LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

June 10, 2014

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 RENEW A LEGAL ENTITY AGREEMENT
FOR FISCAL YEARS 2014-15 THROUGH 2016-17
WITH TRI-CITY MENTAL HEALTH CENTER
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Request approval to renew the existing Legal Entity Agreement with Tri-City Mental Health Center for the provision of continuous and uninterrupted outpatient mental health services to Medi-Cal eligible adults and children residing in Pomona, Claremont, and La Verne.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), 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), to continue its provision of outpatient mental health services to Medi-Cal eligible adults and children residing in Pomona, Claremont, and La Verne, and to pass through federal and state payment of an amount of $6,186,822, effective July 1, 2014 through June 30, 2015, with two (2) one-year automatic renewal periods through Fiscal Year (FY) 2016-17.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to this LE Agreement, as necessary, provided that 1) there is no increase in the amount of county funds; 2) any increase in federal or state funding will be used to provide additional services or to reflect program and/or Board policy changes; 3)approval of County Counsel, or his designee, is obtained prior to any such amendments; 4) County and Contractor may, by written amendment, mutually agree to reduce programs and/or services and revise the applicable MCA; and

5) the Director, or his designee, notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DMH to renew the existing LE Agreement with Tri-City MHC, scheduled to expire on June 30, 2014. Renewal of the LE Agreement for Tri-City MHC is necessary to provide continuous, uninterrupted mental health services to Medi-Cal beneficiaries who are residents of the Tri-City area. As discussed in more detail below, the Agreement is similar to the prior agreements with Tri-City MHC. The Agreement only relates to services to Medi-Cal beneficiaries, including the new Medicaid Coverage Expansion population. However, DMH no longer will be escrowing any of amounts due to Tri-City, because DMH believes the Tri-City MHC is not longer at risk for substantial disallowances if audited. The Agreement format also includes any applicable updated and new mandated provisions in accordance with Board policy. 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.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The total estimated cost for FY 2014-15 MCA for Tri-City MHC is $6,186,822, which is fully funded by Federal Financial Participation (FFP) under Medi-Cal and 2011 Realignment EPSDT revenue. Tri-City MHC will incur the costs for all services it renders, which enables it to make the certification of public expenditure (CPE) required to claim FFP for such services. Tri-City MHC will fund the local match for Medi-Cal services using the Sales Tax Realignment revenue which it receives directly from the State and State Mental Health Services Act (MHSA) revenue which it has also been awarded directly. The County, as the Medi-Cal Mental Health Plan for specialty mental health services, functions as an agent to pass-through federal reimbursement for Medi-Cal services rendered by Tri-City MHC and also those state revenues related to services to children that were realigned in 2011. The Agreement does not provide for Tri-City to receive an annual cash flow advance nor does DMH make payments to Tri-City MHC prior to the County's actual receipt of funds from the State.

Pursuant to the agreement reached during the Bankruptcy, Tri-City has paid off its class 2 creditors and has begun repaying the County some of the amounts owed at the time of Tri-City MHC' bankruptcy. To the extent Tri-City has available revenue at the end of any calendar quarter, the County should continue to receive some payment of the old debt. Year to date, County has received $953,838 out of $4,298,009 due from Tri-City MHC.

There is no net County cost associated with these actions.

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.

Tri-City MHC went into bankruptcy in 2004. Beginning on July 1, 2007 and after Tri-City had reorganized and improved its organization, the County began contracting again with Tri-City MHC for services to Medi-Cal beneficiaries. Tri-City MHC has successfully implemented its contract with DMH and has provided appropriately documented and supported mental health services to severely and persistently mentally ill adults, seriously emotionally disturbed (SED) children, adolescents, and families who are residents of the three cities. The types of supports and services Tri-City MHC offers range from intensive treatments such as Full Service Partnerships (FSP) to Field Capable Clinical Services (FCCS) for Older Adults, Prevention and Early Intervention (PEI), a Wellness Center, and community navigators.

