COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 09, 2010

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

Dear Supervisors:

APPROVAL TO ENTER INTO A NEW LEGAL ENTITY AGREEMENT WITH TRI-CITY MENTAL HEALTH CENTER (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

Request approval to enter into a Legal Entity Agreement with Tri-City Mental Health Center to continue their provision of outpatient mental health services to Medi-Cal eligible adults and children residing in Pomona, Claremont, and La Verne.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute a Legal Entity (LE) Agreement, substantially similar to Attachment A, with Tri-City Mental Health Center (Tri-City MHC) for the provision of outpatient mental health services to Medi-Cal eligible adults and children residing in Pomona, Claremont, and La Verne, at an annual Maximum Contract Amount (MCA) of $4,582,015 effective July 1, 2010 through Fiscal Year (FY) 2010-11, with two successive one-year automatic renewal options through FY 2012-13.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to this LE Agreement, provided that: 1) the County's total payments to contractor under this agreement for the applicable fiscal year do not exceed a 20 percent increase from the applicable revised MCA; 2) any such increase is used to reflect program or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designees, is obtained prior to any such amendments; 5) the parties, by written amendment, may mutually agree to reduce programs or services without

reference to the 20 percent limitation and revise the applicable MCA; and 6) the Director of Mental Health, or his designee, notifies your Board of agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow the Department to replace the existing agreement, scheduled to expire on June 30, 2010, with a new agreement for the next three fiscal years. In addition, Board approval will allow the Department to amend the agreement as the need arises. The recommended actions will enable Tri-City MHC to continue to provide services to Medi-Cal beneficiaries who are residents of the Tri-City area. The agreement format also includes any applicable updated or new mandated provisions in accordance with Board policy.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The FY 2010-11 MCA for Tri-City MHC is $4,582,015, fully funded by Federal Financial Participation (FFP) Medi-Cal and Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) - State General Funds (SGF). Tri-City MHC will incur the costs for all services rendered, thereby incurring the certified public expenditure (CPE) required for the State to claim FFP for Medi-Cal services, and for Tri-City MHC to receive EPSDT - SGF reimbursement. Tri-City MHC will provide the local match for Medi-Cal services using Sales Tax Realignment funds which Tri-City MHC receives directly from the State and Mental Health Services Act (MHSA) funds which have been awarded directly to Tri-City MHC. The agreement is limited to Short-Doyle/Medi-Cal services. The County functions as an agent to pass-through State and federal reimbursement for Medi-Cal services rendered by Tri-City MHC. The agreement does not provide for annual cash flow advance, nor payments to Tri-City MHC prior to the County's actual receipt of funds from the State.

Moreover, to assure that the County has funds to repay any audit or claim disallowances which may occur, the agreement allows DMH to hold a percentage of all State and federal payments it receives in an escrow account until it becomes reasonably certain that such funds will not require repayment. The agreement specifies that the percentage withheld can be adjusted during the term of the contract without Board re-approval, to the extent data supports an increase or decrease in the percentage withheld. The agreement requires Tri-City MHC to treat, and take financial responsibility for, non-emergency outpatient mental health services for all residents of the Tri-City areas who are referred to Tri-City MHC for treatment.

While the plan of reorganization approved in Tri-City's bankruptcy in 2004 was designed to increase the amount of repayment the County would receive in connection with the bankruptcy, no funds have been received to date because of a continuing dispute between Tri-City MHC and the State. The Court has ordered Tri-City MHC and the State to enter into mediation. If the mediation is successful with Tri-City MHC prevailing, it is anticipated Tri-City MHC will make substantial payments on County's claim. If the mediation does not result in a settlement between the State and Tri-City MHC, any repayment from Tri-City MHC to the County becomes less probable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Tri-City MHC is a municipal special district organized in 1961 as a joint powers authority by the cities of Pomona, Claremont, and La Verne to provide mental health services to these communities.

During the period subsequent to its bankruptcy in 2004, Tri-City MHC made personnel and organizational changes to reorganize the agency in order to continue to provide mental health services to its community.

Over the past three years, Tri-City MHC has maintained its Medi-Cal certification from the State. Tri-City MHC has successfully implemented its contract with DMH, and has provided outpatient mental health services to the residents of the three cities. In order to ensure continued improvement in the quality of service, Tri-City MHC's quality assurance manager has developed new quality assurance programs attended by all staff on a bi-weekly basis and has teams assigned for continual chart review and training. The quality assurance manager has attended all scheduled Service Area 3 quality improvement committee meetings. Over the past 18 months, Tri-City MHC has fully adopted Los Angeles County DMH documentation formats. As evidence of Tri-City MHC's commitment to quality improvements, it has hired additional quality assurance staff to implement the programs.

In order to meet the growing mental health care needs of the residents of Pomona, Claremont, and La Verne, the Tri-City clinical director and her team have developed more special groups at the outpatient clinic that are accessible by unserved or underserved populations in the three cities.

Tri-City MHC has taken on a major role in its communities through the development of their MHSA Community Services and Supports (CSS) plan, which was approved by the State on June 1, 2009, and the development of its Prevention and Early Intervention (PEI) plan, which was approved by the State on March 25, 2010. The CSS programs that Tri-City MHC has implemented to date include community navigators, Field Capable Clinical Services for Older Adults, and supplemental crisis services. Tri-City MHC expects to have its Full Service Partnership program operational by the end of FY 2009-10, and a new Wellness Center opened in FY 2010-11. All MHSA funds will be received by Tri-City MHC directly from the State.

CONTRACTING PROCESS

As the proposed contract is between DMH and a municipal special district established as a joint powers authority for the three cities covered by the jurisdiction, a solicitation is not applicable. The County currently has an existing agreement with Tri-City MHC that will expire on June 30, 2010. It is being replaced with a new agreement which updates the existing terms and includes all new required language. The new agreement will allow Tri-City MHC to continue to provide outpatient mental health services to the communities of Pomona, Claremont, and La Verne.

Tri-City MHC management presented the proposed County agreement to the Tri-City MHC governing board for their action and approval on May 19, 2010.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The requested actions will allow the continued flow of federal and State funds to Tri-City MHC, which provides the residents of Pomona, Claremont, and La Verne with basic outpatient mental health services. It is the mission and goal of Tri-City MHC to understand the needs of consumers and their families and to provide high quality culturally competent mental health services, prevention, and education to the low income, mentally ill residents of this area.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.
Director

MJS:OC:RK:coh

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

ATTACHMENT A

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

CONTRACTOR:
Tri-City Mental Health Center

MH120558
Contract Number

Business Address:
1717 N. Indian Hill Blvd.

MH120287
Reference Number(s)

Claremont, CA 91711-2788

00066
Legal Entity Number

Provider Number(s) 7731

Contractor Headquarters' Supervisorial District 1

Mental Health Service Area(s) 3 OR Countywide _____

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

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director Olivia Celis-Karim Lead Manager Alfredo Larios

K: S____ --or-- U____

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DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2010, by and between the County of Los Angeles (hereafter "County"), and Tri-City Mental Health Center (hereafter "Contractor") with the following business address at 1717 N. Indian Hill Blvd., Claremont, CA 91711-2788.

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 (WIC) Section 5600 et seq.; and

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

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this 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 15600 et seq., including Section 15630; California Welfare and Institutions Code Section 17601 et seq.;

California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; California Penal Code (PC) Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 45 Code of Federal Regulations Parts 160 and 164 and California Welfare and Institutions Code Section 5328 et seq.; State Department of Mental Health's (SDMH) Cost Reporting/Data Collection Manual (CR/DC); Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State Department of Mental Health's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget Circular A-87 (Cost principles for State, Local and Indian Tribe Governments); Federal Office of Management and Budget Circular A-133 (Audits of States, local governments, and non-profit organizations); Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State Department of Health Services; and

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 over 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, businesses 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 Mission to enrich lives through effective and caring service and 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, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop 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 July 1, 2010 and shall continue in full force and effect through June 30, 2011.

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 calendar days prior to the end of the Initial Period or 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 July 1, 2011 and shall continue in full force and effect through June 30, 2012.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

2. TERMINATION WITHOUT CAUSE: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party.

3. IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

(1) Any Federal and/or State funds are not available for this Agreement or any portion thereof; or

2) Contractor has failed to comply with any of the provisions of Paragraphs 18 (NONDISCRIMINATION IN SERVICES), 19 (NONDISCRIMINATION IN EMPLOYMENT), 21 (INDEMNIFICATION AND INSURANCE), 22 (WARRANTY AGAINST CONTINGENT FEES), 23 (CONFLICT OF INTEREST), 28 (DELEGATION AND ASSIGNMENT), 29 (SUBCONTRACTING), 34 (CHILD SUPPORT COMPLIANCE PROGRAM), 47 (CERTIFICATION OF DRUG-FREE WORK PLACE), and/or 53 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

(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 7 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

(4) In accordance with Paragraphs 35 (TERMINATION FOR INSOLVENCY), 36 (TERMINATION FOR DEFAULT), 37 (TERMINATION FOR IMPROPER CONSIDERATION), 48 (COUNTY LOBBYISTS), and/or 62 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. In the event that this Agreement is terminated, then:

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

(2) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving

services under this 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 or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. The County shall cooperate with such transfer activities and, to the extent appropriate, assist with such transfers. Until the date of the termination, Contractor's reasonable and necessary expenses related to the transfer or referral of clients shall be considered an allowable cost under this Agreement, where Contractor has requested the termination. If Contractor terminates this Agreement, all costs incurred after the termination date which relate 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

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

C. 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 63 (NOTICES).

4. ADMINISTRATION: The Director of Mental Health (Director) shall have the authority to administer this Agreement on behalf of the County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

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

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

5. DESCRIPTION OF SERVICES/ACTIVITIES: Contractor shall provide those mental health services identified on the Financial Summary and Service Exhibit(s) of this Agreement and as described in the Contractor's Negotiation Package for this

Agreement. The quality of services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

Besides any other obligations imposed by law to provide services to residents of the Tri-City area, Contractor shall be responsible for delivery services covered by this Agreement to clients who are residents of the Tri-City area who are eligible for Med-Cal specialty mental health services. To the extent Tri-City determines that services to new Medi-Cal eligible clients can not be initiated, Contractor shall provide 30 calendar days prior written notice to County. The parties will immediately begin negotiation on the disposition of new clients seeking services: however, until such time as an alternative disposition of such clients can be agreed to. Contractor remains financially liable for such care. Contractor shall have no responsibility for any clients, whether Medi-Cal eligible or other, who are not referred to Tri-City for services. Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (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. A 30% variance of actual services from those projected and shown by Contractor in the Negotiation Package will be considered a substantial deviation in service delivery.

6. FINANCIAL PROVISIONS: In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

7. 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 the State and federal 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.

8. STAFFING: Throughout the term of this Agreement, Contractor shall staff its operations so that staffing approximates the type and number indicated in Contractor's Negotiation Package for this Agreement and as required by WIC and CCR.

A. Staff providing services under this Agreement 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, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.

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

C. During the term of this Agreement, Contractor shall, twice per year, by December 31 and June 30, provide the County with reports identifying all persons providing services under this Agreement. Such report shall be in the manner and format determined by the County and shall include, but not be limited to, the name, title, professional degree and license of the persons providing services or performing work under this Agreement.

D. Not withstanding the above, at all times during the term of this Agreement, Contractor shall have available, and shall provide, 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.

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

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

10. 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, and amount of services, and the criteria for determining the persons to be served.

