health services, specialty mental health services and/or Title XIX Medi-Cal Administrative Activities hereunder in accordance with WIC Sections 5704, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; CCR Titles 9 and 22; SDMH Policy Letters; CR/DC Manual; RO/TCM Manual; DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules, regulations manuals, guidelines, and directives.

(2) EPSDT: County agrees to reimburse Contractor during the term of this Agreement for providing EPSDT mental health services/activities over the State established baseline in accordance with Federal and State laws and regulations. Baseline increases imposed by the State will be imposed on the Contractor in like percentages.

EPSDT funds are part of the Maximum Contract Amount(s) of this Agreement and shall be paid by County to Contractor solely in County's capacity as the EPSDT claim intermediary between the Contractor and the State.

Notwithstanding any other provision of this Agreement, in the event that Contractor provides EPSDT services reimbursable under the State's EPSDT mandate claim process, in excess of the Contractor's Fiscal Year _____ base of $_____, Contractor shall be paid by County from EPSDT funds upon receipt from the State. The CGF allocated on the Financial Summary Page for EPSDT baseline services is designated solely for EPSDT eligible services and no CGF in this category shall be transferred to any other category on said Financial Summary Page. In the event that EPSDT funds are not available to pay EPSDT claims or that State denies any or all of the EPSDT claims submitted by County on behalf of Contractor, Contractor shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied EPSDT claims or for the unavailability of EPSDT funds to pay for EPSDT claims. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County in support of all claims for EPSDT funds submitted by County as the fiscal intermediary.

(3) IMD: County agrees to reimburse Contractor during the term of this Agreement for providing IMD mental health services/activities in accordance with State laws and regulations.

(4) Negotiated Rate: County agrees to reimburse Contractor during the term of this Agreement for providing mental health services hereunder in accordance with WIC Sections 5704, 5705, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; CCR Titles 9 and 22; SDMH Policy Letters; CR/DC Manual; RO/TCM Manual; DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives. Except for Title XIX Medi-Cal Administrative Activities, reimbursement shall be at the Negotiated Rate(s), as mutually agreed upon between County and Contractor and approved by SDMH (for any NR funded in whole or in part by Title XIX Short-Doyle/Medi-Cal and/or State funds) and

as shown on the Financial Summary less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor hereunder.

B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ _____ DOLLARS ($_____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (NOTICES).

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ _____ DOLLARS ($_____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (NOTICES).

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ _____ DOLLARS ($_____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay

Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES).

D. SDMH Approval of Negotiated Rate(s):

(1) Pursuant to WIC Section 5716, SDMH's approval of each NR, which is funded in whole or in part by Federal and/or State funds, shall be obtained prior to the commencement date of this Agreement and prior to the beginning of any subsequent Fiscal Year or portion thereof that this Agreement is in effect. Each such NR shall be effective only upon SDMH approval. If SDMH approval is received after the commencement date of this Agreement or after the beginning of any subsequent Fiscal Year, SDMH approval may be retroactive. If any such NR is disapproved by SDMH for any Fiscal Year or portion thereof, Contractor shall be compensated for all mental health services under this Agreement in accordance with the provisions of WIC Section 5716.

(2) Contractor understands that any NR funded in whole or in part by Title XIX Short-Doyle/Medi-Cal and/or State funds may include County's share of reimbursement for administrative support costs, including, but not limited to, quality assurance, utilization review, technical assistance, training, cost accounting, contract administration, other direct administrative activities which result because of contracting activities, medications, monitoring, revenue generation, and client data collection. County shall pay Contractor for Contractor's share of reimbursement for any such NR and shall retain County's share of reimbursement to pay for County's associated administrative support costs, if any.

E. Established Maximum Allowable Rates:

(1) Notwithstanding any other provision of this Agreement, County shall not be required to pay Contractor more than the Established Maximum Allowable Rates for applicable Title XIX Short-Doyle/Medi-Cal SFC units. The Established Maximum Allowable Rates shall be those specified in CCR Title 22, as authorized by WIC Section 5720.

(2) Pursuant to Subparagraph D (SDMH Approval of Negotiated Rate(s)) and this Subparagraph E, the appropriate Established Maximum Allowable Rates in effect during the Initial Period of this Agreement, the First Automatic Renewal Period, or the Second Automatic Renewal Period, shall be applicable to this Agreement when adopted by State.

(3) The Established Maximum Allowable Rates shall not apply to SFC units which are wholly funded by CGF.

F. EPSDT Title XIX Medi-Cal Services, Title XIX Short-Doyle/Medi-Cal Services and Title XIX Medi-Cal Administrative Activities:

(1) Except as otherwise provided in this Agreement, if Contractor provides EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal

Administrative Activities, then Contractor shall be reimbursed by County for the eligible and Federal and State-approved EPSDT Title XIX Medi-Cal SFC units furnished to eligible Medi-Cal beneficiaries; and/or for the eligible and State-approved Title XIX Short-Doyle/Medi-Cal SFC units furnished to eligible Medi-Cal beneficiaries; and/or as determined by the State, for the actual and allowable costs of eligible and State-approved Title XIX Medi-Cal Administrative Activities only in arrears and only to the extent of actual EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal, and/or Title XIX Medi-Cal Administrative Activities payments made by the Federal and State governments to County for such service and activities.

(2) Each Fiscal Year of the term of this Agreement, such reimbursement for Title XIX Short-Doyle/Medi-Cal SFC units, and/or for Title XIX Medi-Cal Administrative Activities, shall be made as applicable on the basis of: (1) fifty percent Title XIX Short-Doyle/Medi-Cal services FFP funds and/or fifty percent Title XIX Medi-Cal Administrative Activities FFP funds, and/or fifty percent Specialty Mental Health Services FFP funds which are part of the applicable Maximum Contract Amount of this Agreement and which are paid by County to Contractor solely in County's capacity as the fiscal intermediary for such Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, and (2) fifty percent match from funds which are part of the applicable Maximum Contract Amount of this Agreement, and which qualify as eligible FFP match as on the Financial Summary.

(3) Each Fiscal Year of the term of this Agreement, such reimbursement for EPSDT Title XIX Medi-Cal services shall be one hundred percent of the program funds which are part of the applicable Maximum Contract Amount of this Agreement and which are paid by County to Contractor solely in County's capacity as the fiscal intermediary. EPSDT Title XIX Medi-Cal services shall be paid as applicable on the basis of fifty percent EPSDT Title XIX services FFP funds and fifty percent State matching general funds for EPSDT and only when such EPSDT Title XIX services exceed the individual Contractor's EPSDT base line as identified in Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph A (3) (EPSDT).

(4) Notwithstanding any other provision of this Agreement, if EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities are provided hereunder, such services and administrative activities shall comply with and be compensated in accordance with all applicable Federal and State reimbursement requirements.

(5) If EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, are provided under this Agreement, Contractor authorizes County to serve as the fiscal intermediary for claiming and reimbursement for such EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities and to act on Contractor's behalf with SDMH, SDHS and/or SDSS in regard to claiming reimbursement for EPSDT Title XIX Medi-Cal services, and/or Title XIX

Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.

Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County in support of all claims for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, submitted by County as the fiscal intermediary to SDMH, SDHS and/or SDSS and for any subsequent State approvals or denials of such claims that may be based on data and information submitted by Contractor. Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal, Explanation of Balance (EOB) or other data within the time frame prescribed by the State and Federal governments. County shall have no liability for Contractor's failure to comply with State and Federal time frames.

Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or any Federal and/or State audit disallowances for such Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.

(6) Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or any Federal and/or State audit disallowances for such EPSDT Title XIX Medi-Cal services.

(7) Notwithstanding any other provision of this Agreement, Contractor shall be totally liable and responsible for: (1) the accuracy of all data and information on all claims for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services which Contractor inputs into IS, (2) the accuracy of all data and information which Contractor provides to DMH, and (3) ensuring that all EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, are performed appropriately within Medi-Cal, guidelines including, but not limited to, administration, utilization review, documentation, and staffing.

(8) As the State designated Short-Doyle/Medi-Cal fiscal intermediary, County shall submit a claim to SDMH for EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal reimbursement only for those services entered by Contractor into IS which are identified by Contractor as "Y". The "Y" means that the service provided is to be claimed by County to Short-Doyle/Medi-Cal. Contractor shall comply with all written instructions from County and/or State regarding EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal claiming and documentation.

Contractor shall maintain an audit file documenting all EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal services as instructed by County for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later.

(9) County is the State designated fiscal intermediary for EPSDT Title XIX Medi-Cal services, and Title XIX Short-Doyle/Medi-Cal services, and Title XIX Medi-Cal Administrative Activities. Contractor shall comply with all written instructions from County regarding any such Title XIX claims

and documentation. Contractor shall certify in writing that all necessary Title XIX documentation exists at the time any such claims for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, are submitted by Contractor to County.

Contractor shall maintain all records, including, but not limited to, all time studies prepared by Contractor, documenting all EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, as instructed by County for a period of seven (7) years from the end of the quarter in which such services were provided or until final resolution of any audits, whichever occurs later.