In addition to traditional Medi-Cal populations, Tri-City MHC provides mental health services to individual under the Medicaid Coverage Expansion, authorized by the Patient Protection and Affordable Care Act.

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.

The Agreement format has been approved as to form by County Counsel. Clinical and administrative staff of DMH will continue to administer and monitor this LE Agreement, evaluate programs to ensure that quality services are being provided to clients, and ensure that agreement provisions and Departmental policies are being followed.

CONTRACTING PROCESS

Tri-City MHC has an existing LE Agreement with DMH that will expire on June 30, 2014. It is being replaced with a new agreement which updates the existing terms, and includes all new required language, such as: Public Records Act, Security and Background Investigation, Air or Water Pollution Investigation, Time Off for Voting, and Technology Requirements.

The revised Agreement format includes a revised Financial Exhibit which reflects changes from Title XXI State Children's Health Insurance Program (Formerly Healthy Families Program) to Title XXI Medicaid Children's Health Insurance Program. It removes the provisions for withholding and escrowing a portion of the payment received from the State to be used in the event of adverse audit findings. County reviews of Tri-City MHC's documentation and reporting practices suggest that such an escrow account is no longer necessary as Tri-City MHC does not appear to be at risk for substantial audit exceptions. The Agreement format includes provisions recently mandated by your Board include CARD, Technology Requirements, Security and Background Investigation, Air or Water Pollution Requirements, and Time off for Voting.

The attached Agreement format and Financial Exhibit has been approved as to form by County Counsel. The CEO has been advised of the proposed actions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The renewal of this Agreement 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 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 of Mental Health

MJS:BM:MM:RK:c
oh

Enclosures

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

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

CONTRACTOR:
Tri-City Mental Health Center — MH121105 (Contract Number)

50670801 (Vendor Number)

Business Address:
1717 N. Indian Hill Blvd.

MH120558 (Reference Number(s))

Claremont, CA 91711-2788

00066 (Legal Entity Number)

Provider Number(s) 7731, 7798

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 Bryan Mershon 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 _____, 2014, 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 Boulevard, Claremont, CA 91711-2788.

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section, 5600 et seq., and Expanded Medi-Cal Services under the Affordable Care Act (ACA-Medicaid); 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 (WIC) Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, California WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; California Welfare and Institutions Code Section 15600 et seq., including Section 15630; California WIC Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; California Penal Code (PC) Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations (CCR); 45 Code of Federal

Regulations Parts 160 and 164 and California WIC Section 5328 et seq.; California Department of Health Care Services (DHCS) Mental Health Plan Agreement; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State 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); County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

WHEREAS, this 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:

1. **TERM**:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2014 and shall continue in full force and effect through June 30, 2015.

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, 2015 and shall continue in full force and effect through June 30, 2016.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2016 and shall continue in full force and effect through June 30, 2017.

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 67 (NOTICES).

D. Contractor Alert Reporting Database (CARD): The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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. Any termination of this Agreement by County pursuant to this Paragraph 2 shall be approved by County's Board of Supervisors.

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), 46 (CERTIFICATION OF DRUG-FREE WORK PLACE), 52 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 61 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION 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), 47 (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, including termination as provided for in Paragraph 2 (TERMINATION WITHOUT CAUSE), 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. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement.

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 or 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, as approved in writing by Director. The quality of services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

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 Medi-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 5751.2 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, DHCS 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. At all times during the term of this Agreement, Contractor shall have available, and shall provide, upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), 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, 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 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 and within the time specified in the contract monitoring report. Contractor shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.

C. In the event of a State audit of this Agreement, if State auditors disagree with County's official 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 three (3) business days.

11. **PERFORMANCE STANDARDS AND OUTCOME MEASURES**: The 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. Examples of such performance standards and/or outcome measures include, but are not limited to those identified in Attachment IX; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA).