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

C. 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.

D. 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) business days.

11. PERFORMANCE STANDARDS AND OUTCOME MEASURES: To the extent applicable to Contractor, Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards and outcome measures, including but not limited to those performance standards and outcome measures required by specific federal or State rules for entities receiving their funding, those identified in Attachment X and performance standards and/or outcome measures provided in the applicable MHSA Service Exhibits if any.

Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor.

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12. COUNTY'S QUALITY MANAGEMENT PROGRAM:

A. Contract shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with DMH's Quality Improvement Program Policy No. 105.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the State Department of Mental Health through the Medi-Cal Performance Contract.

B. Contractor's Quality Management Program shall be consistent with DMH's Quality Improvement Program Policy No. 105.1 including DMH's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 105.1.

C. Contractor's Quality Management Program shall be consistent with the DMH's Cultural Competency Plan.

D. Contractor's level of performance under this Agreement shall be evaluated by the County no less than annually. Failure to meet performance standards may place Contractor's Agreement in jeopardy; performance deficits that are not remedied will be reported to the Board of Supervisors. The report shall include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or invoke other remedies as specified in this Agreement.

13. 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 professional, para-professional, intern, student, volunteer and other personnel under this Agreement 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, 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. 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, review, and/or audit at such other location. In addition to the general requirements in this Paragraph 13, 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 for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and federal requirements. Treatment and other records shall include, but not be limited to, patient/client identification number, patient/client face sheet, all data elements required by the County's claims processing information system, 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 that is at least equivalent to the latest of any of the following:

1) Seven (7) years following discharge of the patient/client or termination of services;

2) For un-emancipated minors, one (1) year after such minor has reached the age of 18 years and in any case not less than seven (7) years;

3) Three years after completion of all County, State and/or federal audits; or

4) Ninety (90) days after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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, review, and/or

audit. Nothing in this paragraph shall limit Contractor's obligation to retain records for the period described by law.

(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 State Department of Mental Health's Cost and Financial Reporting System (CFRS) Instruction Manual, and with all applicable federal, State and County requirements, guidelines, standards, and procedures which shall be made available on the internet, or furnished to Contractor by County upon request. 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. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual, and the Federal Office of Management and Budget Circular A-87 (Cost principles for State, Local and Indian Tribe Governments).

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

(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 State Department of Mental Health Cost and Financial Reporting System (CFRS) Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

1) Seven (7) years following the expiration or earlier termination of this agreement;

2) Three years after completion of all County, State and/or federal audits; or

3) Ninety days (90) after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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, 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 of closure or ownership change, Director of SDMH and Director shall be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 13.

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 calendar days after receiving the findings of the fiscal and/or program review, either (a) submit a corrective plan of action to DMH, or (b) request a review by the Director. If Contractor requests a review by the Director within the 30 calendar days, and if a corrective plan of action is then required, Contractor shall have 30 calendar days to submit its corrective plan of action.

(3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this 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 (7) 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 10 and in this Paragraph 13.

(5) Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to Circular A-133 issued by the Federal Office of Management and Budgets (OMB), 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 10 and in this Paragraph 13.

14. 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 calendar 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. County Claims Processing Information System:

(1) Contractor shall submit all required data to the County's Claims Processing Information System, 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 Chief Information Office's Training Manuals, IS Bulletins, and Reports Reference Guide and any other County requirements but in no event, 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 submitted by Contractor into the County's claims processing information system shall be counted as delivered units of service.

(3) 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 submitted by Contractor into the County's claims processing information system.

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

County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's information system.

15. 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 County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. 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 and privacy 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.

16. 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.

17. 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 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor shall make the report on such abuse,

and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.8 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 California Penal Code 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 on a form provided by Contractor in accordance with the above code sections a statement to the effect that such person has knowledge of, and will comply with, these code sections.

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

(3) 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 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.

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18. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 18, 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, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/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 (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this 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 each of Contractor's facilities where services are provided under this Agreement in a conspicuous place, available and open to the public.

19. 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, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation. Such

treatment shall include, but is not limited to, the following actions: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., 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, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 19 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 19 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, 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 19 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.

20. 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.

21. INDEMNIFICATION AND INSURANCE:

A. Indemnification:

Contractor shall indemnify, defend and hold harmless County, 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, except for any act or omission attributable to County's negligence, wrongful act, or omission.

B. General Provisions for all Insurance Coverage:

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B. and C. of this Paragraph 21. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the

Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

1) Evidence of Coverage and Notice to County:

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

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

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

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

Contractor also shall promptly report to County any injury, property damage, accident, or incident, including any injury to a Contractor employee, occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2) Additional Insured Status and Scope of Coverage:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3) Cancellation of Insurance:

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any

cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4) Failure to Maintain Insurance:

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

5) Insurer Financial Ratings:

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6) Contractor's Insurance Shall Be Primary:

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor except where liability is due to County's negligence, wrongful act, and/or omission. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8) Subcontractor Insurance Coverage Requirements:

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the

Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage:

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

11) Application of Excess Liability Coverage:

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

12) Separation of Insureds:

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13) Alternative Risk Financing Programs:

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

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14) County Review and Approval of Insurance Requirements:

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage

1) Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2) Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3) Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

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

22. 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.

23. 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 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.

24. 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 6l50) 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 services of all those bar associations within the County of Los Angeles that have such a service.

25. 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.

26. 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.

27. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: 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 or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at

GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Contractor.

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

28. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

29. 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 29. 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 public funds, shall also contain the following provision:

> "The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7.for a period of 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."

Further, the Contractor will also be subject to the examination and audit of the State Auditor , pursuant to the Government Code, Section 8546.7, for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, which ever occurs later.

(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 29 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 29, 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 obtained and maintained on file and made available upon request 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 or his designee is hereby authorized to act for and on behalf of County pursuant to this Paragraph 29, including, but not limited to, consenting to any subcontracting.

30. 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.

31. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, 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.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its

officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

32. 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.

33. 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.

34. 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 United States Code (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 36 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

35. 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 35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

36. 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 36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. 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 (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.

38. 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.

39. 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.

40. 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.

41. ENTIRE AGREEMENT: The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years 2010-11, 2011-12 And 2012-13 Service Delivery Site Exhibit, and Service Exhibit(s) 104-A, 402, 403 And 404-A , 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 Exhibit A (Financial Provisions)

B. Financial Summary(ies)

C. Service Delivery Site Exhibit

D. Service Exhibit(s)

E. Contractor's Negotiation Package.

42. 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 42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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 49.

50. 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.

51. 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.

52. 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, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, 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 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

53. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

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

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

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an

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

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for involving fraud or abuse involving of the Medi-Cal program or a Medi-Cal beneficiary.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as part of its obligation under this Paragraph 53.

Failure by Contractor to meet the requirements of this Paragraph 53 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

54. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

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

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

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

(1) County desires to clarify County's information system 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 Fact Sheet which includes information about the applicable HIPAA transactions that can be processed in the County's claims processing information system. Effective January 2009 Electronic Data Interchange (EDI) will be the only acceptable method by which Contractor or its Subcontractor(s) may submit HIPAA-compliant 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 **http://dmh.lacounty.info/hipaa/index.html** 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.

55. 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this 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.

56. 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.

57. 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.

58. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or

other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

59. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

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

60. FORCE MAJEURE:

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

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet its obligations under this agreement. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

61. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

62. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 61 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

63. 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.

COUNTY OF LOS ANGELES

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

Tri-City Mental Health Center
CONTRACTOR

By _____

Name Jesse H. Duff

Title Executive Director
(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

DEFINITIONS

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

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

B. "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;

C. "County's Claims Processing Information System" means the current system employed by the Department of Mental Health to submit and process claims.

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

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

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

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

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

I. "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;

J. "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;

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

L. "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.;

DEFINITIONS CONTINUED

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

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

O. "Maximum Contract Amount" is the sum total of all "Allocations" shown in the Financial Summary; except that the "Maximum Contract Amount" shall not include "Third Party Revenue" shown in the Financial Summary;

P. "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;

Q. "SDHCS" means State Department of Health Care Services;

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

S. "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;

T. "State" means the State of California;

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

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

W. "WIC" means the California Welfare and Institutions Code.

FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)

FINANCIAL EXHIBIT A

(FINANCIAL PROVISIONS)

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EXHIBITS

EXHIBIT A-1: SPECIAL CLAIM CERTIFICATION FORM FOR TRI-CITY MENTAL HEALTH CENTER

EXHIBIT A-2: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH - TRI-CITY CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE/MEDI-CAL DETERMINATION OF ELIGIBILITY

FINANCIAL EXHIBIT A

FINANCIAL PROVISIONS: REIMBURSEMENT BUSINESS RULES, METHODOLOGIES AND LIMITATIONS

A. GENERAL: This Agreement provides that County shall pay Contractor as provided for in this Financial Exhibit A (FINANCIAL PROVISIONS) (Attachment II to the Department of Mental Health (DMH) Legal Entity Agreement) and as shown in the Financial Summary(ies) (Attachment III to the DMH Legal Entity Agreement) as compensation for the services provided pursuant to the Agreement.

(1) This Agreement shall only cover Short-Doyle/Medi-Cal services.

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

(3) The State Schedule of Maximum Allowances (SMAs) in effect during the Initial Period, the First Automatic Renewal Period, or the Second Automatic Renewal Period, shall be applicable to this Agreement on the effective date established by the State.

(4) Contractor shall inform County when 75 percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Paragraph 61 (NOTICES).

(5) The maximum reimbursement under this Agreement will, in no event, be more than the Maximum Contract Amount, including any Agreement amendments with a Maximum Contract Amount increase for the applicable fiscal year, specified for each State and/or Federal payer/fund source shown in the Financial Summary(ies) (Attachment III)during the Initial Period, First Automatic Renewal Period and the Second Automatic Renewal Period respectively of this Agreement.

(6) Under no circumstances can the total Maximum Contract Amount for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (Reimbursement for Initial Period) and C (Reimbursement if Agreement is Automatically Renewed) of this Agreement be increased or decreased without a properly executed amendment.

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 FOUR MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FIFTEEN DOLLARS ($4,582,015) and shall consist of State, and/or Federal funds as shown on the Financial Summary.

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 FOUR MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FIFTEEN DOLLARS ($4,582,015) and shall consist of State, and/or Federal funds as shown on the Financial Summary.

(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 FOUR MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FIFTEEN DOLLARS ($4,582,015) and shall consist of State, and/or Federal funds as shown on the Financial Summary.

D. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

(1) County payments for Contractor's performance hereunder are:

(a) Provisional until the completion of the audit settlement as specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph L (Audits, Audit Appeals and Post-Audit Short-Doyle/Medi-Cal Final Settlement) because such payments are subject to future County, State and/or Federal adjustments. State and/or County adjustments to provisional payments to Contractor may result from, among other things and by way of example, County's claim processing information system data, State 835 Medi-Cal claims files, contractual limitations of this Agreement, annual cost report, application of various State and/or Federal reimbursement limitations, and/or County, State or Federal audits, all of which take precedence over monthly reimbursements.

(b) To be made by County using the business rules as shown in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph D (Billing and Payment Procedures and Limitations); and in the Financial Summary(ies) (Attachment III) for each of the respective State and/or Federal funding sources(s).

(c) Restricted to the services identified in the Financial Summary(ies) (Attachment III).

(d) Applied at the Legal Entity level.

(e) Contractor acknowledges and agrees that County's final payment to Contractor for Title XIX Short-Doyle/Medi-Cal services is contingent on payment from the State and federal governments and that County's provision payment for said services does not render County in any way responsible for payment of, or liable for Contractor's claims for payment for these services. Contractor's ability to retain payment for such services is entirely dependent upon Contractor's compliance with all laws and regulations related to such services.