(10) County may modify the claiming systems for either EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or ,Title XIX Medi-Cal Administrative Activities, at any time in order to comply with changes in, or interpretations of, State or Federal laws, rules, regulations, manuals, guidelines, and directives. When possible, County shall notify Contractor in writing of any such modification and the reason for the modification 30 days prior to the implementation of the modification.

(11) EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report: Prior to 14 and one-half months after the close of each Fiscal Year, Contractor shall provide DMH with two (2) copies of an accurate and complete EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report at the legal entity level for each of Contractor's Short-Doyle/Medi-Cal provider numbers which are part of the legal entity, for all EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal SFC units furnished and State-approved during the applicable Fiscal Year. Each such EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report shall be prepared by Contractor in accordance with all SDMH instructions and shall be certified in writing by Contractor's Chief Executive Officer. If Contractor does not so provide DMH with the EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report within such 14 and one-half months, then Director, in his sole discretion, shall determine which State approved EPSDT Medi-Cal, and/or Short-Doyle/Medi-Cal data shall be used by County for completion of the EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report.

(12) EPSDT Title XIX Medi-Cal Services, Title XIX Short-Doyle/Medi-Cal Services, Title XIX Medi-Cal Administrative Activities, Overpayment Recovery Procedures: Contractor shall repay to County the amount, if any, paid by County to Contractor for EPSDT Title XIX Medi-Cal services, and Title XIX Short-Doyle/Medi-Cal services, and Title XIX Medi-Cal Administrative Activities, which are found by County, State, and/or Federal governments not to be reimbursable.

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.

For State audit exceptions, County shall immediately recover any overpayment from

Contractor when the State recovers the overpayment from County.

For County audit exceptions, County shall immediately recover the overpayment from Contractor 30 days from the date of the applicable audit determination by Director.

Contractor shall pay County according to the method described in Subparagraph S (Payments Due to County/Method of Payment).

G. Funding Sources:

(1) County, State, and/or Federal funds shall be limited to and shall not exceed the respective amounts shown on the Financial Summary. County funds include the portion of Cash Flow Advance and is repayable through cash, and/or County SFC units, and/or approved EPSDT Title XIX Medi-Cal units of service, approved Title XIX Short-Doyle/Medi-Cal SFC units, and/or approved Title XIX Medi-Cal Administrative Activities units of activities.

(2) The reimbursement method of payment for the respective County, State and/or Federal funding source(s) is shown on the Financial Summary.

(3) The combined CGF and any other funding sources shown on the Financial Summary as funds to be disbursed by County shall not total more than the Maximum Contract Amount for the applicable period of the Agreement term as specified in Subparagraphs B (Reimbursement For Initial Period) and C (Reimbursement If Agreement Is Automatically Renewed).

(4) County funds include Cash Flow Advance which is repayable through cash and/or County SFC units, and/or approved EPSDT Title XIX Medi-Cal SFC units, and/or approved Title XIX Short-Doyle/Medi-Cal SFC units, and/or approved Title XIX Medi-Cal Administrative Activities units of activities.

Notwithstanding any other provision of this Agreement, EPSDT Title XIX Medi-Cal, FFP funds shall be paid by County to Contractor solely in County's capacity as the fiscal intermediary for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities. In no event shall County be liable or responsible to Contractor for any payment for any disallowed EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.

EPSDT Title XIX Medi-Cal and FFP funds shall be subject to all applicable Federal and State laws, rules, regulations, manuals, guidelines, and directives.

(5) To the extent permitted by Federal law, certain funds, as designated on the Financial Summary, may be used to match the FFP component of reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, in order to achieve the maximum Federal reimbursement possible for mental health services and administrative activities provided under this Agreement.

H. Government Funding Restrictions: This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's

Budget Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

I. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest:

(1) Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2) the eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall vigorously pursue and report collection of all patient/client and other revenue.

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

(3) If Contractor provides Title XIX Medi-Cal Administrative Activities funded by Title XIX pursuant to WIC Section 14132.44 as described in Paragraph 3 (DESCRIPTION OF SERVICES), or then Contractor shall assure that FFP reimbursement for such Title XIX Medi-Cal Administrative Activities and shall be utilized by Contractor only for the provision of Title XIX Medi-Cal Administrative Activities.

(4) Contractor may retain unanticipated revenue, which is not shown in Contractor's Negotiation Package for this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health service units specified in this Agreement. Contractor shall report the mental health services funded by this unanticipated revenue in the Annual Cost Report submitted by Contractor to County. The Annual Cost Report shall be prepared as instructed by State and County.

(5) Contractor shall not retain any fees paid by any resources for or on behalf of Medi-Cal beneficiaries without having those fees deducted from the cost of providing the mental health service/units specified in this Agreement.

(6) Contractor may retain any interest and/or return which may be received, earned or collected from any funds paid by County to Contractor, provided that Contractor shall utilize all such interest and return only for the delivery of mental health service units specified in this Agreement.

(7) Failure of Contractor to report in all its monthly claims and in its Annual Cost Report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, all unanticipated revenue not shown in Contractor's Negotiation Package for this Agreement, and all interest and return on funds paid by

County to Contractor, shall result in: (1) Contractor's submission of a revised claim statement showing all such nonreported revenue, (2) a report by County to SDMH of all such nonreported revenue, (3) a report by County to the Federal Health Care Financing Administration (HCFA) should any such unreported revenue be paid by any resources for or on behalf of Medi-Cal beneficiaries, and/or (4) any appropriate financial adjustment to Contractor's reimbursement.

J. Payment:

(1) For each month of the term of this Agreement, Contractor shall submit to County a claim for each applicable row (payer funding source) identified on the Financial Summary and Rate Schedule, in the form and content specified by County. Each monthly claim shall be submitted within 60 days of Contractor's receipt of County's IS reports for the last date mental health services were provided during the particular month and within 60 days of the last date Title XIX Medi-Cal Administrative Activities were provided during the particular month.

(a) Cost Reimbursement: Contractor's monthly claim to County shall show all Contractor's actual and allowable costs and all other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor hereunder for the particular month. The County may make provisional reimbursement, subject to final settlement to cost. All provisional reimbursement shall be based upon specialty mental health services actually provided as shown on County's Claims Systems reports. Contractor certifies that all units of service claimed by Contractor on a provisional reimbursement basis are true and accurate claims for reimbursement.

(b) For IMDs Only: Those Institutions for Mental Disease which are licensed as Skilled Nursing Facilities (SNF) by SDHS are, thereby, entitled by law to the rates established by SDHS for Skilled Nursing Facilities. The IMD rate consists of a basic SNF rate and a STP rate, or a MHRC rate. Contractor's monthly claim to County shall be for those patient days that have been approved in writing by the County and shall be separately itemized by each patient day. Claims shall be submitted to County within 30 days of the end of the billing period. Monthly claims shall be reviewed and approved by County.

(c) Negotiated Rate: Contractor's monthly claim to County shall be separately itemized by each SFC to show the payment calculation for each SFC by multiplying the SFC units as shown on IS reports by the applicable NR for such SFC as shown on the Financial Summary, except that for PATH and SAMHSA services, Contractor's monthly claim shall show Contractor's actual and allowable costs, less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor hereunder.

i. DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards.

ii. Final reimbursement to Contractor shall not exceed the listed

rates as shown on the Financial Summary. Provisional reimbursement to contractor shall be at the State established Title XXII rates for CPT codes. At cost report, provisional reimbursement will be adjusted to State approved Negotiated Rates not to exceed the rates shown on the Financial Summary and shall be considered payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary. Reimbursement shall be made only for State approved Short-Doyle/Medi-Cal claims and to the extent that funds allocated by State for County specifically for these services are available.

iii. For Organizational Providers Only. Provisional reimbursement shall be based on the rates shown on the Provisional Rate Schedule(s) as published and periodically revised as supplements to the Los Angeles County DMH Fee-For-Service Medi-Cal Specialty Mental Health Services Provider Manual by the DMH, Office of Managed Care and distributed to DMH Organizational Providers and to the Los Angeles County DMH Contracts Development and Administration Division.

Further, Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

(2) On the basis of this monthly claim and after Director's review and approval of the monthly claim, Contractor shall receive from County payment of Contractor's claimed amount for NR services, and actual and allowable costs for all cost reimbursed services and activities, less all revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor hereunder, including, but not limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest and return as described in Subsection 7 of Subparagraph I (Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest).

The monthly claim and subsequent payment shall be made in accordance with County policies and procedures. If a claim is not submitted as required by County, then payment shall be withheld until County is in receipt of a complete and correct claim and such claim has been reviewed and approved by Director.

If Contractor has received any Cash Flow Advance pursuant to Subparagraph K (Cash Flow Advances In Expectation of Services/Activities To Be Rendered), then Director may, in his discretion, at any time, make adjustments to any of Contractor's monthly claims as necessary to ensure that Contractor shall not be paid by County a sum in excess of the amount determined by multiplying the SFC units as shown on IS reports by the applicable NR for such SFC as shown on the Financial Summary for NR services and/or Contractor's actual and allowable costs of providing mental health services and Title XIX Medi-Cal Administrative Activities, or the Maximum Contract Amount for such Fiscal Year as shown in Subparagraphs B (Reimbursement for Initial Period) or C (Reimbursement If Agreement Is Automatically Renewed), whichever is less, less all revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor hereunder. Contractor may request

in writing, and shall receive if requested, DMH's computations for determining any adjustment to Contractor's monthly claim.