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

12. **QUALITY MANAGEMENT PROGRAM**:

A. Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 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 DHCS through the Performance Contract and/or Mental Health Plan Agreement.

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

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

D. The Contractor's level of performance under this Agreement shall be evaluated by the County no less than annually. Contractor's failure to meet performance standards may place Contractor's Agreement in jeopardy; performance deficits that are not remedied by Contractor will be reported to the Board of Supervisors. The report shall include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or 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 available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Agreement and during the applicable period of records retention. Records shall be maintained by Contractor at location in Los Angeles County as specified in this Agreement. 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 assessment 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 latter of any of the following:

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

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

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

4) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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

(b) Case Management Support Services, Outreach Services, and Client Support Services Records (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services (i.e., all services other

than direct services) in accordance with all applicable County, State and federal requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a minimum period 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 (3) years after completion of all County, State and/or federal audits; or

3) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection 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 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 Parts 1 and 2 (Publications #15-1 and #15-

2), 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:

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

2) Contractor's reasonable efforts to collect charges from the patient/client, his/her 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, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State's CFRS Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

(a) Seven (7) years following the expiration or earlier termination of this Agreement;

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

(c) Three (3) 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 available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Contractor's outside auditors, and regular and special reports from Contractor. 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 DHCS 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) California Department of Health Care Services (DHCS) Access to Records: Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement; three (3) years after final audit is completed including appeals, or seven (7) years after termination of this Agreement; whichever occurs later, Contractor shall maintain and make available to the DHCS, the Secretary of the United States Department of Health and Human Services (HHS) or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 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, three (3) years after final audit is completed including appeals, or seven (7) years after termination of this Agreement; whichever is later, Clinical records, of all minors (0-17 years of age) including those who are legally emancipated, shall be retained safely until the age of 25; Clinical records of adult clients shall be retained safely for a minimum of seven (7) years after

the date of service; and Clinical records of adult and minor clients which have audits or legal actions pending shall be retained until the issues have been settled, regardless of the Department's retention period. Contractor shall maintain and make available to the Secretary of the United States Department of HHS or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontractor shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

14. **REPORTS**:

A. Contractor shall make reports as required by Director, State, or the federal government 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) 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.

(2) Notwithstanding any other provision of this Agreement, the only units of service which shall be considered valid and reimbursable at Annual Cost Report. Reconciliation and Settlement, Cost Report Audit Settlement, or at any other time otherwise shall be those units of service that are submitted by Contractor into the County's claims processing information system by the County's year-end cutoff date in accordance with the terms of this Agreement and its attachments thereto, including but not limited to Attachment II, Financial Exhibit A (Financial Provisions), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. Notwithstanding any other provision of this Agreement, claims entered into the County claim processing information system shall be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor when submitting the claim into the County's claims processing information system.

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

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.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Attachment X-1.

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, 11165.9 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

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.

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 (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era 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 certify to, and comply with, the provisions of Attachment XI – Contractor's Equal Employment Opportunity (EEO) Certification.

C. 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 (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Such treatment shall include, but is not limited to, the following actions: employment, upgrading, 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 (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, statuses a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the

evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

D. 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 handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall give written notice of its obligations under this Paragraph 19 to labor organizations with which it has a collective bargaining or other agreement.

E. Contractor shall allow State and/or County representative's access to its books, accounts, and records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director.

F. 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, cancel, or suspend this Agreement. The County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. 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.

H. Contractor shall include the provisions of this Paragraph 19 in every subcontract or purchase order unless otherwise expressly exempted.

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 the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for any act or omission attributable to County's such loss or damage arising from the sole negligence, wrongful act, or omission or willful misconduct of the County Indemnitees.

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.