(2) Submission of Bills: In general, unless otherwise agreed to by County and with the exception of this Paragraph D (Billing and Payment Procedures and Limitations), Subparagraph (7) (Claims Submission Timeline Requirements), claims for Short-Doyle/Medi-Cal (SD/MC) are to be entered into the County's claims processing information system within 4 months of the end of the month in which mental health services are delivered, although late claims may be submitted as needed in accordance with State and federal regulations.

(a) Contractor shall notify County of any delay in meeting the 4 month submission period in the event Contractor is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Contractor. Such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a description of the problem that the Contractor is having with the County claims processing information system. Notification shall be pursuant to the Legal Entity Agreement, Paragraph 61 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's Help Desk.

(b) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the entry by Contractor of claiming information into the County claims processing information system, and County will waive the requirement of this Paragraph D (Billing and Payment Procedures and Limitations), Subparagraphs (2)(Submission of Bills) and (5) (Claims Submission Timeline

Requirements) in the event of any such County issue(s). Once County has notified Contractor that the issue(s) is resolved, Contractor shall enter billing information into the County's claims processing information system within 30 calendar days of County's notice date unless otherwise agreed to by County and Contractor.

i. To the extent that issues identified pursuant to this Paragraph D (2) (b) require that Contractor modify its procedures for entering claims into the County's claims processing information system, Contractor shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the 30 calendar days required by this Paragraph F (3) (e) shall be extended by the amount of time required to implement such modifications. Such reasonable time must comply with State and federal Medi-Cal claims submission time frames.

(3) After the State's approval of the monthly claim(s), and County's receipt of revenue for such claims, Contractor shall receive from County provisional payment of Contractor's claimed amount subjected to this Paragraph D (Billing and Payment Procedures and Limitations), and further subject to the escrow provisions in Paragraph G (Escrow of Funds) below.

(4) Contractor acknowledges and agrees that County, in undertaking the processing of claims and payment for services rendered under this Agreement does so as the Mental Health Plan for the Medi-Cal Program.

(5) County shall have no liability for contractor's failure to comply with the time frames established under this Agreement and/or State and federal time frames, except to the extent that such failure was through no fault of Contractor. or as a result of Contractor's required use or reliance on County or State policies and/or systems, including but not limited to claims processing systems.

(6) Reimbursement Methodologies: County agrees that aggregate final reimbursement paid through to Contractor under this Agreement, including the Contractor-provided local match, will be based on the following, less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services, and/or funds advanced by County to Contractor hereunder, unless otherwise specified in this Agreement.

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(a) Cost Reimbursement (CR): Final reimbursement shall be based upon the Contractor's allowable actual costs incurred in providing the mental health services reflected in State approved Medi-Cal 835 claims file(s), and County's analysis of the claim's reasonableness subject to the limitations specified in this Financial Exhibit A (FINANCIAL PROVISIONS).

i. Reasonable, necessary and proper actual costs will be considered allowable, subject to the limitations specified in this Agreement. The Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2, "The Provider Reimbursement Manual Parts 1 and 2" is to be used to determine allowable costs for federal funds reimbursements. For non-federal funds, allowable costs shall be governed by State law, regulations and/or policy.

ii. Additionally, reimbursement for Medi-Cal funded cost reimbursed services is limited to the lowest of:

1. The Contractor's published charge(s) to the general public; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for outpatient, rehabilitative, case management and 24-hour services.

2. The Contractor's actual reasonable and necessary costs. To the extent required by the State of California, reasonable and necessary administrative expenses will be limited to fifteen (15) percent of direct service costs.

3. The State's Schedule of Maximum Allowances (SMA).

4. The Maximum Contract Amount (MCA) of this Agreement.

(b) All monthly claims shall be subject to adjustment based upon the County's claims processing information system reports, remittance advices and State 835 Medi-Cal data, and/or Contractor's annual Cost Report which shall supersede and take precedence over all claims.

(c) In addition to the amounts withheld pursuant to Paragraph G (Escrow of Funds) below, Director or his designee may, at any time, make adjustments to

any of Contractor's monthly claims where information suggests that such adjustments would be necessary to ensure that Contractor is not paid by County a sum in excess of the amount due to Contractor under the terms and conditions of this Agreement. Director or his designee shall provide Contractor with at least 30 calendar days prior written notice of his intention to make such payment adjustments, including the reason(s) and documentary support for his intended action. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations for determining any adjustment (s), including any amount(s) withheld, to Contractor's monthly claim pursuant to this paragraph.

(d) Director or his designee shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County written standards. Director or his designee shall provide Contractor with at least 30 calendar days written notice of his intention to deny payment, including the reason(s) for his intended actions. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision. Except as provided in Paragraph G (Escrow of Funds), payment to Contractor shall not be withheld pending the results of the reconsideration process.

(7) Claims Submission Timeline Requirements:

Mental Health Services: Claims for all mental health services, including services funded by Title XIX Short-Doyle/Medi-Cal shall be entered into the County's claims processing information system within 4 months of the end of the month in which services are delivered, except as otherwise provided in this Paragraph D.

(a) The County shall extend the period of time specified above as appropriate, where the delay in the submission of the claims is reasonably justified.

(b) With the exception of section D (5) (c) below, Contractor must submit an initial or original claim within four (4) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

(c) The County may, using reasonable discretion, extend the time to submit claims for services under Title XIX Short-Doyle/Medi-Cal to within ten (10) ()

months after the end of the month in which the services were rendered where good cause for the delayed submission would be recognized under California Code of Regulations, Title 22 Section 51008.5.

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

(e) Six-Month Billing Limit: Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for services to eligible individual persons under this Agreement are required to be submitted to the State within six (6) months from the date of service to avoid possible payment reduction or denial for late billing. Original (or initial) claims which cannot be submitted to the State within this six month billing limit without an acceptable good cause reason code may be subject to reduction and/or denial by either the State or County in its capacity as the Mental Health Plan. Exceptions to the six month billing limit can be made for months seven through twelve following the month in which the services were rendered if the reason for the late billing is allowed by the California Welfare and Institutions Code (WIC) Section 14115 and the California Code of Regulation Title 22, section 51008.5.

(8) Claims Certification and Program Integrity: Contractor certifies that all units of service entered by Contractor into the County's claims processing system covered by this Agreement are true and accurate to the best of Contractor's knowledge. In addition, Contractor's Executive Director (or equivalent position) shall certify, using the form at Exhibit A-1 to this Attachment II, for each batch of claims submitted to the County, that all such claims have been individually reviewed for completeness and accuracy, and that to best of his knowledge and belief, medical necessity exists for the services claimed, that a timely service plan which includes the specific service claimed has been prepared

for the beneficiary, and that an adequate progress note reflecting the service claimed as well as all other necessary information exists, and that the services meet the federal, state and County requirements for coverage and reimbursement under the Short-Doyle/Medi-Cal program. Further, Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal Reimbursements" (Exhibit A–2 to this Attachment II) that is related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX Short-Doyle/Medi-Cal claims. Contractor understands and acknowledges that the County will be relying on the accuracy of the representations in submitting claims to the State, which will make claims to the federal government, and that intentional or reckless mis-certification could create false claims liability for Contractor.

(9) Suspension of Payment:

(a) 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. Except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of pending insolvency, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. In making such good faith determination of pending insolvency, County shall not consider any liability related to Contractor's 2004 bankruptcy filing.

i. Contractor may, within 15 calendar 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.

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

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

(b) Because payments to Contractor will be suspended if State or federal funds are unavailable for payment of such claims, Director shall immediately notify Contractor upon receiving notification of unavailability of funds from the State for payment on such claims.

(10) 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.

(11) No Payment for Services Provided Following Expiration/Termination of Agreement: 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 Agreement. 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 Agreement 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 Agreement.

(12) County shall make payment to Contractor of any federal financial participation funds ("FFP") and/or State General Funds for Early and Periodic Screening Diagnosis and Treatment ("EPSDT-SGF") for State approved claims for services under this Agreement within 30 calendar days of receiving from the State the FFP and/or EPSDT-SGF respectively for such Medi-Cal claim subject to the contractual limitations of this Agreement.

E. ESTABLISHING PROVISIONAL PAYMENT AMOUNTS:

In order to provide cash flow to Contractor, County shall make provisional payments, until such time as final reimbursement for the fiscal period is determined pursuant to the provisions of this Financial Exhibit, including Paragraph D (Billing And Payment Procedures And Limitations) subparagraph 4 (Reimbursement Methodologies). Except as provided in Paragraph S (Public Entity Status) below, ,the provisional payments for services provided by Contractor pursuant to this Agreement shall be equal to the amount of FFP and EPSDT-SGF (if any) paid by the State, less the amount temporarily withheld pursuant to Paragraph G (Escrow of Funds) below.

It is the parties' understanding that State payment for each unit of service shall be based on 100% of the provisional rate for such service designated by the County to the State, or the schedule of maximum allowances, whichever is less. The parties shall agree in advance to the provisional rates which the County designates. To avoid overpayments, the parties agree that the provisional rate shall be based on the Contractor's negotiation package and the most recent filed cost report and shall include a factor for potential cost increases.

Contractor may request revision to one or more of the provisional rates, and will supply sufficient documentation to the County to demonstrate the need for such revision. Based on the documentation supplied by the Contractor, or such other factors as may reasonably be considered, the County will grant or deny such request or, after discussion with Contractor, modify it. Changes to the provisional rate do not require an amendment to this Agreement.

The Contractor shall have, for each service it provides, a published charge, which it will set at its own discretion, and with the understanding that such published charge may act as a limitation on its allowable payment under this Agreement as specified in Paragraph D (Billing And Payment Procedures And Limitations) subparagraph 4(a)(ii).

F. GENERAL ADMINISTRATION REQUIREMENTS FOR TITLE XIX SHORT-DOYLE/MEDI-CAL:

(1) Short-Doyle/Medi-Cal (SD/MC) is California's mental health designation for federal Title XIX Medicaid. FFP funds are available for mental health expenditures incurred by a public entity when providing eligible services to Medi-Cal beneficiaries and when local match funds are also expended in rendering those Medi-Cal services. State General Fund (SGF) assistance is also available as local match for Medi-Cal eligible beneficiaries participating in the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) service. EPSDT is Medicaid's (hence Medi-Cal's) comprehensive and preventive child health program for individuals under the age of 21. Medi-Cal beneficiaries that are eligible for the EPSDT service are assigned specific Medi-Cal aid codes which distinguish their EPSDT eligibility status.

(2) County pays any SD/MC FFP and Medi-Cal EPSDT-SGF funds to Contractor in County's capacity as the State designated Mental Health Plan.

(3) SD/MC FFP funds and EPSDT-SGF funds shall be paid by County to Contractor only:

(a) For State adjudicated approved SD/MC claims which have not been subsequently voided by Contractor from County's claims processing information system.

(b) During the time the Contractor is certified as a Title XIX SD/MC provider.

(c) To the extent that this Agreement's applicable Maximum Contract Amount (MCA) includes State EPSDT – SGF, and/or Contractor provides and certifies sufficient local funds which qualify pursuant to the Code of Federal Regulations as the match funds for the SD/MC expenditures, thusly permitting the FFP reimbursement.