(3) All monthly claims shall be subject to adjustment based upon the IS reports, EOB data, and/or Contractor's Annual Cost Report which shall supersede and take precedence over all claims.

(4) All monthly claims shall be based on mental health services actually provided as shown on IS reports and/or Title XIX Medi-Cal Administrative Activities actually provided as shown by State-approved time studies prepared or actual and allowable costs for State approved units of activities reported by Contractor. Contractor certifies that all units of services reported by Contractor into IS are true and accurate claims for reimbursement.

(5) EPSDT Title XIX Medi-Cal funds, and Title XIX Short-Doyle/Medi-Cal FFP funds shall be paid by County to Contractor only for State approved claims for EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal SFC units provided to eligible Medi-Cal beneficiaries. EPSDT Title XIX Medi-Cal funds, and Title XIX Short-Doyle/Medi-Cal FFP funds shall be paid by County to Contractor only in arrears, only for the period of time Contractor is certified as a Title XIX Short-Doyle/Medi-Cal provider, only to the extent that eligible FFP matching funds are available under this Agreement, and only after County has received EPSDT and FFP payment from State.

(6) Title XIX Medi-Cal Administrative Activities FFP funds shall be paid by County to Contractor only for State approved claims for Title XIX Medi-Cal Administrative Activities based on time studies prepared or actual and allowable costs for units of activities reported by Contractor. Title XIX Medi-Cal Administrative Activities FFP funds shall be paid by County to Contractor only in arrears and only if Contractor is authorized as a Title XIX Medi-Cal Administrative Activities provider, only to the extent that eligible FFP matching funds are available under this Agreement, and only after County has received FFP payment from State.

(7) EPSDT and FFP funds shall be paid by County to Contractor solely in County's capacity as the fiscal intermediary for EPSDT Title XIX Medi-Cal services, Title XIX Short-Doyle/Medi-Cal services, and Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of this Agreement, County shall pay to Contractor FFP funds only to the extent that the applicable Maximum Contract Amount has eligible State and/or local funds which qualify as the match to FFP, as required by Federal and/or State laws, regulations, manuals, guidelines, and directives.

(8) EPSDT Title XIX Medi-Cal services funds, Title XIX Short-Doyle/Medi-Cal services FFP funds, Title XIX Medi-Cal Administrative Activities FFP funds, shall be paid by County to Contractor solely in County's capacity as the fiscal intermediary for EPSDT Title XIX Medi-Cal services, Title XIX Short-Doyle/Medi-Cal services, Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of this Agreement, County shall pay to Contractor EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities funds

only to the extent required by Federal laws, regulations, manuals, guidelines, and directives.

(9) Notwithstanding any other provision of this Agreement, in the event that Contractor provides EPSDT Title XIX Medi-Cal services pursuant to the EPSDT provisions of this Agreement in excess of Contractor's EPSDT baseline as identified in Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph A (3) (EPSDT) as calculated with SDMH service approval data, and County does not meet the Fiscal Year 1994-95 base as adjusted by the State, Contractor shall be paid by County from a CGF risk reserve pool established for this purpose. The CGF risk reserve pool funds shall be maintained in accordance with County policies and procedures and shall be for the SDMH general fund portion of the individual Contractor's EPSDT approved services.

(10) County pays any EPSDT-SGF (Early and Periodic Screening, Diagnosis, and Treatment–State General Funds) local matching funds in excess of the EPSDT baseline as identified in Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph A (3) (EPSDT) and Medi-Cal Federal Financial Participation Funds (FFP) to Contractor solely in County's capacity as the EPSDT-SGF and FFP intermediary between the Contractor and the State. Solely to assist the County in expeditiously processing and initially paying Contractor (because of the internal accounting necessity for appropriation authority) for such claims for payment pending reimbursement from the State, the Maximum Contract Amount(s) of this Agreement shall include EPSDT-SGF and/or FFP. This will establish legal authorization by the Board of Supervisors to make expenditures for the services and/or activities identified on the Financial Summary and Service Exhibit(s) of this Agreement, pending reimbursement by the State. To the extent Contractor exceeds the EPSDT-SGF and/or FFP amount(s) included in this Agreement, such excess will be paid to Contractor only upon Contract Amendment approved by the Board of Supervisors, or from an Appropriation Account set up to record the Board's specific authorization to spend EPSDT-SGF and FFP in excess of the Maximum Contract Amount(s).

Contractor understands and agrees that County's assistance in processing and, as an intermediary for the State and Federal governments, initially paying for EPSDT-SGF and FFP in accordance with the above is subject to reimbursement from the State and does not render County in any way responsible for the substantive obligation to be ultimately fiscally responsible for payment for Contractor's claims for payment for these services. Contractor's entitlement to payment for such services, or claimed services, is entirely dependent upon compliance with the law and regulations related to same. In the event of a dispute regarding entitlement for payment, Contractor agrees that County is not liable for payment for such claims and will not pursue any such claims for payment against County.

(11) No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately

notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

K. Cash Flow Advance In Expectation Of Services/Activities To Be Rendered:

For each month of each fiscal year, County will reimburse Contractor based upon the County and/or State and/or Federal government(s) processing of the reimbursement claims for rendered services/activities submitted by Contractor to the County subject to claim edits, and future settlements and audit processes. However, for each month of each fiscal year not to exceed three (3) or five (5) consecutive months, or portion thereof, as described below, and for such month the County and/or State and/or Federal government(s) have not made payment, and/or such payment is less than $1/12^{th}$ of the Maximum Contract Amount, Contractor may request in writing from County a monthly County General Fund Cash Flow Advance as herein described.

Cash Flow Advance shall consist of, and shall be payable only from, the Maximum Contract Amount appropriation approved by County's Board of Supervisors for the particular fiscal year in which the costs are to be incurred and upon which the request(s) is (are) based.

Cash Flow Advance is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified by Paragraph 3 (DESCRIPTION OF SERVICES/ACTIVITIES) of this Agreement, to the County and/or State and/or Federal government(s), and the County and/or State and/or Federal government(s) have made payment for such services/activities. Contractor may request each monthly Cash Flow Advance only for such services/activities and only when there is no reimbursement from other public or private sources for such services/activities.

No Cash Flow Advance will be given if a Contractor has not been certified as an eligible Medi-Cal service provider.

The Cash Flow Advance amount for any particular month will be reduced by County payments of actual reimbursement claims received by County from the Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim. If such Contractor reimbursement claim is received at any time during either the initial three (3) or two (2) additional consecutive months, the monthly payment to Contractor will include the payment for such actual reimbursement claim thereby reducing the Cash Flow Advance disbursement amount for that particular month.

Cash Flow Advance is based upon the following:

(1) Each month of each fiscal year not to exceed three (3) consecutive months, or portion thereof, that this Agreement is in effect, Contractor may request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any funds which may be part of

the Maximum Contract Amount for such fiscal year as identified on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed $_____ per month and the total Cash Flow Advance for the three (3) months shall not exceed $_____. The Cash Flow Advance monthly amount is 1/12th of Maximum Contract Amount as identified on the Financial Summary Page, annualized Maximum Contract Amount if a partial year.

(2) A Contractor providing EPSDT Short-Doyle Medi-Cal services as part of this Agreement, may for two (2) additional consecutive months, or portion thereof, that this Agreement is in effect, request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any FFP and/or EPSDT-SGF funds designated for clients less than 21 years of age which may be part of the Maximum Contract Amount for such fiscal year as shown on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed $_____ per month for each of the two (2) additional consecutive months and the total Cash Flow Advance for the two (2) additional consecutive months shall not exceed $_____. The Cash Flow Advance monthly amount for each of the two (2) consecutive months is:

(1) 1/12th of the Maximum Contract Amount for EPSDT-SGF as identified on the Financial Summary Page, annualized Maximum Contract Amount if a partial year plus;

(2) An amount equal to the 1/12th of the Maximum Contract Amount for EPSDT-SGF that is the Cash Flow Advance component for the anticipated FFP financial participation to be provided by the Federal government for services provided to EPSDT Medi-Cal beneficiaries.

Upon receipt of a request, Director, in his sole discretion, shall determine whether to approve the Cash Flow Advance request and, if approved, whether the request is approved in whole or in part. The time schedules and examples for County claims payment, and the three (3) and five (5) months Cash Flow Advance disbursement(s) and Contractor repayment of Cash Flow Advance funds to County by means of a County offset to Contractor claims to County are incorporated herein as Attachment V.

County identifies if Contractor's units of service and State FFP & EPSDT-SGF approvals are meeting or exceeding the contracted levels and if not Cash Flow Advance recovery is initiated to ensure Contractor completes repayment of the Cash Flow Advance with units of services by the time the Contractor's fiscal year's twelfth month of claims are received and processed.

Any County and/or State and/or Federal government(s) approved Contractor reimbursement claims for eligible services/activities in excess of the actual unpaid Cash Flow Advance County to Contractor will be disbursed in accordance with the terms and conditions of this Agreement.

Should Contractor request and receive Cash Flow Advance, Contractor shall exercise cash management of such Cash Flow Advance in a prudent manner.