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 or Changes in Insurance

Contractor's shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

(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 Contract, upon which County immediately may withhold payments due to Contractor,

and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

(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. 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

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

(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 Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (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. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

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 Acknowledgement And Confidentiality Agreement, in the form as contained in Attachment X – 2 of this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee and non-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 FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**:

A. 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' GAIN Program or GROW Program who meets 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 Contractor Non-Employee Acknowledgement And Confidentiality Agreement, in the form as contained in Attachment X – 3 of this 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 be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Agreement with the County.

C. 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.

D. 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.

E. 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 and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder), as required by all federal, State, and local laws, ordinances, rules,

regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this 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 and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder) as required by all applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be retained and current updates of such documents shall be maintained, and made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Agreement and during the applicable period of records retention.

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

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**:

A. 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.

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

- Change of Contractor's name
- Change of Contractor's headquarter's address
- Change, revision, addition, or deletion of Provider site address.
- Change, revision, addition, or deletion of Provider site number
- Change, revision, addition, or deletion of Provider site name.
- Change, revision, addition, or deletion of services previously approved within the Legal Entity for an existing or new Provider site.
- Technical corrections

- Shifting of funds between currently contracted Funded programs so long as such shifting will not cause Contractor to increase Maximum Contract Amount.

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

41. **ENTIRE AGREEMENT**: The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years 2014-15, 2015-16, and 2016-17 Service Delivery Site Exhibit, and Service Exhibit(s) 1, 2, 3, and 4, 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(is)
C. Service Delivery Site Exhibit
D. Service Exhibit(s)
E. Required Supplemental Documents
F. Contractor's Negotiation Package
G. Subprogram Schedule

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

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

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

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

48. **MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES**: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 49.

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

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

County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

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

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

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

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

52. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM**: Contractor hereby warrants that neither it nor any of its staff members is restricted, 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 fraud or abuse involving 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 (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 53.

Contractor shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business

days should DMH or its representatives request it related to sanction list screening compliance.

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.

53. **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 has a Guide to Procedure Codes available at **http://lacdmh.lacounty.gov/hipaa/index.html** which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

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

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

(4) As County defines standard formats for each EDI transaction and determines the method by which each transaction is to be exchanged between Contractor and County, County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined Edi transaction through County's release of revised Companion Guides no less than 180 days prior to the effective date(s) upon which each newly defined EDI transaction is required, unless earlier effective date(s) are imposed by law or regulation.

(5) Contractor acknowledges that County may modify EDI transactions as needed, County shall notify Contractor of the effective date(s) by which Contractor shall be required to comply with each modified EDI transaction in accordance with County's revised EDI transaction requirements through County's release of revised Companion Guides no less than 90 days prior to the effective date(s) of each modified EDI transaction.

(6) Contractor agrees to comply with the exchange of all EDI transactions specified by County and the method by which these transactions are to be

exchanged between Contractor and County as of the effective date(s) specified by County.

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

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

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

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

54. **TECHNOLOGY REQUIREMENTS**:

A. Contractor shall acquire, manage, and maintain Contractor's own information technology and systems and/or services in order to meet all functional and EDI transaction requirements as specified by County.

B. Contractor shall ensure that all individuals using electronic methods to sign electronic health records in the performance of work specified under this Agreement complete an Electronic Signature Agreement annually.

(1) Contractor shall maintain a copy of each Electronic Signature Agreement and make them available for inspection by County upon request.

(2) Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Agreement. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Agreement shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation.

(3) County has a Legal Entity Electronic Signature Certification and a sample Electronic Signature Agreement available at http//lacdmh.lacounty.gov/hipaa/edi_homepage.html

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 VIII, 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. **PUBLIC RECORDS ACT**:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 13 – Record and Audits of this Agreement; as well as those documents which were required to be submitted in response to any solicitation conducted by the County for any services and/or programs for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade Secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

(1) County shall notify Contractor upon receipt of a request for such marked documents.