(d) Upon receipt of the FFP and EPSDT-SGF payments from the State, County will proceed to remit to Contractor pursuant to the terms of Paragraph D (Billing and Payment Procedures and Limitations) subsection (10) such FFP and EPSDT-SGF funds to Contractor as follows:

i In an amount equal to that of the State paid FFP and EPSDT-SGF for the adjudicated approved SD/MC claim lines totals less the FFP and EPSDT-SGF for any of such State approved claims that have been voided by Contractor from the County's claims processing information system and less the amount withheld pursuant to Paragraph G (Escrow of Funds) below.

ii Such provisional payment shall not exceed the FFP and EPSDT-SGF portions limitation for total SD/MC claims specified in this Paragraph F(3) (d).

(e) Notwithstanding the requirements above, the Director at his exclusive discretion may advance funds to Contractor where, through no fault of Contractor, receipt of payment of FFP and/or EPSDT-SGF funds have been delayed.

(4) The Maximum Contract Amount (MCA) of this Agreement shall include FFP and/or EPSDT-SGF solely to assist the County in expeditiously processing and initially paying Contractor (because of the internal accounting necessity for appropriation authority) for such claims. This will establish legal authorization by the Board of Supervisors to make payment for the services identified in this Agreement upon reimbursement by the State. Each Fiscal Year of the term of this Agreement, County shall

pay to Contractor for State adjudicated approved claims for Title XIX Short-Doyle/Medi-Cal services only to the extent required by federal laws, regulations, manuals, guidelines, and directives and only after receiving payment from the State for such FFP and EPSDT-SGF. To the extent Contractor exceeds the FFP and/or EPSDT-SGF amount(s) included in this Agreement, such excess will be paid by County to Contractor only upon Contract Amendment approved by the Board of Supervisors and only to the extent that sufficient local match for the FFP is provided by the Contractor and/or the State; otherwise, such FFP and EPSDT-SGF funds will be remitted by County back to the State.

(5) Contractor understands and agrees that County's actions in providing assistance in processing claims as the Mental Health Plan for the State and Federal governments 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 Title XIX Short-Doyle/Medi-Cal services. Contractor's ability to retain the Title XIX Short-Doyle/Medi-Cal payment for such State approved claimed services is entirely dependent upon compliance with the law and regulations related to same.

(6) Each Fiscal Year of the term of this Agreement, the federal and local match reimbursement for Title XIX Short-Doyle/Medi-Cal services shall be made on the basis of the State's notification to County of the applicable respective federally published Federal Medical Allowance Percentages (FMAPs) and the EPSDT-SGF participation percentage at the time of the date of the service.

(a) The FFP and eligible EPSDT-SGF local match funds are part of the applicable Maximum Contract Amount of this Agreement.

(b) EPSDT-SGF Local Match and FFP: The EPSDT-SGF funds that qualify under Federal requirements as the local share of eligible Title XIX Short-Doyle/Medi-Cal medical assistance expenditures are identified on the Financial Summary. and are based on the FMAP percentage and the EPSDT baseline and growth, as adjusted by the State. The Contractor is responsible for providing the eligible local matching funds for that portion of the EPSDT baseline and growth determined by the State on its 835 data file to be assignable to Contractor's claims, and shall expend and certify the expenditure of such amounts. The parties agree that the Contractor's provisional EPSDT

Medi-Cal payments will be based upon the State 835 identified provisional approved FFP, EPSDT-SGF and non-SGF local match shares. FFP and EPSDT-SGF payments will be finalized as a part of the State's cost report settlement process for each fiscal year using the State generated allocation of EPSDT baseline and growth obligations, subject to further adjustment by the State's audit and appeal processes.

(7) Contractor authorizes County to serve as the Mental Health Plan for State claiming and reimbursement for Short-Doyle/Medi-Cal services provided pursuant to this Agreement and to act on Contractor's behalf with SDMH and/or SDHCS in regard to claiming. Contractor shall certify annually in writing that all necessary documentation exists at the time any such claims for Title XIX Short-Doyle/Medi-Cal services are submitted by Contractor to County.

(8) Contractor shall be solely responsible for all service data and information submitted by Contractor and shall be liable except to the extent that its data complies with express County rules. County shall submit as the Mental Health Plan to SDMH and/or SDHCS Title XIX Short-Doyle/Medi-Cal services claims and shall timely make available to Contractor any subsequent State approvals or denials of such claims. Contractor shall submit to County all Title XIX Short-Doyle/Medi-Cal claims or other State required claims data within the time frame(s) prescribed in Paragraph D (Billing and Payment Procedures and Limitations) subparagraph (5) above. County shall have no liability for Contractor's failure to comply with these time frames.

(9) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any of the following caused by Contractor: State denials, unresolved EOB claims, and/or any Federal and/or State audit disallowances for such Title XIX Short-Doyle/Medi-Cal services unless the denial or disallowance was due to the fault of County.

(10) As the State designated Title XIX Short-Doyle/Medi-Cal Mental Health Plan, County shall submit reimbursement claims to the State in a timely manner only for those services identified and entered by Contractor into the County claim processing information system as appropriate claims compliant with State and federal requirements. Contractor shall comply with all written instructions provided by County and/or State to Contractor regarding Title XIX Short-Doyle/Medi-Cal claiming and documentation.

(11) Contractor shall maintain an audit file documenting all 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 or appeals of those audits, whichever occurs later.

(12) County may modify the claiming systems for Title XIX Short-Doyle/Medi-Cal services at any time in order to comply with changes in, or interpretations of, State or Federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification within five (5) business days of County's knowledge of such change.

(13) Title XIX Short-Doyle/Medi-Cal Reconciliation Report: Contractor shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete Title XIX Short-Doyle/Medi-Cal Reconciliation Report at the legal entity level. The County shall give Contractor written notice of the due date for such Report along with the template of the State form. If Contractor does not so provide County with the Title XIX Short-Doyle/Medi-Cal Reconciliation Report by such due date, then Director or his designee, in his sole discretion, shall determine which State approved Short-Doyle/Medi-Cal services shall be used by County for completion of the Title XIX Short-Doyle/Medi-Cal Reconciliation Report. The due date is set by the State and is approximately 16 months after the close of the fiscal year.

(14) Title XIX Short-Doyle/Medi-Cal Overpayment Recovery Procedures: In the event that County paid Contractor for State approved Title XIX Short-Doyle/Medi-Cal services which are subsequently disallowed by the County, State, and/or Federal governments, County may remove the amount of such payments from the Escrow Account established pursuant to Paragraph G (Escrow of Funds) below, unless the disallowance was based on Contractor's compliance with written County guidelines. If such escrow account does not contain sufficient funds to repay the entire amount of the payments for the disallowed claims, then Contractor shall make payment to County of such any unrepaid amounts. In no event shall County be liable or responsible to Contractor for any State approved Title XIX Short-Doyle/Medi-Cal services that are

subsequently disallowed by County, State, and/or Federal governments unless the disallowance was based on Contractor's compliance with written County guidelines.

G. ESCROW OF FUNDS: Upon County's receipt of payment from the State of FFP or EPSDT-SGF funds for Short-Doyle/Medi-Cal services provided by Contractor under this Agreement, County shall deduct 33% (or such other percentage as the parties may mutually agree is appropriate) of the amount received and place it in an account to be created with the County Auditor-Controller for this purpose (Escrow Account). Of these amounts, 3% shall relate to potential cost report disallowances, and 30% shall relate to claims level disallowances. The funds placed in this account shall accrue interest until such funds are released as provided in this Agreement and the accrued interest shall be treated in the same manner as any other money placed into this fund. Notwithstanding the provisions below, upon execution of this Agreement, the parties shall promptly confer regarding whether any change to these percentages is required, and may mutually agree to any modified amount. Such changes will not require a formal amendment to this Agreement but must be memorialized in writing.

Tri-City may request once per year that either or both components of the withhold percentages be reduced and will supply support for such request. County will consider such request and grant it unless, in its good faith judgment, available information, including data it generates, fails to demonstrate that the current percentages are overstated. Additionally, to the extent that new information provided by State at any time indicates that the withhold percentage is either too high or too low, the County may adjust such percentage, after consultation with Tri-City. If Tri-City disagrees with any such adjustment, it may request review by the Chief Deputy Director. Any adjustments made pursuant to this paragraph do not require formal amendment of this Agreement.

(1) Release of Funds after Pre-audit Settlement: If the pre-audit settlement provided for in Paragraph K below, determines that funds are owed to Contractor, then County shall release, and within 30 days pay to Contractor, that portion of the Escrow Account which relates to the claims disallowance percentage for the subject fiscal year, up to the amount owed. If the pre-audit settlement determines that Contractor has been overpaid, then County shall remove an amount equal to the overpayment from the Escrow Account. If the amount of the overpayment is less than the amount into the

Escrow Account for the subject fiscal year for claims disallowances, County shall pay Contractor the remaining amount in the Escrow Account which relates to the claims disallowance percentage for the subject fiscal year. Notwithstanding the forgoing, if the State has informed County or Contractor that it intends to audit individual claims for the subject fiscal year, County shall have no obligation to release funds to Contractor until such audit has been completed, and a settlement amount determined.

(2) Release of Funds after Final Settlement: If the final settlement for the subject fiscal year after State audit reflects that money is due to Contractor, then County shall release from funds in the Escrow Account relating to that fiscal year, plus the related accrued interest, and within 30 days pay to Contractor the amount owed unless there is pending a claims specific audit related to the subject fiscal year. If there remain funds in the Escrow Account related to this fiscal year, such funds shall be returned to the State. If the amount in the Escrow Account is not sufficient to pay Contractor the amounts due under this Agreement, then County shall pay such remaining balance to Contractor within 30 days of receiving the additional funds from the State.

(3) Release of Funds After Claims Audit: If either the State or County performs a review of individual claims for services rendered by Contractor and determines for any reason that such claims either should not have been paid, or should have been paid at a lesser rate, an overpayment amount will be calculated. County may remove from the Escrow Account sufficient funds to repay State the amount of such overpayment. Such funds may be removed, and repaid to the State notwithstanding Contractor's disagreement with the State or County audit findings, and irrespective of the existence of any appeal.

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. In the event that, based on any revision to State or Federal law, Contractor is no longer considered a public entity which is capable of certifying a public expenditure, or making an intergovernmental

transfer under federal Medicaid rules, provisions of Paragraph S (Public Entity Status) shall control.

I. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST:

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

(a) The determination and collection of patient/client fees for services hereunder based on UMDAP.

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

(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) 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 services from which the fees were derived.

(4) 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 services.

(5) 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 hereunder, and all interest and return on funds paid by County to Contractor, shall result in:

(a) Contractor's submission of a revised claim statement showing all such nonreported revenue.

(b) A report by County to SDMH of all such nonreported revenue including any such unreported revenue paid by any resources for or on behalf of Medi-Cal beneficiaries.

(c) Any appropriate financial adjustment to Contractor's reimbursement.

J. ANNUAL COST REPORTS:

(1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor shall provide County with two copies of an accurate and complete annual cost report with a statement of expenses and revenue.

(2) An accurate and complete annual cost report (annual cost report) shall be defined as a cost report which is completed to the best of the ability of Contractor on such forms or in such formats as specified by County and consistent with such instructions as County might issue, and is based on the best available data.

(3) The annual cost report will be comprised of a separate set of forms for the County and State for the Financial Summary within each legal entity.

(4) The annual cost report will be due on September 15th for the fiscal year ending on the previous June 30th or 75 days following the expiration or termination date of this Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.

(a) Failure to submit an annual cost report by 30 calendar days after the applicable due date specified in this Paragraph J (Annual Cost Reports), Subparagraph (4) shall constitute a breach of contract. In such instance that Contractor does not submit an annual cost report(s) by such 30 calendar days after the applicable due date specified in Paragraph J (Annual Cost Reports), Subparagraph (4), 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 this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph M (Method of Payments for Amounts Due to County).