For IMD, PHF and Mental Health Rehabilitation Center Contractors Only: The amount of a Cash Flow Advance payment shall be based on 95 percent (95%) of the average daily census for the last two months of the preceding fiscal year.

L. Maximum Monthly Payment: County's Maximum Monthly Payment to Contractor for each monthly claim shall not exceed an amount determined pursuant to County policies and procedures.

The State and FFP funds for State approved claims for EPSDT Title XIX Medi-Cal SFC units claimed by County to State on behalf of the Contractor shall be paid by County to Contractor only in arrears and only after County has received State and FFP payment from State.

The FFP funds for State approved claims for EPSDT Title XIX Medi-Cal SFC units, and/or Title XIX Short-Doyle/Medi-Cal SFC units, and/or Title XIX Medi-Cal Administrative Activities, claimed by County to State on behalf of the Contractor shall be paid by County to Contractor only in arrears and only after County has received FFP payment from State.

In order to recover CGF provided to Contractor as Cash Flow Advance pursuant to this Subparagraph L, or any amounts due to County by Contractor under this Agreement or otherwise, County shall withhold from any amounts due by County to Contractor under this Agreement or otherwise: (1) the FFP and/or EPSDT-SGF portions of total State approved Short-Doyle/Medi-Cal claims Cash Flow Advances that are in excess of a cumulative, for each month actual State approval data has been received, 1/12 of the Maximum Contract Amount and/or (2) the FFP portion of Title XIX Short-Doyle/Medi-Cal for State approved claims for Title XIX Short-Doyle/Medi-Cal SFC units and/or (3) the State and FFP portion of EPSDT Title XIX Medi-Cal for State approved claims for EPSDT Title XIX Medi-Cal SFC units and/or (4) the FFP for Title XIX Medi-Cal Administrative Activities and/or (5) the County, State and Federal portions of SFC units claimed by Contractor in IS for non-Title XIX Medi-Cal. Contractor may request in writing, and shall receive if requested, DMH's computations for determining any amounts withheld.

M. Withholding of Payment for Nonsubmission of IS and Other Information: County may withhold a maximum of 10 percent (10%) of any monthly claim, if any IS data, EOB data, RGMS report, or other information is not submitted by Contractor to County within the time limits of submission of this Agreement or if any IS data, EOB data, RGMS report, or other information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement. County shall give Contractor at least 15 working days written notice of its intention to withhold payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have 15 days either to correct any deficiencies, or to request reconsideration of the decision to withhold payment. Payment to Contractor shall not be withheld pending the correction of deficiencies, or if reconsideration is requested, pending the results of the reconsideration process.

N. Annual Cost Reports:

(1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor shall provide DMH with two copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. The annual cost report will be comprised of a separate set of forms for the County and State for the Financial Summary within each entity. Such reports will be due

within 75 days following either the end of such Fiscal Year or the expiration or termination date of this Agreement, whichever occurs earlier. Each such Annual Cost Report shall be prepared by Contractor in accordance with the requirements set forth in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, CR/DC Manual, RO/TCM Manual, and any other written guidelines which shall be provided to Contractor by Director by June 30 of the Fiscal Year for which the Annual Cost Report is to be prepared.

(2) If Contractor fails to submit accurate and complete Annual Cost Report(s) by such due date, and if this Agreement is automatically renewed as provided in Paragraph 1 (TERM), then County shall not make any further payments to Contractor under this Agreement until the accurate and complete Annual Cost Report(s) is (are) submitted.

(3) Failure of Contractor to submit accurate and complete Annual Cost Report(s) by such due date shall result in a Late Penalty of ONE HUNDRED DOLLARS ($100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the seventy-sixth day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement and shall continue thereafter up to the one hundred and fifth day.

In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one hundred and fifth day, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be due by Contractor to County. Contractor shall pay County according to the method described in Subparagraph S (Payments Due to County/Method of Payment).

O. Annual Cost Report Adjustment and Settlement: Based on the Annual Cost Report(s) submitted pursuant to Subparagraph N (Annual Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect the cost of all mental health services, and Title XIX Medi-Cal Administrative Activities rendered hereunder shall be adjusted as follows:

(1) Cost Reimbursement - to actual and allowable costs, not to exceed the applicable Maximum Contract Amount as shown in Subparagraph B (Reimbursement For Initial Period) or C (Reimbursement If Agreement Is Automatically Renewed), provided that reimbursement for Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law and State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be consistent with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities Plan not to exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, shall not exceed an amount for which there is sufficient CGF/State match funds in the applicable Maximum Contract Amount.

(2) IMD - to the lower of the DMH determined final IS run of reported patient days or the patient days reported in Contractor's Annual Cost Report, multiplied by the applicable SDHS's

currently approved Skilled Nursing Facility Rate per patient day for Basic Service plus SDHS's currently approved STP Rate per patient day for STP Services.

(3) Negotiated Rate - to the lower of the DMH determined final IS run of reported SFC units, or the SFC units reported in Contractor's Annual Cost Report, multiplied by the applicable NR less all revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor, including, but not limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor as described in Subsection 7 of Subparagraph I (Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest), not to exceed the applicable Maximum Contract Amount as shown in Subparagraph B (Reimbursement For Initial Period) or C (Reimbursement If Agreement Is Automatically Renewed), provided that reimbursement for Title XIX Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law and State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be consistent with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities Plan not to exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, shall not exceed an amount for which there is sufficient CGF/State match funds in the applicable Maximum Contract Amount. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County according to the method described in Subparagraph S (Payments Due to County/Method of Payment).

P. Post-Contract Audit Settlement:

(1) In the event of a post-contract audit conducted by County, State, and/or Federal personnel, actual and allowable SFC units for NR services and actual and allowable costs for cost reimbursement services shall be determined for each Fiscal Year or portion thereof that this Agreement is in effect. Such audit may include requests to review any fiscal, programmatic, or SFC unit concerns County, State, and/or Federal auditors may have under this Agreement. CR/DC Manual, RO/TCM Manual, SDMH's utilization review policies and procedures, State's Medicaid Plan, State's Title XIX Medi-Cal Administrative Activities Plan, and the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) shall serve as the basic reference and authority for the audit determination of actual and allowable SFC units for mental health services and actual and allowable costs for Title XIX Medi-Cal Administrative Activities and PATH and SAMHSA services. One of the purposes of the audit determination of actual and allowable SFC units is to identify and adjust for duplicated claims; SFC units not provided; SFC units not documented; and utilization review findings, including, but not limited to, unnecessary care and the lack of appropriate licensed practitioners of the healing arts.

(2) For mental health services, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the amounts paid by County to Contractor for any SFC

units furnished hereunder are more than the amounts allowable pursuant to this Agreement, then the difference shall be due by Contractor to County upon the State and/or Federal collection from County of the amount due, or after exhausting all appeals, if any, whichever occurs first.

For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal Administrative Activities furnished hereunder are more than the amounts allowable pursuant to this Agreement, then the difference shall be due by Contractor to County. Contractor shall pay County according to the method described in Subparagraph S (Payments Due to County/Method of Payment).

(3) For NR and CR services, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the amounts paid by County to Contractor for any NR SFC units furnished hereunder are less than the allowable pursuant to this Agreement and/or CR services, then the difference shall be paid by County to Contractor, provided that in no event shall County's Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph B (Reimbursement For Initial Period) or C (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal Administrative Activities furnished hereunder are less than the amounts reimbursable pursuant to this Agreement, then the difference shall be paid by County to Contractor, provided that in no event shall County's Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph B (Reimbursement For Initial Period) or C (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

Q. Audit Appeals After Post-Contract Audit Settlement: If Contractor appeals any audit report, the appeal shall not prevent the post-contract audit settlement pursuant to Subparagraph P (Post-Contract Audit Settlement).

R. County Audit Settlements: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the mental health services and/or Title XIX Medi-Cal Administrative Activities provided hereunder and if such audit finds that County's dollar liability for such services and/or administrative activities is less than payments made by County to Contractor, then the difference shall be due by Contractor to County, unless Contractor files an appeal with County, in which case the amount due, if any, will be determined upon the completion of the appeal. Contractor shall pay County according to the method described in Subparagraph S (Payments Due to County/Method of Payment).

If such audit finds that County's dollar liability for such services and/or administrative activities provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph B (Reimbursement

For Initial Period) or C (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

S. Payments Due to County/Method of Payment: Within ten days after written notification by County to Contractor of any amount due by Contractor to County, Contractor shall notify County as to which of the following six payment options Contractor requests be used as the method by which such amount shall be recovered by County. Any such amount shall be: (1) paid in one cash payment by Contractor to County, (2) offset against prior year(s) liability(ies), (3) deducted from future claims over a period not to exceed three months, (4) deducted from any amounts due from County to Contractor whether under this Agreement or otherwise, (5) paid by cash payment(s) by Contractor to County over a period not to exceed three months, or (6) a combination of any or all of the above. If Contractor does not so notify County within such ten days, or if Contractor fails to make payment of any such amount to County as required, then Director, in his sole discretion, shall determine which of the above six payment options shall be used by County for recovery of such amount from Contractor.