B. In the event the County is required to defend an action on a Public Records Act request, following notification to Contractor, for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade

secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

64. **SECURITY AND BACKGROUND INVESTIGATION**:

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

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

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

D. Disqualification of any member of Contractor's staff pursuant to this Paragraph 65 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

65. **AIR OR WATER POLLUTION REQUIREMENTS**: Unless specifically exempted under federal law, any federally funded Legal Entity Agreement and/or any subcontracts in excess of $100,000 must comply with the following provisions:

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)],

section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection regulations (40 CFR Chapter 1).

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

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

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67. **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:

Tri-City Mental Health Center
1717 N. Indian Hill Blvd., Claremont, CA 91711-2788
Attention: Jesse H. Duff

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

COUNTY OF LOS ANGELES

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

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

FINANCIAL EXHIBIT A
FINANCIAL PROVISIONS

A. GENERAL

(1) The County shall pay Contractor in arrears for eligible services provided under this DMH Legal Entity Agreement and in accordance with the terms of this Financial Exhibit A (FINANCIAL PROVISIONS) up to the amounts identified for each Funded Program as shown in the Financial Summary and as otherwise may be limited under this DMH Legal Entity Agreement and the attachments thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS) and the Financial Summary.

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

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

(c) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in the Financial Summary is provided based on Contractor's ability to provide specific services and/or serve specific populations as specified in the Negotiation Package, which may include but are not limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; traditional Medi-Cal beneficiaries, who are individuals with low income and resources such as children and families, pregnant women, seniors, and persons with disabilities; and Medi-Cal beneficiaries under the coverage expansion authorized by the Affordable Care Act, all of whom are eligible for services under the Title XIX Short-Doyle/Medi-Cal Program. Therefore, Contractor shall ensure access and provision of a full array of Specialty Mental Health Services to all eligible beneficiaries based on client needs as set forth in the Negotiation Package under this Agreement.

(2) This Agreement shall only cover SD/MC services.

(3) 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.

B. LIMITATIONS ON MAXIMUM REIMBURSEMENT

(1) The total maximum reimbursement that will be paid by County to Contractor under this Agreement shall be, in no event, more than the Maximum Contract Amount (MCA) for the Initial Period, First Automatic Renewal Period and the Second Automatic Renewal Period, respectively, of this Agreement.

(a) In addition to the general limitation of Subparagraph (1) of this Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT), in no event shall the maximum reimbursement that will be paid by County to Contractor under this Agreement for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as provided on the Financial Summary for the Initial Period, First Automatic Renewal Period and the Second Automatic Renewal Period, respectively, of this Agreement.

(2) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under this Agreement in an amount equal to seventy-five (75) percent of the total MCA or seventy-five (75) percent of any Funded Program Amount during the Initial Period, First Automatic Renewal Period or the Second Automatic Renewal Period of this Agreement.

(a) Contractor shall send such notice to those persons and addresses which are set forth in the DMH Legal Entity Agreement, Paragraph 67 (NOTICES).

(b) Failure of Contractor to comply with Subparagraph (2) of this Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT) will be considered a breach of this Agreement.

(3) Except as otherwise provided in this Agreement, the total MCA and/or the Funded Program Amount(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs C (REIMBURSEMENT FOR INITIAL PERIOD) and D (REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED) may not be increased or decreased without a properly executed amendment to this Agreement. In case of an administrative amendment, such administrative amendment may be executed by Director under delegated authority from the Board of Supervisors

without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendment effective.

C. **REIMBURSEMENT FOR INITIAL PERIOD:** The MCA for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed **SIX MILLION ONE HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED TWENTY TWO** DOLLARS (**$6,186,822**) and shall consist of 2011 Realignment/Behavioral Health and/or federal funds as shown on the Financial Summary.

D. **REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED:**

(1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed **SIX MILLION ONE HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED TWENTY TWO** DOLLARS (**$6,186,822**) and shall consist of 2011 Realignment/Behavioral Health and/or federal funds as shown on the Financial Summary.