(b) If Contractor fails to submit an annual cost report(s) by the due date specified in this Subparagraph (4), and if this Agreement is automatically renewed as

provided in DMH Legal Entity Agreement Paragraph 1 (TERM), then County may opt to not make any further payments to Contractor under this Agreement until the annual cost report(s) is (are) submitted. County shall give Contractor at least 15 business days written notice of its intention to withhold payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have 15 business days either to correct any deficiencies, or to request reconsideration of the decision to withhold payment. Payment to Contractor shall not be withheld during this 15 day period, or, if reconsideration is requested, pending the results of the reconsideration process.

(c) It is mutually understood and agreed that failure of Contractor to submit an annual cost report(s) by the due date specified in this Subparagraph (4) will result in damages being sustained by County; that the nature and amount of such 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 Contractor's breach. Therefore, in the event of Contractor's failure to submit an annual cost report(s) by the due date specified in this Subparagraph (4), County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS ($100) for each day that the annual cost report(s) is (are) not submitted. Contractor may request that liquidated damages not be assessed by sending a request to the attention of Director or his designee no later than thirty (30) days prior to the County's Cost Report filing due date specified in this Subparagraph (4) to allow ample time to process.

i Liquidated damages shall be assessed separately on each outstanding annual cost report.

ii Liquidated damages shall be assessed commencing beginning September 16th or on the seventy-sixth day following the expiration or termination date of this Agreement and shall continue until the outstanding annual cost report(s) is(are) received.

iii Upon written request from County for payment, Contractor shall submit payment to the County for said damages within 30 days.

iv Contractor may ask that liquidated damages not be assessed

by sending a written request for an extension to submit the Annual Cost Report to the Director no later than thirty (30) days prior to the due date specified in this Subparagraph (4). The decision to grant an extension without assessing liquidated damages in accordance with this Paragraph J (4) (b) shall be at the sole discretion of the Director.

(5) Each such annual cost report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2, "The Provider Reimbursement Manual Parts 1 and 2", the State's Cost Reporting/Data Collections (CR/DC) Manual, and any other written guidelines which shall be provided to Contractor at the Cost Report training, to be conducted by County by June 30 of the Fiscal Year for which the Annual Cost Report is to be prepared. Attendance by Contractor as such training is mandatory, County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS ($100) for Contractor's non-attendance at the Cost Report training.

(6) Upon written notification from Director that Contractor's annual cost report contains errors or inaccuracies, Contractor shall, within 30 calendar days, correct such errors and/or inaccuracies and resubmit its cost report. In the event that Contractor disagrees with County's determination that an error or inaccuracy exists, it may so inform County in writing and need not correct the cost report. County will so inform the State and allow the State to determine whether to make an adjustment on audit. If Contractor fails to correct inaccuracies in annual cost report within thirty (30) calendar days after receipt of written notification from the Director or his designee and said inaccuracies result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor, Contractor must return to the County the amount of the loss of reimbursement that the County could have claimed if the inaccuracy was corrected by Contractor.

(7) Contractor shall be solely responsible, and shall indemnify County for any loss incurred by County due to Contractor's failure to comply with County and State cost report requirements.

K. PRE-AUDIT FINAL COST REPORT SETTLEMENT: Based on the Annual Cost Report(s) submitted pursuant to this Financial Exhibit A (FINANCIAL PROVISIONS) Paragraph J (Annual Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect and Paragraph F (General Administration Requirements for

Title XIX Short-Doyle/Medi-Cal), Subparagraph (13) (Title XIX Short-Doyle/Medi-Cal Reconciliation Report), the State and County will perform a pre-audit final cost report settlement. Such settlement will be subjected to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedural requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

(1) Reimbursement to Contractor shall not exceed the Maximum Contract Amount shown in the Financial Summary(ies) (Attachment III). For purposes of this part, Federal Financial Participation (FFP) for Title XIX Short-Doyle/Medi-Cal services, as well as EPSDT-SGF will be considered by County in the Legal Entity's aggregate total when applying the Maximum Contract Amount limitation by payer. However, the FFP reimbursement by County to Contractor for Title XIX Short-Doyle/Medi-Cal services shall be limited to the maximum FFP for which there is sufficient eligible Contractor/State local match funds, as required by federal statute and regulation. State FFP reimbursement to County for Contractor's State approved Title XIX Short-Doyle/Medi-Cal services that is in excess of the FFP amount for which there is sufficient Contractor/State local match funds shall not be paid to Contractor and shall be returned to State,

(2) County's issuance of its pre-audit cost report settlement findings shall take place no later than 120 calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.

(a) As part of its pre-audit cost report settlement findings, County shall identify any amounts due to Contractor by the County or due from the Contractor to the County.

(b) Upon issuance of the County's pre-audit cost report settlement findings, Contractor may, within 30 calendar days, submit a written request to Director for review of the pre-audit cost report settlement findings.

i Upon receipt by Director of Contractor's written request, County shall, within 30 calendar days, meet with Contractor to review the pre-audit cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.

ii Within 30 calendar days of the meeting specified in (i) above, or if no meeting is requested, within 30 calendar days of the issuance of the County's pre-audit cost report settlement findings, County shall issue a final pre-audit cost report settlement finding to the Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.

(3) In the event that the pre-audit cost report settlement finding indicates that the Contractor is due payment from the County, County shall make payment to Contractor within 30 calendar days following the expiration of the date to request a review as specified above or issuance of the final pre-audit cost report settlement finding as specified in Subparagraph (2) (b)(ii) above, whichever is later.

(4) In the event that County's pre-audit cost report settlement findings, including any reconciliation to Contractor's Maximum Contract Amount indicate an amount due the County, Contractor shall pay County according to the method described in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph M (Method of Payments for Amounts Due to County). Contractor shall have a right to dispute a finding that money is due the County using the reconsideration process set forth in the letter notifying Contractor of the amount due, and County shall not recover any disputed amounts until that reconsideration process is complete.

L. AUDITS, AUDIT APPEALS AND POST-AUDIT SHORT-DOYLE/MEDI-CAL FINAL SETTLEMENT:

(1) At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 and following, authorized representatives from the County, State or Federal governments may conduct an audit of Contractor regarding the Title XIX Short-Doyle/Medi-Cal mental health services provided hereunder.

(2) Settlement based on the audit findings will be conducted according to the auditing party's procedures in place at the time of the audit.. In the case of a State Short-Doyle/Medi-Cal audit, the State and County will perform a post-audit Short-Doyle/Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance

of the audit report by the State and before the State's audit appeal process. However, if the responsible auditing party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with County.

(a) County recovery from Contractor of any Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.

(b) County shall issue an invoice to Contractor for any amount due County no later than ninety (90) calendar days after the State issues it settlement letter. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice, and shall be repaid in accordance with method described in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph M (Method of Payments for Amounts Due to County).

(3) Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

(a) For Federal audit exceptions, Federal audit appeal process shall be followed.

(b) Contractor may appeal the State audit findings related to the cost report in conformance with provisions of Sections 51016 and following Title 22, of the California Code of Regulations. Such appeals must be filed through County. County shall notify Contractor of State appeal time deadlines after County's receipt from State of the audit report. The first level of appeal is the Informal Conference. The second appeal level is the Formal Hearing, if Contractor appeals the Informal Conference appeal finding(s). The Formal Hearing audit appeal concludes with a Report of Findings which is the final administrative decision

(c) If at any time the appeal process results in a revision to the audit findings, and the State recalculates the final settlement of the Short-Doyle/Medi-Cal cost report for the year, and settles with the County. County will perform a post-audit Short-Doyle/Medi-Cal recomputed final settlement based upon the State's final settlement with the County. If the recomputed final settlement results in amounts due from Contractor to County, Contractor shall make payments in accordance with Paragraph M

(Method of Payments for Amounts Due to County). If the recomputed final settlement results in amounts due from County to Contractor the provisions in subsection (7) of this Paragraph L shall be followed.

(d) Contractor may request the County to appeal State findings related to the audit of specific types of claims or services, such as EPSDT, in conformance with the provisions of Section 1810.380 of Title 9 of the California Code of Regulations or such other form of appeal specified by the State in its report of audit findings or settlement or as required in any other regulation governing such appeals which may, in the future, be promulgated by the State. Unless otherwise provided by regulation, such appeals must be filed through the County and the time period to do so is extremely short. The County shall notify Contractor of State appeal time deadlines upon County's receipt from State of the audit report, and Contractor shall make its appeal request in writing and provide the documents necessary to submit the appeal at least 10 business days prior to the last date the County's appeal can be filled. Contractor shall assist County in whatever way is necessary in the prosecution of such appeal, including presentation of Contractor's position at hearing if so requested by County, and shall be informed of the results of any such appeal. Nothing in the paragraph shall act as a waiver of Contractor's right to challenge the form of appeal specified by State, including but not limited to, the State's reliance on Section 1810.380 of Title 9 of the California Code of Regulations.

(4) Notwithstanding any other provisions of this Agreement, if Contractor appeals any audit report, the appeal shall not prevent the County from recovering from Contractor any amount owed by Contractor that the State has recovered from County.

(5) Should the auditing party be the County, Contractor will have thirty (30) calendar days from the date of the audit report within which to file an appeal with County. The letter providing the Contractor with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all information and argument provided by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is the final administrative decision. County will issue an invoice for any amount due County fifteen calendar days (15) after County has notified Contractor of the County's audit appeal findings. The amount on the County invoice is due thirty (30) calendar days from the date of the invoice.

(6) Contractor shall pay County according to Paragraph M (Method of Payments for Amounts Due to County).

(7) If the post-contract audit and/or post-audit appeal process conducted by County, State, and/or Federal personnel determines that the County payments to Contractor hereunder are less than the amounts reimbursable pursuant to this Agreement, then that portion of the difference which is funded with FFP or EPSDT-SGF 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 this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (Reimbursement for the Initial Period) and C (Reimbursement if Agreement is Automatically Renewed), be exceeded. If such Maximum Contract Amount is exceeded, County will remit payment to Contractor within thirty (30) calendar days of receiving Board authorization to make the payment. County will seek such Board authorization within 30 calendar days after completion of the post-audit and recomputed final settlement Short-Doyle/Medi-Cal processes described in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph L (Audits, Audit Appeals and Post-Audit Short-Doyle/Medi-Cal Final Settlement).

M. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY: If, at the time an amount payable to the County is determined, there are funds related to the fiscal year to which the debt relates in the Escrow Account created pursuant to Paragraph G (Escrow of Funds) above, County shall withdraw the amount to which it is due from such account, in accordance with the terms of Paragraph G (Escrow of Funds) and will provide notice to Contractor of such withdrawal. If there are no funds remaining in the Escrow Account related to the fiscal year to which the debt relates, or if such funds are not adequate to liquidate the entire amount of the debt, Contractor will within ten (10) business days after written notification by County of the amount due by Contractor to County, notify County as to which of the following five 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) deducted from future claims over a period not to exceed three months, (3) deducted from any amounts due from County to Contractor whether under this Agreement or otherwise, (4) paid by cash payment(s) by Contractor to County over a period not to exceed three months, or (5) 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 payment options shall be used by County for recovery of such amount from Contractor.

N. 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 calendar days after the due date, then Director, in his sole discretion and after written notice to Contractor, may assess interest charges at a rate equal to County's Treasury Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first calendar 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 calendar 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 or his designee, deducted from any amounts due from County to Contractor whether under this Agreement or otherwise.