T. 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 Agreement within 60 days after the due date, as determined by Director, then Director, in his sole discretion and after written notice to Contractor, may assess interest charges at a rate equal to County's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. Contractor shall have an opportunity to present to Director information bearing on the issue of whether there is a good cause justification for Contractor's failure to pay County within 60 days after the due date. The interest charges shall be: (1) paid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by County to Contractor whether under this Agreement or otherwise.

U. Financial Solvency: Contractor shall maintain adequate provisions against the risk of insolvency.

V. Limitation of County's Obligation Due to Nonappropriation of Funds: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

W. Contractor Requested Changes:

(1) If Contractor desires any change in the terms and conditions of this Agreement, Contractor shall request such change in writing prior to April 1 of the Fiscal Year for which the change would be applicable, and all changes shall be made by an amendment pursuant to Agreement Paragraph 38 (ALTERATION OF TERMS).

(2) If Contractor requests to increase or decrease any Maximum Contract Amount, such request and all reports, data, and other information requested by DMH's Contracts Development and Administration Division, shall be received by DMH's Contracts Development and Administration Division for review prior to April 1 of the Fiscal Year in which the increase or decrease has been requested by Contractor.

X. Delegated Authority: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director or his designee may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement, under the following conditions:

(1) County's total payments to Contractor under this Agreement, for each Fiscal Year of the term of this Agreement, shall not exceed an increase of more than the Board-approved percentage of the applicable Maximum Contract Amount; and

(2) Any such increase shall only be used for additional services or to reflect program and/or policy changes that affect this Agreement; and

(3) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement; and

(4) Approval of County Counsel and the Chief Administrative Officer or his designee is obtained prior to any such amendment to this Agreement; and

(5) County and Contractor may by written amendment reduce programs or services and revise the applicable Maximum Contract Amount; and

(6) County's Department of Mental Health Director shall notify County's Board of Supervisors of all Agreement changes in writing within 30 days following execution of any such amendment(s).

Y. California Work Opportunity and Responsibility to Kids (CalWORKs):

(1) CalWORKs Reimbursement:

(a) Reimbursement at cost for existing services under this Agreement shall be considered payment in full, subject to third party liability and beneficiary share of costs, for the CalWORKs beneficiaries.

For each month of the term of this Agreement, Contractor shall submit to County a separate claim for CalWORKs services in the form and content specified by County. Each monthly claim shall be submitted within 30 days of Contractor's receipt of County's IS CalWORKs

Service Reports for the last date CalWORKs' mental health services were provided during the particular month.

All monthly claims shall be subject to adjustment based upon the IS reports, EOB data, and/or Contractor's annual Cost Report which shall supersede and take precedence over all claims. No billing changes/adjustments or audits will be allowed after such time.

(b) Under no circumstances shall Contractor be reimbursed for the provision of CalWORKs services from any funds included in the Cash Flow Loan Exhibit(s).

(c) Director shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards as set forth in the Los Angeles County annotated version of the Rehabilitation Option and Targeted Case Management Manual. Director shall provide Contractor with at least 30 days written notice of his intention to deny payment, including the reason(s) for his intended actions. Thereafter, Contractor may, within 15 days, request reconsideration of the County's decision.

(d) Reimbursement shall only be made for CalWORKs services to the extent that funds are allocated by DPSS and the State for these services.

(e) Services to CalWORKS beneficiaries shall be limited to Contractor's existing services as provided in this Agreement.

(2) CalWORKs Suspension of Payment: Payments to Contractor may be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement, or if funds are unavailable from the State or DPSS for payment on CalWORKs claims. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 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 days, request reconsideration of Director's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.

Director shall immediately notify Contractor upon receiving notification of unavailability of funds from the State or DPSS for payment on CalWORKs claims.

Z. AB 3632 Services Utilizing SB 90 Funds: SB 90 funds are part of the Maximum Contract Amount(s) of this Agreement and shall be paid by County to Contractor solely in County's capacity as the SB 90 claim intermediary between the Contractor and the State. The CGF allocated on the Financial Summary Page for AB 3632 (SB 90) services is designated solely for AB 3632 services and no CGF in this category shall be transferred to any other category on said Financial Summary Page. County shall make all instructions issued by the State for SB 90 claiming available to Contractor.

Notwithstanding any other provision of this Agreement, in the event that Contractor provides AB 3632 services reimbursable under the State's SB 90 mandate claim process, in excess of the Contractor's Fiscal Year 1997-1998 base of $_____, Contractor shall be paid by County

from SB 90 funds upon receipt from the State. In the event that SB 90 funds are not available to pay SB 90 claims or that State denies any or all of the SB 90 claims submitted by County on behalf of Contractor, Contractor shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied SB 90 claims or for the unavailability of SB 90 funds to pay for SB 90 claims. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County in support of all claims for SB 90 funds submitted by County as the fiscal intermediary.

AA. General Relief Opportunities for Work (GROW) Reimbursement:

(1) Reimbursement at cost of existing services under this Agreement shall be considered payment in full, subject to third party liability and beneficiary share of costs, for the GROW beneficiaries.

(2) Under no circumstances shall Contractor be reimbursed for the provision of GROW services from any funds included in the Cash Flow Loan Exhibit(s).

(3) DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards as set forth in the Los Angeles County annoted version of the Rehabilitation Option and Targeted Case Management Manual.

(4) Reimbursement shall only be made for GROW services to the extent that funds are allocated by the Department of Public Social Services (DPSS).

(5) Services to GROW beneficiaries shall be limited to Contractor's existing services as provided in this Agreement.

BB. Healthy Families:

(1) Healthy Families Reimbursement

(a) Title XXI Healthy Families funds shall be paid to Contractor only for State approved claims for Title XXI Healthy Families services and only to the extent that 1) the Contractor has complied with Federal and State laws, regulation, manuals, guidelines, and directives, 2) eligible FFP matching funds are available under this Agreement, and only after County has received FFP payment from the State.

(b) Reimbursement to the Contractor for services to Serious Emotionally Disturbed (SED) HFPM will be existing rates for existing mental health services under this Agreement.

(c) Under no circumstances shall Contractor be reimbursed for the provision of services to HFPM from any Cash Flow Advance funds.

(2) Healthy Families Suspension of Payments: At the sole discretion of Director, payments to Contractor under this Agreement shall be suspended if Director determines that Contractor is in default under any of the provisions of this Agreement, or if the State fails to make prompt payment as determined by Director on County's claims to State.

CC. Supportive and Therapeutic Options Program (STOP) Funds: STOP funds may not be used as local match for any State or Federal programs. Notwithstanding any other provision of this

Agreement, in the event that Contractor provides STOP services reimbursable under the State's STOP claim process, Contractor shall be paid by County from STOP funds upon receipt from the State. In the event that STOP funds are not available to pay STOP claims or that State denies any or all of the STOP claims submitted by County on behalf of Contractor, Contractor understands and agrees that County is not responsible for any substantive payment obligation and, accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied STOP claims or for the unavailability of STOP funds to pay for STOP claims.

5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this 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 Agreement 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 Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

6. PRIOR AGREEMENT(S) SUPERSEDED:

A. Reference is made to the certain document(s) entitled:

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
_____	_____	_____

The parties agree that the provisions of such prior Agreement(s), and all Amendments thereto, shall be entirely superseded as of _____, _____, by the provisions of this Agreement.

B. The parties further agree that all payments made by County to Contractor under any such prior Agreement(s) for services rendered thereunder on and after _____, _____, shall be applied to and considered against all applicable Federal, State, and/or County funds provided hereunder.

C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in Subparagraph A, the total reimbursement by County to Contractor under all these Agreements for Fiscal Year _____ shall not exceed _____ _____ DOLLARS ($_____); and for Fiscal Year _____ shall not exceed _____ _____ DOLLARS ($_____); and for Fiscal Year _____ shall not exceed _____ _____ DOLLARS ($_____).

The supersession of this Agreement is not intended to supersede ongoing programs and/or

special provisions (such as, deeds, leases, rentals, or space use) which are implemented by special amendments with providers. Such ongoing programs and special provisions set forth in special amendments can only be affected by a written contract amendment that refers specifically to the provisions set forth in the Amendment.

For information on amendment(s) for special provisions for such ongoing programs and/or special services, see Exhibit(s) _____.

7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, that approximates the type and number as indicated in Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, and as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5603 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, CR/DC Manual, RO/TCM Manual, SDMH Policy Letters, and function within the scope of practice as dictated by licensing boards/bodies. (1) If vacancies occur in any of Contractor's staff that would reduce Contractor's ability to perform any services under the Agreement, Contractor shall promptly notify Director of such vacancies. (2) During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under this Agreement.

8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy. Contractor shall be responsible for the training of all appropriate staff on the CR/DC Manual, RO/TCM Manual, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

9. PROGRAM SUPERVISION, MONITORING AND REVIEW:

A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Contract Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, if State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of

Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.

B. To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and Federal law, authorized County, State, and/or Federal representatives and designees shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or Federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or Federal representatives and designees within ten (10) State working days for monitoring purposes.

10. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

11. RECORDS AND AUDITS:

A. Records:

(1) Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all the various professional, para-professional, intern, student, volunteer and other personnel to fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and during the applicable period of records retention. Such access shall include regular and special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection, program review, and/or audit at such other location. In addition to the requirements in this Paragraph 11, Contractor shall comply with any additional patient/client

record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in the Service Exhibit(s).