(2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed **SIX MILLION ONE HUNDRED EIGHTY SIX THOUSAND EIGHT HUNDRED TWENTY TWO** DOLLARS (**$6,186,822**) and shall consist of 2011 Realignment/Behavioral Health and/or federal funds as shown on the Financial Summary.

E. **REIMBURSEMENT BASIS**

(1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system, and except as further limited elsewhere in this Agreement, Contractor will utilize provisional rates based on a Cost Reimbursement methodology under this Agreement.

(a) Contractor shall calculate its requested rates in accordance with the terms and limitations set forth in DMH Policy, *Provisional Rate Setting*, and the parties shall agree in advance on the amount of the provisional rates.

(b) Requested rates for services provided under this Agreement shall be uniform and will apply to all similar services regardless of Funded Program.

(d) All rates are subject to prior review and approval of the County consistent with the DMH Policy, *Provisional Rate Setting*.

(2) (a) 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 A (FINANCIAL PROVISIONS). 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 Federal Financial Participation (FFP) and 2011 Realignment/Behavioral Health reimbursement, if any, paid by the State, based on claims submitted and certified by Contractor.

(b) 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.

(c) Contractor may request, as outlined in DMH Policy, Provisional Rate Setting, revisions to one or more of the provisional rates. 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.

(d) 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 Subparagraph 6(a)(ii) of Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS).

F. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

(1) County payments to Contractor for performance of eligible services hereunder are:

(a) Provisional until the completion of all settlement activities and audits, as 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 County's claim processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost report, application of various County, State and/or federal reimbursement limitations, application of County, State,

and/or federal policies, procedures, and regulations, and/or County, State or federal audits, all of which take precedence over monthly reimbursements. County and Contractor acknowledge that the references in this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) represent examples only and are not intended, nor shall be construed, to represent all of the circumstances or conditions that may result in adjustments to provisional payments.

(b) To be made by County using the business rules as shown in this Financial Exhibit A (FINANCIAL PROVISIONS) and Funded Program Amount(s) 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 Service Exhibits (Attachment IV).

(d) Applied at the Legal Entity level.

(2) Contractor acknowledges and agrees that County's final payment to Contractor for Title XIX SD/MC services is contingent on payment from the State and federal governments and that County's provisional 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.

(3) 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 will be 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, (i) medical necessity exists for the services claimed, (ii) that a timely service plan which includes the specific service claimed has been prepared for the beneficiary, (iii) that an adequate progress note reflecting the service claimed as well as all other necessary information exists, and (iv) that the services meet the federal, State and County requirements for coverage and reimbursement under the

SD/MC 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) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX SD/MC claims. Contractor understands and acknowledges that the County will be relying on the accuracy of the representations in these certifications 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.

(4) Submission of Bills:

(a) Claims for SD/MC are to be entered into the County's claims processing information system within nine (9) months of the end of the month in which mental health services are delivered, except as otherwise provided in this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS).

(b) Notwithstanding Subparagraph (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS), claims may be submitted after the ninth month following the date of service where there is good cause justification. Good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.

(c) Contractor shall, as soon as practicable, notify County of any delay in meeting the nine-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 specific description of the problem that the Contractor is having with the County's claims processing information system. Notification shall be pursuant to the DMH Legal Entity Agreement, Paragraph 67 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's Help Desk.

(d) 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's claims processing information system, and County will waive

the requirement of Subparagraphs (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor shall enter billing information into the County's claims processing information system within thirty (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 Subparagraph (4) (d) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) 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 thirty (30) calendar days required by Subparagraph (4) (d) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) 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.

(e) 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 (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) shall be extended for the period determined by County which is reasonably based on the time the system is inactive.

(5) After the State's approval of the monthly claim(s), and County's receipt and disposition of revenue for such claims, Contractor shall receive from County provisional payment of Contractor's claimed amount. County shall make good faith effort to make such provisional payments as soon as possible, subject to the limitations and conditions specified in this Agreement, but no more than thirty (30) calendar days after receipt from State and disposition by County.