O. FINANCIAL SOLVENCY: Contractor shall maintain adequate provisions against the risk of insolvency. Such provisions shall minimally meet the solvency/working capital criteria specified in the DMH's financial responsibility requirements policy. The fact that some of Contractors revenues are being held in the Escrow Account pursuant to Paragraph G above shall not be basis for finding that Contractor does not meet such financial responsibility requirements. In determining solvency, County shall not consider any liability related to Contractor's 2004 bankruptcy filing.

P. 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. So long as Contractor has adequate amounts to qualify as the local match for non-ESPDT services, or for ESPDT services within the baselines and any associated growth amount, or the State pays sufficient SGF to act as local match,

County agrees that the Board of Supervisors will appropriate sufficient amounts to allow Contractor to receive the FFP and EPSDT-SGF for services it provided.

Q. 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, unless otherwise agreed to by County and Contractor, and all changes shall be made by an amendment pursuant to DMH Legal Entity Agreement Paragraph 40 (ALTERATION OF TERMS).

(2) If Contractor requests to increase or decrease any Maximum Contract Amount, Contractor shall provide all reports, data, and other information requested by County within 15 calendar days of the date of the request for such materials. Any increase to the Maximum Contract Amount shall be made by an amendment pursuant to DMH Legal Entity Agreement Paragraph 40 (ALTERATION OF TERMS).

R. DELEGATED AUTHORITY: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director 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 Maximum Contract Amount amendment increase or amendment change 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 Executive Officer or their 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. The Director or his designee shall provide 15 business days prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County, to

Contractor, DMH Contracts Development and Administration Division, and to County's Chief Administrative Officer. Any such change in any applicable Maximum Contract Amount shall be effected by an administrative amendment to this Agreement by Director or his designee; and

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

S. PUBLIC ENTITY STATUS: The provisions of this Financial Exhibit A assume that Contractor is considered a public entity under federal Medicaid rules, and is capable of certifying a public expenditure, with or without additional certification by the State Controller. If County, in good faith, determines that Contractor no longer qualifies as a public entity under federal Medicaid rules, then all payments under this Agreement for services rendered on or after the date Contractor ceased being a public entity shall stop. Prior to making such determination, County shall consult with Contractor, so long as Contractor makes itself available for such discussion within five (5) business days of a request for such conference by County. Contractor and County, working with the State, shall make good faith efforts to enter into a new arrangement which will permit realignment funds assigned by statute to Contractor to act as the local match for Medicaid/Medi-Cal mental health services to the residents of La Verne, Claremont and Pomona provided by Contractor. Contractor acknowledges and agrees that County has no obligation to pay for services provided by Contractor after it ceases to be a public entity under federal Medicaid rules unless a new arrangement, memorialized in a formally approved amendment or new agreement between the parties exists, and that, if Contractor continues to provide services to Medi-Cal beneficiaries, it does so at its own risk. Notwithstanding the above, Contractor may continue to submit claims, and County may continue to make payments to Contractor for services which do not rely on Contractor's expenditure as the basis for the claim for FFP, if and only if County, in its sole discretion, notifies Contractor that it will accept such claims and make such payment.

EXHIBIT A-1

SPECIAL CLAIMS CERTIFICATION FORM FOR
TRI-CITY MENTAL HEALTH CENTER

Legal Entity No.: 00066

Claims for services with dates of services _____
through_____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health service in and for Tri-City Mental Health Center, and that all claims referenced above have been individually reviewed for completeness and accuracy. I further certify that, to best of my knowledge and belief, the claims are in all respects true, correct, and in accordance with State and federal law and regulation. I further certify that to the best of my knowledge and belief, for each service for which reimbursement is claimed, medical necessity exists, a timely service plan which includes the specific service has been prepared for the beneficiary, an adequate progress note reflecting the service, as well as all other information required as a condition of reimbursement under Short-Doyle/Medi-Cal exists, and the services meet the federal, state and County requirements for coverage and reimbursement under the Title XIX Short-Doyle/Medi-Cal program. I acknowledge and understand that the County of Los Angeles is relying on this certification in submitting these claims to the State of California for reimbursement under the Short-Doyle/Medi-Cal program and that a material misrepresentation may be a violation of state and/or federal law, subject to criminal or civil prosecution.

Date: _____ Signature: _____

Title: _____

Executed at _____, California

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

TRI-CITY CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL DETERMINATION OF ELIGIBILITY

Legal Entity: _____

Legal Entity Number: 00066

Claims for services/activities with dates of services (mm/dd/yyyy): _____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for Tri-City Mental Health Center ("Claimant"); that the amounts for which reimbursement was claimed for Medi-Cal services rendered during the above indicated fiscal year and claimed to the County of Los Angeles Department of Mental Health were in accordance with the terms and conditions of the Legal Entity Agreement; and that to the best of my knowledge and belief each claim was in all respects true, correct, and in accordance with State and Federal law and regulation. I agree and certify under penalty of perjury that all claims for services provided to County mental health clients that are covered by this certification were provided to the clients by this Legal Entity. The services were provided in accordance with the client's written treatment plan. This Legal Entity also certifies that all information submitted to the County Department of Mental Health was and will be accurate and complete. This Legal Entity understands that these claims are or will be paid from Federal and/or State funds, and any falsification or concealment of a material fact may violate and be prosecuted under Federal and/or State laws. The Legal Entity agrees to keep for the minimum period specified in its Legal Entity Agreement a printed representation of all records which are necessary to disclose fully the extent of services furnished to the clients. The Legal Entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles; California Department of Health Care Services; California Department of Mental Health; California Department of Justice, including the Bureau of Medi-Cal Fraud; Office of the State Controller; U.S. Department of Health and Human Services, or the duly authorized representatives of such entities. The Legal Entity also agrees that services were offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

FURTHER, I HEREBY CERTIFY under penalty of perjury to the following: that an assessment of the beneficiary was conducted in compliance with the requirements established in the County's Mental Health Plan (MHP) contract with the California Department of Mental Health (State DMH); the beneficiary was determined to be eligible to receive Medi-Cal services at the time the services were actually provided to the beneficiary; services included in the claims submitted for the above indicated period were actually provided to the beneficiary; medical necessity was established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services claimed; a client plan was developed and maintained for the beneficiary that meets all client plan requirements established in the County's MHP contract with the State DMH and, for each beneficiary with EPSDT supplemental specialty mental health services included in the claims for said period, all requirements for payment authorization for EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the County's MHP contract with the State DMH.

Date: _____ Signature: _____

Director/Chief Operations Officer

Executed at _____, California

Claims for services/activities with dates of services (mm/dd/yy): _____.

1. Total Actual Expenditure of Public Funds $

2. SD/MC Cut-Off Date (on Integrated System)

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of Tri-City Mental Health Center ("Claimant') responsible for the examination and settlement of accounts and I understand that the information is to be used for filing a reimbursement claim with the federal government for federal funds and with the State for State funds and, that intentional misrepresentation of any information provided herein constitutes a violation of federal and state law. I further certify that this claim is based on actual, total expenditures of public funds as necessary for claiming federal participation pursuant to all applicable requirements of federal law, including Section 1903(a) of the Social Security Act and 42 C.F.R. Section 433.51 and that the expenditures claimed have not previously been, nor will they be, claimed at any other time as claims to receive federal participation funds under Medicaid or any other program (unless these claims are being resubmitted after correction). I understand that the County and/or the State of California must deny payment of any claim submitted if it determines the certification is not adequately supported for purposes of claiming federal financial participation. I acknowledge that all records of these expenditures are subject to review and audit by the County, the California Department of Mental Health, the California Department of Health Care Services, and/or the federal government, and that all records necessary to fully disclose the extent of services furnished to clients must be kept as required by the Legal Entity Agreement, Paragraph 12 RECORDS and AUDITS.

Date: _____ Signature:

_____
Director/Chief Operations Officer

Executed at _____, California

Please forward the completed form to County of Los Angeles Department of Mental Health:

Los Angeles County – Department of Mental Health
Attn: Compliance Program Office
550 S. Vermont Ave.
Los Angeles, CA 90020

Financial Summary

Contractor Name: *Tri-City Mental Health*
Legal Entity Number: 00066
Agreement Period: July 1, 2010 through June 30, 2013
Fiscal Year: 2010-11

DMH Legal Entity Agreement
Attachment III
The Financial Summary -
Amendment Number

	Funded Program	Max. Program Amount — Non-Medi-Cal/ Indigent	Max. Program Amount — Medi-Cal/ Healthy Families	Combined Max. Program Amount
1	Family Preservation Program			$ -
2	Child Abuse Prevention Intervention and Treatment (AB2994)			$ -
3	Special Education Pupil (SEP)			$ -
4	Specialized Foster Care			$ -
5	Comprehensive SOC Prog (SAMHSA, CFDA #93.958)			$ -
6	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)			$ -
7	Juvenile Justice Program (STOP)			$ -
8	Juvenile Justice Program (JJCPA)			$ -
9	Co-occurring Disorder			$ -
10	Path McKinney, CFDA #93.150			$ -
11	Homeless Services (NCC)			$ -
12	Family Functional Therapy Program			$ -
13	CalWORKs			$ -
14	Homeless - Family Project			$ -
15	GROW			$ -
16	Inpatient/Residential Services			$ -
17	Other Mental Health Services for clients under the age of 21 years		2,199,921	$ 4,582,015
18	Other Mental Health Services for clients 21 years of age or older		2,382,094	
	MHSA:			
19	Full Service Partnership (FSP) - Child			$ -
20	FSP - TAY			$ -
21	FSP - Adult			$ -
22	FSP - Older Adult			$ -
23	Field Capable Clinical Services (FCCS)			$ -
24	Probation Camps			$ -
25	Urgent Care Centers/Crisis Resolution Services			$ -
26	Wellness/Client-Run Centers			$ -
27	Institutions for Mental Disease (IMD) Step Down			$ -
28	Enriched Residential Services			$ -
29	Jail Transition and Linkage Services			$ -
30	POE (Outreach & Engagement)			$ -
31	PEI Early Start			$ -
	Unique/Other:			
32				$ -

33	**Maximum Contract Amount**	$ 4,582,015

1/9/2010

* The amounts included in this Fianancial Summary reflect FFP Medi-Cal and EPSDT-SGF only. Tri-City is responsible for the local match used to draw down the Medi-Cal. DMH passes through State and Federal funds to Tri-City.

Financial Summary

Contractor Name: *Tri-City Mental Health*
Legal Entity Number: 00066
Agreement Period: July 1, 2010 through June 30, 2013
Fiscal Year: 2011-12

DMH Legal Entity Agreement
Attachment III
The Financial Summary -
Amendment Number

	Funded Program	Max. Program Amount — Non-Medi-Cal/ Indigent	Max. Program Amount — Medi-Cal/ Healthy Families	Combined Max. Program Amount
1	Family Preservation Program			$ -
2	Child Abuse Prevention Intervention and Treatment (AB2994)			$ -
3	Special Education Pupil (SEP)			$ -
4	Specialized Foster Care			$ -
5	Comprehensive SOC Prog (SAMHSA, CFDA #93.958)			$ -
6	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)			$ -
7	Juvenile Justice Program (STOP)			$ -
8	Juvenile Justice Program (JJCPA)			$ -
9	Co-occurring Disorder			$ -
10	Path McKinney, CFDA #93.150			$ -
11	Homeless Services (NCC)			$ -
12	Family Functional Therapy Program			$ -
13	CalWORKs			$ -
14	Homeless - Family Project			$ -
15	GROW			$ -
16	Inpatient/Residential Services			$ -
17	Other Mental Health Services for clients under the age of 21 years		2,199,921	$ 4,582,015
18	Other Mental Health Services for clients 21 years of age or older		2,382,094	
	MHSA:			
19	Full Service Partnership (FSP) - Child			$ -
20	FSP - TAY			$ -
21	FSP - Adult			$ -
22	FSP - Older Adult			$ -
23	Field Capable Clinical Services (FCCS)			$ -
24	Probation Camps			$ -
25	Urgent Care Centers/Crisis Resolution Services			$ -
26	Wellness/Client-Run Centers			$ -
27	Institutions for Mental Disease (IMD) Step Down			$ -
28	Enriched Residential Services			$ -
29	Jail Transition and Linkage Services			$ -
30	POE (Outreach & Engagement)			$ -
31	PEI Early Start			$ -
	Unique/Other:			
32				$ -
33	**Maximum Contract Amount**			$ 4,582,015

1/9/2010

* The amounts included in this Fianancial Summary reflect FFP Medi-Cal and EPSDT-SGF only. Tri-City is responsible for the local match used to draw down the Medi-Cal. DMH passes through State and Federal funds to Tri-City.