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records of all direct services (i.e., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and Federal requirements on each individual patient/client which shall include, but not be limited to, patient/client identification number, IS patient/client face sheet, all data elements required by IS, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary. All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven (7) years following discharge of the patient/client or termination of services (except that the records of unemancipated minors shall be kept at least one year after such minor has reached the age of 18 years and in any case not less than seven (7) years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

(b) Case Management Support Services and Outreach Services Records (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and Federal requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven years following the expiration or termination of this Agreement, or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection and/or audit.

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request. The above financial records shall include, but are not limited to:

(a) Books of original entry and a general ledger.

(b) Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs among Contractor's various modes of service. "Indirect costs"

shall mean those costs as described by the CR/DC Manual and all guidelines, standards, and procedures which may be provided by County to Contractor.

(c) Bronzan-McCorquodale/County statistics and total facility statistics (e.g., patient days, visits) which can be identified by type of service pursuant to the CR/DC Manual and any policies and procedures which may be provided by County to Contractor.

(d) A listing of all County remittances received.

(e) Patient/client financial folders clearly documenting:

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

ii. Contractor's reasonable efforts to collect charges from the patient/client, his responsible relatives, and any other third party payer.

(f) Individual patient/client ledger cards indicating the type and amount of charges incurred and payments by source and service type.

(g) Employment records.

(3) The entries in all of the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15), CR/DC Manual, and RO/TCM Manual. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven years following the expiration or termination of the Agreement, or until County, State and/or Federal audit findings are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Contractor's outside auditors, and regular and special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(4) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 11.

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B. Audits:

(1) Contractor shall provide County and its authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Agreement.

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

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

(4) State Department of Mental Health Access to Records: Contractor agrees that for a period of seven years or until final audit is completed, which ever occurs later, following the furnishing of services under this Agreement, Contractor shall maintain and make available to the State Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized Federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 9 and in this Paragraph 11.

(5) Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement, Contractor shall maintain and make available to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to

verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 9 and in this Paragraph 11.

12. REPORTS:

A. Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least 30 days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

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

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

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

C. Integrated System (IS):

(1) Contractor shall participate in IS, including, but not limited to, RGMS, as required by Director. Contractor shall report to County, all program, patient/client, staff, and other data and information about Contractor's services, within the specified time periods as required by DMH's Integrated System Procedure Manual and Reports Reference Guide 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.

(2) Notwithstanding any other provision of this Agreement, only units of service entered by Contractor into IS shall be counted as delivered units of service. All units of service generated during the Start-Up Period, if any, shall be entered by Contractor into IS. After the close of the monthly IS time frame, no data and information relating to units of service for that month may be added without the written approval of Director.

(3) If, after the close of the monthly IS time-frame, Contractor desires to enter any data and information documenting units of 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 IS. Director may, at his sole discretion, approve in writing Contractor's request to enter the data and information into IS. Notwithstanding any other

provision of this Agreement, the only units of service which shall be considered legitimate and reimbursable at Annual Cost Report adjustment and settlement time or otherwise shall be those units of service as entered by Contractor into IS.

(4) Contractor shall train its staff in the operation, procedures, policies, and all related use, of IS as required by County.

13. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and IS records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

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

15. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

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

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Contractor shall assure that any person who enters into employment as a care

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

(2) Contractor shall assure that clerical and other nontreatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

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

(4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

16. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 16, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical conditions.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of

presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

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

17. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical

disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 17 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 17 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 17, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

19. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and 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, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA, 90020,* prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract

manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	($1,000,000)
Disease – policy limit:	One Million Dollars	($1,000,000)
Disease – each employee:	One Million Dollars	($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

20. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

23. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall

not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

24. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

25. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

26. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without the prior written consent of County, and any prohibited delegation or assignment shall be null and void. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim which Contractor may have against

County.

27. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 27. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

(5) A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7)."

The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor,

including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 27 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any subcontractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 27, on or immediately after the effective date of the subcontract but in no event later

than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be delivered to the Chief of DMH's Contracts Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 27, including, but not limited to, consenting to any subcontracting.

28. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

29. COMPLIANCE WITH APPLICABLE LAW:

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

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

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

30. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

31. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder) as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

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

32. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90

calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

33. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

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

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 33 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

34. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

35. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an

intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

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

37. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

38. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

39. ENTIRE AGREEMENT: The body of this Agreement, all attachments, Financial Summary(ies), Service Delivery Site Exhibit, and Service Exhibit(s) _____ _____, attached hereto and incorporated herein by reference, and Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and its definitions and then to such other documents according to the following priority:

A. Financial Summary(ies)

B. Service Delivery Site Exhibit

C. Service Exhibit(s)

D. Contractor's Negotiation Package.

40. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

41. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

42. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

43. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 days of filing, County shall have the right to take immediate

possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

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

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

45. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

46. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

47. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

48. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 48.

49. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

50. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to

use recycled-content paper to the maximum extent possible on the Project.

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

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board

shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors of County Contractors.

52. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as part of its obligation under this Paragraph 52.

Failure by Contractor to meet the requirements of this Paragraph 52 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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53. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). 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 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 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, 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 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.

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

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(a) County has added to the DMH Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(c) County has added to the DMH Provider Manual a Trading Partner

Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website www.dmh.co.la.ca.us 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 or 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 Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

54. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Employee's regular pay the fees received for jury service.

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

Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment VII of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

56. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

57. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM:

(LANGUAGE APPLIES ONLY TO PROP A LIVING WAGE CONTRACTS)

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit K* and incorporated by reference

into and made a part of this Contract.

B. Payment of Living Wage Rates:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

i. Not less than $9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

ii. Not less than $8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

(2) For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of

"Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit L and Exhibit M*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the

expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees: The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies: If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding of Payment: If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages: It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(c) Termination: The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate

the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage: If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding Payment: If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages: It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(c) Termination: The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) Debarment: In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees: The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan.

If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited: The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

J. Contractor Standards: During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

K. Employee Retention Rights:

(Note: This Sub-paragraph applies only if the contract involves the provision of services that were previously provided by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.)

(1) Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

(a) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(b) Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(c) Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

(2) Contractor is not required to hire a retention employee who:

(a) Has been convicted of a crime related to the job or his or her performance; or

(b) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations: The Contractor shall not use any consideration received

under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

58. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

County of Los Angeles - Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020
Attention: Chief of Contracts

For the Contractor, please use the following contact information:

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer-Board of Supervisors of the County of Los Angeles

By _____
Deputy

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Principal Deputy County Counsel

_____
CONTRACTOR

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and Administration Division

RB LegalEntityFile:NRTIT20C.IVA.LE04-05

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

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Principal Deputy County Counsel

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

RB LegalEntityFile:NRTIT20C.IVA.LE04-05

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

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

RB LegalEntityFile:NRTIT20C.IVA.LE04-05

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. "CCR" means the California Code of Regulations;

B. "CGF" means County General Funds;

C. "CalWORKs" means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both Federal and State funds;

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

E. "Cost Reimbursement" or "CR" means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;

F. "CPT" means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication;

G. "CR/DC Manual" means SDMH's Cost Reporting/Data Collection Manual;

H. "Day(s)" means calendar day(s) unless otherwise specified;

I. "DCFS" means County Department of Children and Family Services;

J. "Director" means County's Director of Mental Health or his authorized designee;

K. "DMH" means County's Department of Mental Health;

L. "DPSS" means County's Department of Public Social Services;

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

N. "EPSDT" means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;

O. "Established Maximum Allowable Rate" means the Short-Doyle/Medi-Cal maximum reimbursement for a specific SFC unit as established by SDMH;

DEFINITIONS CONTINUED

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

Q. "Fiscal Intermediary" means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;

R. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;

S. "Gross Program Budget" is the sum total of the Net Program Budget and all "Third Party Revenues" shown in the Financial Summary.

T. "GROW" means General Relief Opportunities for Work;

U. "Healthy Families" ("HF") means the federally subsidized health insurance program administered by the State of California for the provision of comprehensive health services (including medical, dental and vision care) to children ages birth through 19th birthday from low income families.

V. "Healthy Families Procedures Manual" ("HF Procedures Manual") means DMH's Healthy Families Procedures Manual for providers. The HF Procedure Manual contains the formal requirements, policies and procedures governing Healthy Families and is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the HF Procedures Manual upon execution of this Agreement.

W. "IMD" means Institutions for Mental Disease. Hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;

X. "IS" means DMH's Integrated System;

Y. "Legal Entity" means the legal organization structure under California law;

Z. "Maximum Contract Amount" is the sum total of all "Allocations" and "Pass Through" amounts shown in the Financial Summary. Unless otherwise provided in this Agreement, or separately agreed to in writing between the parties, it is the intent of the parties that the Maximum Contract Amount shall be equal to the Net Program Budget;

DEFINITIONS CONTINUED

AA. "Member" or Title XXI Healthy Families Program Member ("HFPM") means an enrollee in any Healthy Families Health Plan through Healthy Families.