Financial Summary

Contractor Name: *Tri-City Mental Health*
Legal Entity Number: 00066
Agreement Period: July 1, 2010 through June 30, 2013
Fiscal Year: 2012-13

DMH Legal Entity Agreement
Attachment III
The Financial Summary -
Amendment Number

	Funded Program	Max. Program Amount — Non-Medi-Cal/ Indigent	Max. Program Amount — Medi-Cal/ Healthy Families	Combined Max. Program Amount
1	Family Preservation Program			$ -
2	Child Abuse Prevention Intervention and Treatment (AB2994)			$ -
3	Special Education Pupil (SEP)			$ -
4	Specialized Foster Care			$ -
5	Comprehensive SOC Prog (SAMHSA, CFDA #93.958)			$ -
6	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)			$ -
7	Juvenile Justice Program (STOP)			$ -
8	Juvenile Justice Program (JJCPA)			$ -
9	Co-occurring Disorder			$ -
10	Path McKinney, CFDA #93.150			$ -
11	Homeless Services (NCC)			$ -
12	Family Functional Therapy Program			$ -
13	CalWORKs			$ -
14	Homeless - Family Project			$ -
15	GROW			$ -
16	Inpatient/Residential Services			$ -
17	Other Mental Health Services for clients under the age of 21 years		2,199,921	$ 4,582,015
18	Other Mental Health Services for clients 21 years of age or older		2,382,094	
	MHSA:			
19	Full Service Partnership (FSP) - Child			$ -
20	FSP - TAY			$ -
21	FSP - Adult			$ -
22	FSP - Older Adult			$ -
23	Field Capable Clinical Services (FCCS)			$ -
24	Probation Camps			$ -
25	Urgent Care Centers/Crisis Resolution Services			$ -
26	Wellness/Client-Run Centers			$ -
27	Institutions for Mental Disease (IMD) Step Down			$ -
28	Enriched Residential Services			$ -
29	Jail Transition and Linkage Services			$ -
30	POE (Outreach & Engagement)			$ -
31	PEI Early Start			$ -
	Unique/Other:			
32				$ -

33	**Maximum Contract Amount**	$ 4,582,015

1/9/2010

* The amounts included in this Fianancial Summary reflect FFP Medi-Cal and EPSDT-SGF only. Tri-City is responsible for the local match used to draw down the Medi-Cal. DMH passes through State and Federal funds to Tri-City.

DMH LEGAL ENTITY AGREEMENT
ATTACHMENT IV

Service Delivery Site Exhibit

CONTRACTOR NAME: Tri-City Mental Health Center

LEGAL ENTITY NO.: 00066 **PERIOD:** July 1, 2010 through June 30, 2013

*DESIGNATED PROGRAM OFFICE	SERVICE EXHIBIT NO.	PROV. NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT
CSOC	1,2,3,4	7731	1717 N. Indian Hill Blvd., Claremont, CA 91711-2788	3	1

*Legend: Adult Systems of Care (A)
Child, Youth and Family Program Administration (C)
Critical Care (CC)
Court Programs (CP)
Older Adult Program (OA)
Transition Age Youth (TAY)
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	1
Short-Term Crisis Residential Services (Forensic)	201	
Crisis Stabilization Services (Rehab. Option)	202-A	
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35			

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ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 54 (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 Tri-City Mental Health Center, (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.

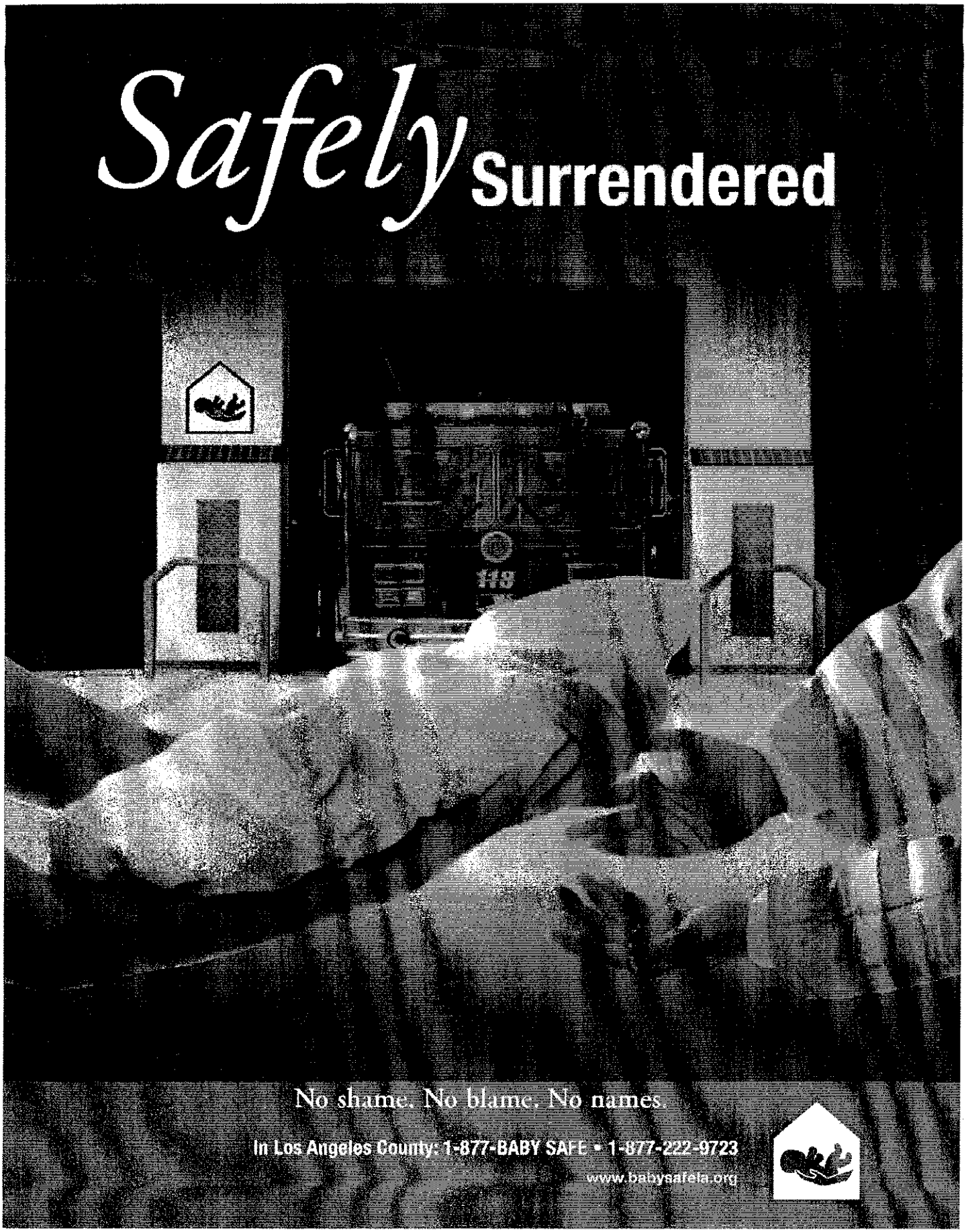
Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

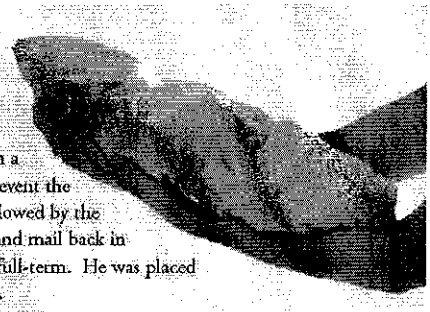
What happens to the parent or surrendering adult?

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

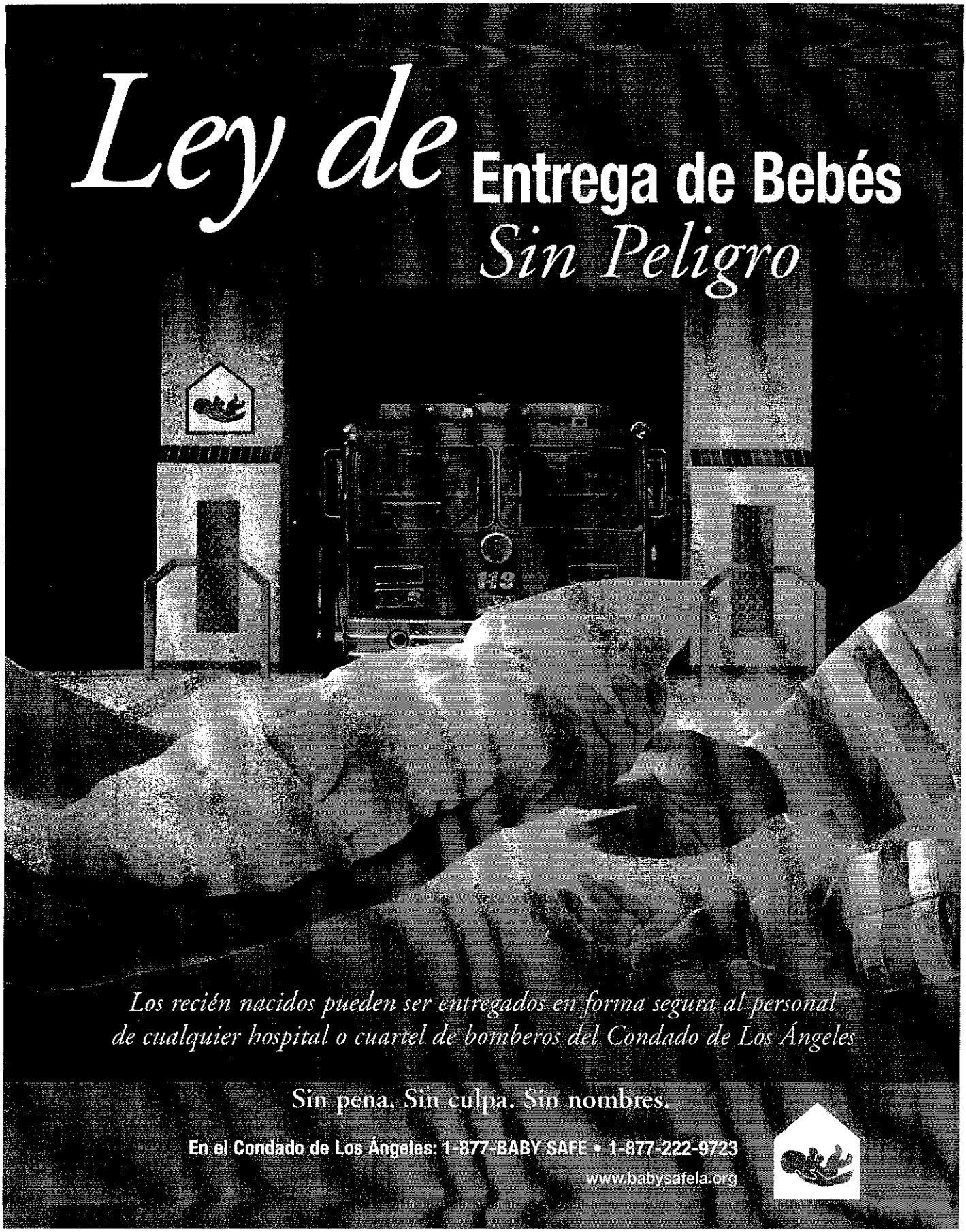
Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

CROSSWALK FACT SHEET

Current Language	New Language
○ Health Care Financing Administration (HCFA)	○ Centers for Medicare and Medicaid Services (CMS)
○ Explanation of Benefits (EOB)	○ Remittance Advice (RA)
○ Mode of Service and Service Function Code (SFC) ○ Activity Code	○ 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. **A crosswalk of HCPCS and CPT Codes to SFC's is available in legacy files.** **UB92:** Refers to coding standards designated by HIPAA.
○ DSM IV	○ **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.
○ Clinical Staff and Discipline Code	○ Rendering Provider and Taxonomy
○ MHMIS or Mental Health Management Information System AND MIS Management Information System	○ IS or Integrated System
○ References to entering data into the MIS	○ Entering data into the IS
○ RGMS	○ IS

CHARITABLE CONTRIBUTIONS CERTIFICATION

Tri-City Mental Health Center
Company Name

1717 N. Indian Hill Blvd., Claremont, CA 91711-2788
Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature Date

Name and Title of Signer (Official Name, Official Title) Please print

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR (Legal Entity Name): Tri-City Mental Health Center

Legal Entity Number: 00066

Pursuant to Paragraph 10 **PERFORMANCE STANDARDS AND OUTCOME MEASURES** Contractor shall be subject to the following standards and outcomes that have been checked in the last column titled "Required Outcome" and which will be used by County as part of the determination of the effectiveness of services delivered by Contractor.

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP, YSS and YSS-F survey instruments.	✓
Performance Outcomes Project:				
2	Access to Services	Client received continuity of care by being seen within 7 calendar days of discharge from an acute psychiatric hospital.	County DMH's claims processing information system data repository.	✓
3		90% or more of responding clients were able to receive services at convenient times and location.	MHSIP, YSS and YSS - F survey instruments.	✓
4		Client received continuity of care by being seen within 30 calendar days time of discharge from mental health residential treatment program/institutional setting.	County DMH's claims processing information system data repository.	✓
5	Client Satisfaction	80% or more of responding clients report that they had someone to talk to when they were troubled.	MHSIP, YSS and YSS-F survey instruments.	✓
6		80% or more of responding clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F survey instruments.	✓
7	Clinical Effectiveness	70% or more of responding child/youth get along better with family members.	YSS and YSS-F survey instruments.	✓
8		70% or more of responding child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.	
9		75% or more of responding child/youth are doing better in school and/or work.	YSS and YSS-F survey instruments.	✓
10		65% or more of responding Transitional Age Youth are doing better in school and/or work.	MHSIP, YSS, YSS-F	✓
11		15% or more of responding adult clients are doing better in school and/or work.	MHSIP, YSS and YSS-F survey instruments.	✓
12		20% or more of responding adult clients report they deal more effectively with daily problems and/or report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey instruments.	✓

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR (Legal Entity Name): Tri-City Mental Health Center

Legal Entity Number: 00066

Mental Health Services Act (MHSA) - Full Service Partnership (FSP) Children, Transition Age Youth (TAY), Adult and Older Adult Programs (State mandated, California Code of Regulations (CCR), Title 9, Chapter 14, § 3530 et.al.):

	Performance Based Criteria	Performance Targets	Method of Data Collection	Required Outcome (check)
13				
14	Agency provides significant amount of field-based services.	At least 65% of direct services provided in the field.	Integrated System (IS) report on services provided in the field.	
15	Agency accepts referrals from DMH within 72 hours.	100% of agency responses are within the required 72 hours. 100% of agency responses to hospitals, emergency rooms, and urgent care centers within 24 hours. Exceptions to be negotiated between provider and DMH.	Centralized tracking.	
16	Agency staff responds to crisis calls regarding enrolled clients 24/7.	Agency staff responds to 100% of its crisis calls 24/7.	ACCESS and PMRT data.	
17	Agency has required 15:1 client to staff ratio to serve clients.	15:1 client to staff ratio (excludes administrative staff).	Proposal package and staff rosters/records.	
18	Agency provides services to clients with co-occurring substance abuse disorders.	60% of clients with co-occurring substance abuse disorders served.	IS report on clients that have substance abuse diagnosis.	
19	Agency provides clients, parents and caregivers with self-help, peer support, and caregiver support groups. Parents are provided with or are involved with peer advocate on team.	100% of clients referred to self-help, peer support, and/or caregiver support groups. 25% of clients/their caregivers are actively involved with self-help, peer support and/or caregiver support groups.	Sample review of records, lists of referrals.	
20	Agency has paid staff who are consumers and/or parent advocates.	At a minimum, 10% of staff are consumers and/or parents.	Proposal package and staff rosters/records.	
21	At the time of admission, the agency serves uninsured and underinsured clients.	**Children and TAY:** 15% of the enrolled clients were uninsured at the time of admission. 10% of the enrolled clients were underinsured at the time of admission. 75% of the enrolled clients were insured at the time of admission. **Adult:** 33% of the enrolled clients were uninsured at the time of admission. 33% of the enrolled clients were underinsured at the time of admission. 34% of the enrolled clients were insured at the time of admission. **Older Adult:** 20% of the enrolled clients were uninsured at the time of admission. 10% of the enrolled clients were underinsured at the time of admission (Medicare Only). 70% of the enrolled clients were insured at the time of admission.	IS reports.	

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR (Legal Entity Name): Tri-City Mental Health Center

Legal Entity Number: 00066

	Mental Health Services Act (MHSA) - Community Support Services (CSS), Housing Trust Program:			
	Performance Based Criteria	Performance Targets	Method of Data Collection	Required Outcome (check)
22	Resident Council.	Establish and maintain a Residents Council that meets on a regular basis, at a minimum of once per month.	Records of Residents Council's meetings.	
23				
24	Agency assists residents in maintaining housing stability.	80% of residents housed during each funding year have remained housed for a minimum of one year.	Resident rosters.	
25	Agency maintains 90% residency rate throughout each funding year.	Subsequent to fully leasing the housing units, 90% are occupied at any given time.	Resident log.	
26	Agency provides services to residents with co-occurring substance abuse disorders.	30% of residents are diagnosed with or report having co-occurring substance abuse disorders.	Outcomes database on residents that have diagnosis of co-occurring substance abuse.	
27	Agency refers to and/or provides residents, parents and caregivers with self-help, peer support, and caregiver support groups.	100% of residents referred to self-help, peer support, and/or caregiver support groups. 25% of residents and/or caregivers are actively involved with self-help, peer support and/or caregiver support groups.	Sample review of records; lists of referrals; Support Group sign-in sheets; resident intervires.	
28	Agency provides direct assistance with linking residents with education or vocational and/or employment opportunities including volunteer activities outside their residence.	30% of residents are involved in some type of education or vocational training program and/or employment including volunteer activities for at least 10 hours per week for a minimum of 90 days.	Admission Database and Monthly Reports.	

	Mental Health Services Act (MHSA) - Community Support Services (CSS), Field Capable Clinical Services (FCCS) for Older Adults:			
	Performance Based Criteria	Performance Targets	Method of Data Collection	Required Outcome (check)
29				
30	Agency provides significant amount of field and/or community-based services.	60% of all services shall be provided in field and/or community-based settings.	Information System (IS) report on services provided in the field and/or community-based settings.	
31	Agency has required staffing ratio to provide contracted services.	100% compliance with required staffing to provide services outlined in the DMH approved Negotiation Package.	Staff Roster.	

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR (Legal Entity Name): Tri-City Mental Health Center

Legal Entity Number: 00066

32	Agency provides services or has the availablity to provide services to older adults with co-occurring substance abuse disorders.	20% of clients served have diagnosis of co-occurring substance abuse disorder.	IS report on clients who have substance abuse diagnosis.	
33	Agency directly provides or refers clients, family members and caregivers to self-help, support, and education groups.	100% of clients, family members, and caregivers will receive information on self-help, support and education groups.	Sample review of records. List of referrals.	
34	Agency has required multi-disciplinary team staffing.	Agency hires staff as stipulated in RFS.	Negotiation Package and staff rosters.	

DMH Amendment Summary

LEGAL ENTITY NAME: Tri-City Mental Health Center

Contract No.: MH120558 Legal Entity No.: 00066 Amendment No. _____

LIST OF FUNDING SOURCES, PLANS, AND/OR SERVICES
(Please check all applicable funding sources, plans, and/or services for Amendment only)

1	Family Preservation Program		22	MHSA – FSP – Adult	
2	Child Abuse Prevention Intervention and Treatment (AB2994)		23	MHSA – FSP – Older Adult	
3	Special Education Pupil (SEP)		24	MHSA – Field Capable Clinical Services (FCCS)	
4	Specialized Foster Care		25	MHSA – Probation Camps	
5	Comprehensive SOC Prog (SAMHSA, CFDA #93.958)		26	MHSA – Urgent Care Centers/Crisis Resolution Services	
6	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)		27	MHSA – Wellness/Client-Run Centers	
7	Juvenile Justice Program (STOP)		28	MHSA – Institutions for Mental Disease (IMD) Step Down	
8	Juvenile Justice Program (JJCPA)		29	MHSA – Enriched Residential Services	
9	Co-occuring Disorder		30	MHSA – Jail Transition and Linkage Services	
10	Path McKinney, CFDA #93.150		31	MHSA – POE (Outreach & Engagement)	
11	Homeless Services (NCC)		32	MHSA – PEI	
12	Family Functional Therapy Program		33	DCFS Star View	
13	CalWORKs		34	DHS LAMP	
14	Homeless – Family Project		35	DHS Social Model	
15	GROW		36	DCFS Hillview Transitional Independent Living	
16	Inpatient/Residential Services		37	DHS/ADPA Dual Diagnosis	
17	Non-Medi-Cal/Indigent		38	DCFS THP	
18	Other Mental Health Services for clients under the age of 21 years		39	DCFS Medical Hub	
19	Other Mental Health Services for clients 21 years of age or older		40	MAA	
20	MHSA – Full Service Partnership (FSP) - Child		41	Tri-City	X
21	MHSA – FSP – TAY		42	Medi-Cal: NON-EPSDT, EPSDT/Healthy Families/MAA/Tri-City	X

MAXIMUM CONTRACT AMOUNT (MCA) PER FISCAL YEAR (FY)

FUNDING SOURCE(S)	FY 2010-11	FY 2011-12	FY 2012-13
Medi-Cal/Health Families	$4,582,015	$4,582,105	$4,582,015

(See Financial Summary(ies) for funding details to MCA)

Headquarters' (HQ) Address: 1717 N. Indian Hill Blvd.
Claremont, CA 91711-2788

HQ Sup. District: 1

Service Area(s): 3

Deputy Director: Olivia Celis-Karim

Lead Manager: Alfredo Larios