BB. "MHRC" means Mental Health Rehabilitation Centers certified by the State Department of Mental Health;

CC. "MRMIB" means the State of California Managed Risk Medical Insurance Board, the administrator of Healthy Families for the State of California.

DD. "Negotiated Rate" or "NR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a SFC unit as defined by Director and which is shown on the Financial Summary. An NR is the gross rate of reimbursement which is generally determined by dividing Contractor's gross program cost of delivering a particular SFC by the number of such SFC units to be delivered. All fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same service shall be deducted from the cost of providing the mental health services covered by the Negotiated Rate. A portion of the State-approved NR, which in some cases may be higher than the contracted NR, may be retained by County as County's share of reimbursement from SDMH;

EE. "Net Program Budget" is equal to the Maximum Contract Amount which is the sum total of all "Allocations" and "Pass Through" amounts shown in the Financial Summary. Unless otherwise provided in this Agreement, or separately agreed to in writing between the parties, it is the intent of the parties that the Net Program Budget shall be equal to the Maximum Contract Amount; and

FF. "PATH" means Projects for Assistance in Transition from Homelessness Federal grant funds;

GG. "PHF" means a Psychiatric Health Facility. A health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons. This care shall include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.

DEFINITIONS CONTINUED

HH. "RO/TCM Manual" means SDMH's Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management;

II. "RGMS" means DMH's Revenue Generation Management System which is included as a subsystem in MIS;

JJ. "SAMHSA" means Substance Abuse and Mental Health Services Administration Federal block grant funds;

KK. "SDHS" means State Department of Health Services;

LL. "SDMH" means State Department of Mental Health;

MM. "SDSS" means State Department of Social Services;

NN. "SFC" means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;

OO. "SNF-STP" mean Skilled Nursing Facility licensed by the State Department of Health Services, with an added Special Treatment Program certified by the State Department of Mental Health;

PP. "State" means the State of California;

QQ. "Title IV" means Title IV of the Social Security Act, 42 United States Code Section 601 et seq.;

RR. "Title XIX" means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;

SS. "Title XXI" means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.

TT. "UMDAP" means SDMH's Uniform Method of Determining Ability to Pay;

UU. "WIC" means the California Welfare and Institutions Code;

Contractor Name:
Legal Entity Number:
Agreement Period:
Fiscal Year:

DMH Legal Entity Agreement
Attachment II Page 1 of 2
The Financial Summary
Amendment Number
(If Applicable) _____

Categories		Maximum Funding Source Totals	
A. Allocations:			CR or NR
County General Fund (CGF)	1. EPSDT Baseline CGF Match	$ -	
	2. SB 90 (AB 3632) Baseline CGF Match	$ -	
	3. EPSDT Growth CGF Match	$ -	
	4. Healthy Families CGF Match	$ -	
	5. Non EPSDT - FFP CGF Match	$ -	
	6. STOP CGF Match	$ -	
	Sub-Total Categorical CGF	$ -	
	7. Other CGF	$ -	
	TOTAL CGF (1 through 7)	$ -	
		$ -	
		$ -	
		$ -	
	TOTAL ALLOCATIONS (A)	$ -	
B. Pass Through:			
FFP:	1. Healthy Families FFP	$ -	
	2. Non EPSDT - FFP	$ -	
	a. Medi-Cal Administrative Activities (MAA) FFP	$ -	
	3. EPSDT - FFP	$ -	
	TOTAL FFP	$ -	
EPSDT - State General Fund (SGF)		$ -	
SB 90/IDEA (AB 3632)		$ -	
	TOTAL PASS THROUGH (B)	$ -	
	Maximum Contract Amount/Net Program Budget (A+B):		$ -
C. Third Party:			
Medicare		$ -	
Patient Fees		$ -	
Insurance		$ -	
Other		$ -	
	TOTAL THIRD PARTY (C)	$ -	
	Gross Program Budget (A+B+C):		$ -

Footnotes Section:

Contractor Name:
Legal Entity No:

Agreement Period:
Fiscal Year:

DMH Legal Entity Agreement
Attachment II Page 2 of 2
The Rate Summary
Amendment Number (If Applicable) ____

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb CR	Provider Numbers
A. 24 HOUR SERVICES						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 -34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Indigent	05	36 - 39			
	Regular	05	36 - 39			
IMD - Like		05	36 - 39			
IMD (W/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
B. DAY SERVICES						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81-84			
Day Treatment Intensive: Full Day		10	85-89			
Day Rehabilitative : Half Day		10	91-94			
Day Rehabilitative : Full Day		10	95-99			
C. OUTPATIENT SERVICES						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09			
Mental Health Services		15	10 - 19 /30-59			
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69			
Crisis Intervention		15	70 - 79			
D. OUTREACH SERVICES						
Mental Health Promotion		45	10 - 19			
Community Client Services		45	20 - 29			
E. SUPPORT SERVICES						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			
F. Medicaid Administrative Activities (MAA)						
MAA		55	01-35			

DMH LEGAL ENTITY AGREEMENT
ATTACHMENT III

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

LEGAL ENTITY NO.: _____ **PERIOD:** _____

*DESIGNATED PROGRAM OFFICE	SERVICE EXHIBIT NO.	PROV. NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT

*Legend: ASOC(A) CSOC (C) Critical Care (CC) Court Programs (CP) Homeless (H) Managed Care (MC)

SERVICE EXHIBITS

A duplicate original of the Service Exhibit(s) will be on file in the Department of Mental Health's Contracts Development and Administration Division and is deemed incorporated herein by reference as though fully set forth, and will be made available to interested persons upon request.

DESCRIPTION	CODES	
Targeted Case Management Services (Rehab. Option)	104-A	
Short-Term Crisis Residential Services (Forensic)	201	
Crisis Stabilization Services (Rehab. Option)	202-A	
Vocational Services	304-A	
Day Rehabilitation Services (Adult) (Rehab. Option)	308-A	
Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)	309-A	
Day Treatment Intensive Services (Adult) (Rehab. Option)	310-A	
Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)	311-A	
Mental Health Services (Rehab. Option)	402	
Medication Support Services (Rehab. Option)	403	
Crisis Intervention Services (Rehab. Option)	404-A	
Mental Health Service Treatment Patch (La Casa)	405	
Therapeutic Behavioral Services	406-A	
Outreach Services	501-A	
Outreach Services (Suicide Prevention Services)	502-A	
Intensive Skilled Nursing Facility Services	601	
Mental Health Rehabilitation Centers (La Casa Mental Health Rehabilitation Center)	602	
Intensive Skilled Nursing Facility Services (La Paz)	603	
Intensive Skilled Nursing Facility Services Forensic Treatment	604	
Skilled Nursing Facilities (Psychiatric Services)	605	
Skilled Nursing Facility – Special Treatment Program Services		
(SNF-STP/Psychiatric Services)	608	

Intensive Skilled Nursing Facility Services – Enhanced Treatment Program (ETP)	609	
Socialization Services	701-A	
Life Support Service	801	
Case Management Support Services	802-A	
Case Management Support Services (Forensic)	803-A	
Case Management Support Services (Children & Youth)	804-A	
Life Support Services (Forensic)	805	
Independent Living Services	901	
Local Hospital Services	902	
Semi-Supervised Living Services	904	
Adult Residential Treatment Services (Transitional)	912	
Adult Residential Treatment Services (Long Term)	913	
Non-Hospital Acute Inpatient Services (La Casa PHF)	914	
Assertive Community Treatment Program (ACT)	921	
Psychiatric Inpatient Hospital Services	930	
Primary Linkage and Coordinating Program	1001	
AB 34 Housing and Personal/Incidental Services	1002	
Service Provisions (Organizational Provider Only)	1003	
Consumer Run/Employment Program	1005	
Alcohol and Drug Abuse Counseling and Education Services	1006	
AB 2034 State Demonstration Program (Housing Expenses)	1008	
AB 2034 State Demonstration Program (Personal and Incidental Expenses)	1009	
Client Supportive Services (Includes Attachment A (Reimbursement Procedures) and Attachment B (Monthly Claim for Cost Reimbursement)	1010	

SECTION 1
THREE (3) MONTH CASH FLOW ADVANCE SCHEDULE

Month of Service		Disbursement	Recovery of the CFA Payment
Month 1	July	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 2	August	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 3	September	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 4	October	Contractor's State and County approved July claims minus the amount the July CFA exceeded the contractor's County and State approved July claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 5	November	Contractor's State and County approved August claims minus the amount the August CFA exceeded the contractor's County and State approved August claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 6	December	Contractor's State and County approved September claims minus the amount the September CFA exceeded the contractor's County and State approved September claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the September CFA exceeded the contractor's County and State approved September claims (September CFA minus September actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 7	January	Contractor's State and County approved October claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA. Recovery of any units of service deficiency.

SECTION 1
THREE (3) MONTH CASH FLOW ADVANCE SCHEDULE

Month 8 February	Contractor's State and County approved November claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 9 March	Contractor's State and County approved December claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 10 April	Contractor's State and County approved January claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 11 May	Contractor's State and County approved February claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 12 June	Contractor's State and County approved March claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 13 July	Contractor's State and County approved April claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.
Month 14 August	Contractor's State and County approved May claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.
Month 15 September	Contractor's State and County approved June claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.

SECTION 2
FIVE (5) MONTH CASH FLOW ADVANCE SCHEDULE

Month of Service		Disbursement	Recovery of the CFA Payment
Month 1	July	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 2	August	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 3	September	Cash Flow Advance (CFA)of 1/12th of the Maximum Contract Amount (MCA).	
Month 4	October	Contractor's State and County approved July claims plus a CFA in the amount of 1/12th of the MCA for EPSDT-SGF multiplied by 2minus any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 5	November	Contractor's State and County approved August claims plus a CFA in the amount of 1/12th of the MCA for EPSDT-SGF multiplied by 2 any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 6	December	Contractor's State and County approved September claims minus the amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 7	January	Contractor's State and County approved October claims minus the amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.

SECTION 2
FIVE (5) MONTH CASH FLOW ADVANCE SCHEDULE

Month 8 February	Contractor's State and County approved November claims minus the amount the September CFA exceeded the contractor's County and State approved September claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the September CFA exceeded the contractor's County and State approved September claims (September CFA minus September actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 9 March	Contractor's State and County approved December claims minus the amount the October CFA exceeded the contractor's County and State approved October claims (October CFA minus October actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the October CFA exceeded the contractor's County and State approved October claims (October CFA minus October actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 10 April	Contractor's State and County approved January claims minus the amount the November CFA exceeded the contractor's County and State approved November claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the November CFA exceeded the contractor's County and State approved November claims (November CFA minus November actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 11 May	Contractor's State and County approved February claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 12 June	Contractor's State and County approved March claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 13 July	Contractor's State (FFP & EPSDT-SGF) and County approved April claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 14 August	Contractor's State (FFP & EPSDT-SGF) and County approved May claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 15 September	Contractor's State (FFP & EPSDT-SGF) and County approved June claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.

MCA = $1,200,000; 1/12th of MCA = $100,000

Disbursements - 3 Months	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb.	March
				July MIS & approvals	August MIS & approvals	Sept. MIS & approvals	Oct. MIS & approvals)	Nov. MIS & approvals	Dec. MIS & approvals
1) CFA	100,000	100,000	100,000						
MIS - allocations				60,000	55,000	52,000	51,000	52,000	51,000
Pass through approvals				40,000	45,000	48,000	49,000	48,000	49,000
Total Disbursement				100,000	100,000	100,000	100,000	100,000	100,000
2) CFA	100,000	100,000	100,000						
MIS - allocations				45,000	50,000	52,000	52,000	50,000	51,000
Pass through approvals				40,000	43,000	46,000	46,000	45,000	49,000
(less July CFA-July Act, etc.*)				(15,000)	(7,000)	(2,000)	-	-	-
Total Disbursement				70,000	86,000	96,000	98,000	95,000	100,000
3) CFA	100,000	100,000	100,000						
MIS - allocations				55,000	58,000	60,000	64,000	68,000	70,000
Pass through approvals				50,000	52,000	55,000	61,000	65,000	68,000
less excess of 1/12th MCA **				(5,000)	(10,000)	(15,000)	(25,000)	(33,000)	(38,000)
Total Disbursement				100,000	100,000	100,000	100,000	100,000	100,000

Disbursements - 5 Months	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb.	March
				July MIS & approvals	August MIS & approvals	Sept. MIS & approvals	Oct. MIS & approvals)	Nov. MIS & approvals	Dec. MIS & approvals
1) CFA	100,000	100,000	100,000	-	-				
MIS - allocations				60,000	55,000	52,000	55,000	56,000	55,000
Pass through approvals				40,000	45,000	48,000	45,000	44,000	45,000
Total Disbursement				100,000	100,000	100,000	100,000	100,000	100,000
2) CFA	100,000	100,000	100,000	20,000	12,000	-	-	-	-
MIS - allocations				45,000	48,000	52,000	56,000	58,000	50,000
Pass through approvals				35,000	40,000	41,000	52,000	47,000	48,000
(less Oct... CFA)						(20,000)	(12,000)	(7,000)	-
Total Disbursement				100,000	100,000	73,000	96,000	98,000	98,000
3) CFA	100,000	100,000	100,000	10,000	-				
MIS - allocations				48,000	52,000	60,000	65,000	68,000	75,000
Pass through approvals				42,000	48,000	48,000	62,000	65,000	72,000
less excess of 1/12th MCA**						(10,000)	(27,000)	(33,000)	(47,000)
Total Disbursement				100,000	100,000	98,000	100,000	100,000	100,000

* e.g. July CFA = $100,000; July actuals = $85,000; therefore, difference is $15,000
** Once CFA is fully repaid, any claims are remitted to contractor

Disbursements - 3 Months	April	May	June	July	Aug	Sept
	Jan MIS & approvals	Feb. MIS & approvals	Mar. MIS & approvals			
1) CFA						
MIS - allocations	53,000	51,000	52,000			
Pass through approvals	47,000	49,000	48,000	April,May, June MIS & approvals		
Total Disbursement	100,000	100,000	100,000	used to payback July,Aug, Sept. CFA		
2) CFA						
MIS - allocations	50,000	51,000	50,000	May be holdback in April, May,		
Pass through approvals	48,000	49,000	49,000	and/or June due to low service level		
(less July CFA-July Act, etc.*)	-	-	-			
Total Disbursement	98,000	100,000	99,000	April,May, June MIS & approvals		
				used to payback July,Aug, Sept. CFA		
3) CFA						
MIS - allocations	75,000	78,000	81,000			
Pass through approvals	72,000	76,000	78,000			
less excess of 1/12th MCA **	(47,000)	(68,000)	(59,000)	Once CFA has been fully repaid, April -		
Total Disbursement	100,000	86,000	100,000	June MIS & approvals will be paid up to MCA		

Disbursements - 5 Months	April	May	June	July	Aug	Sept
	Jan MIS & approvals	Feb. MIS & approvals	Mar. MIS & approvals			
1) CFA						
MIS - allocations	57,000	55,000	58,000			
Pass through approvals	43,000	45,000	42,000	April,May, June MIS & approvals		
Total Disbursement	100,000	100,000	100,000	used to payback July,Aug, Sept. CFA		
2) CFA						
MIS - allocations	49,000	51,000	51,000	May be holdback in April, May,		
Pass through approvals	48,000	49,000	49,000	and/or June due to low service level		
(less Oct... CFA)		(2,000)	(3,000)			
Total Disbursement	97,000	98,000	97,000	April,May, June MIS & approvals		
				used to payback July,Aug, Sept. CFA		
3) CFA						
MIS - allocations	81,000	84,000	89,000			
Pass through approvals	78,000	81,000	82,000			
less excess of 1/12th MCA**	(59,000)	(65,000)	(69,000)	Once CFA has been fully repaid, April -		
Total Disbursement	100,000	100,000	102,000	June MIS & approvals will be paid up to MCA		

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 52 (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 sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

DMH LEGAL ENTITY AGREEMENT
ATTACHMENT VII

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Governor Arnold Schwarzenegger

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles

En el Condado de Los Angeles
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
[illegible]

Agencia de Salud y Servicios Humanos
[illegible]

Departamento de Servicios Sociales
[illegible]

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Gran iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes:** Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

DMH New Agreement Summary

LEGAL ENTITY NAME: _____

Contract No.: _____ Legal Entity No.: _____

Term of Agreement: _____ Contract Expiration: _____ Board Adopted Date: _____

LISTING OF FUNDING SOURCES

	Realignment/CGF	12	DCFS AB 3632 Family Preservation	24	PATH/McKinney
1	EPSDT Baseline CGF Match	13	DHS/ADPA (Sidekick)	25	AB 2994
2	SB 90 (AB 3632) Baseline CGF Match	14	DCFS Star View	26	AB 2034: Services
3	EPSDT Growth CGF Match	15	DPSS CalWORKs		AB 2034: Client Supportive Services
4	Healthy Families CGF Match	16	DPSS GROW	27	SAMHSA/AB 3015
5	Non EPSDT-FFP CGF Match	17	DHS Lamp		SAMHSA: Flex Funds
6	STOP CGF Match	18	DHS Social Model	28	State HIV/AIDS
7	Other CGF	19	DCFS STOP	29	SB 90 (AB 3632)
8	DHS/ADPA AB 2034	20	DCFS Hillview/Transitional Living	30	Healthy Families FFP
9	DHS/ADPA Dual Diagnosis	21	Probation Schiff-Cardenas	31	Non EPSDT-FFP
10	DCFS Family Preservation	22	DHS/ADPA Dual Diagnosis (BHS)	32	EPSDT-FFP
11	DCFS AB 1733 Child Abuse	23	DCFS THP	33	EPSDT-SGF

FUNDING SOURCE(S) OF NEW AGREEMENT (Select from Funding Sources listed above):

	FY	FY	FY
MCA	$ -	$ -	$ -

Headquarters Address: _____ Sup. Dist.: _____

_____ Svc. Area: _____

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS
PERCENTAGE OF OWNERSHIP IN FIRM

Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
		% Men	% Women	% Men	% Woment	% Men	% Women	% Men	% Women
The Village Family Services	NP								

Firm Status:

NP=Non Profit
P= Profit
G=Governmental

NOTE: Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.