(6) 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.

(7) 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.

(8) Reimbursement Methodologies: County agrees that aggregate final compensation for services under this Agreement will be based on the following, less any Contractor-provided local match, 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.

(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 Maximum Contract Amount (MCA) of this Agreement.

4. The Funded Program Amount for each Funded Program, as provided on the Financial Summary

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

i. Concurrent with any such action, Director shall provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action. Thereafter, Contractor may, within fifteen (15) calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations which supports its determination that such actions were necessary, including any amount(s) held, denied, or reduced.

ii. Upon receiving a request for reconsideration from Contractor, County shall, within fifteen (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 a date for submitting the complete and correct data.

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

(d) Director shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County written standards. Director 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. Payment to Contractor shall not be withheld pending the results of the reconsideration process.

(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 thirty (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 fifteen (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 fifteen (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 fifteen (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 2011 Realignment/Behavioral Health 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) 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 or relating to any terminated portion thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of 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.

(11) 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.

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

(1) Short-Doyle/Medi-Cal 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. 2011 Realignment/Behavioral Health funds are also available for a portion of the local match for Medi-Cal eligible beneficiaries eligible for the EPSDT services. 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 2011 Realignment/Behavioral

Health funds to Contractor in County's capacity as the State designated Mental Health Plan.

(3) SD/MC FFP and 2011 Realignment/Behavioral Health 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 MCA includes 2011 Realignment/Behavioral Health funds, and/or Contractor expresses and certifies sufficient local funds which qualify under 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 2011 Realignment/Behavioral Health payments from the State, County will proceed to remit to Contractor pursuant to the terms of Subparagraph (5) of Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) such FFP and 2011 Realignment/Behavioral Health funds to Contractor as follows:

i In an amount equal to that of the State-paid FFP and the 2011 Realignment/Behavioral Health funds calculated based on the EPSDT baseline and growth determined by the State, for the adjudicated approved SD/MC claim lines totals less the FFP and 2011 Realignment/Behavioral Health funds related to any of such State approved claims that have been voided by Contractor from the County's claims processing information system.

(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 2011 Realignment/Behavioral Health funds has been delayed.

(4) The MCA of this Agreement shall include FFP and/or 2011 Realignment/Behavioral Health funds 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 SD/MC 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 2011 Realignment/Behavioral Health funds. To the extent Contractor exceeds the FFP and/or 2011 Realignment/Behavioral Health funds 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 2011 Realignment/Behavioral Health 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 to be ultimately fiscally responsible for payment for Contractor's claims for payment for these Title XIX SD/MC services. Contractor's ability to retain the Title XIX SD/MC 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 SD/MC 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 2011 Realignment/Behavioral Health funds participation percentage at the time of the date of the service.

(a) The FFP and eligible 2011 Realignment/Behavioral Health funds are part of the applicable MCA of this Agreement

(b) 2011 Realignment/Behavioral Health Funds, Local Match and FFP: If applicable, the 2011 Realignment/Behavioral Health funds that qualify under federal requirements as the local share of eligible Title XIX SD/MC medical assistance expenditures are included in the Funded Program Amount(s) 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 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 and 2011 Realignment/Behavioral Health funds calculated based on the EPSDT baseline and growth determined by the State. FFP and 2011 Realignment/Behavioral Health funds payments will be finalized as a part of the State's cost report settlement and audit processes 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 SD/MC services provided pursuant to this Agreement and to act on Contractor's behalf with State Department of Health Care Services (SDHCS) in regard to claiming. Contractor shall certify annually, no later than July 10 of each year, in writing, that all necessary documentation will exist at the time any such claims for Title XIX SD/MC 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 SDHCS Title XIX SD/MC services all appropriate 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 SD/MC claims or other State required claims data within the time frame(s) prescribed in Subparagraph (4) of Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) 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 SD/MC services unless the denial or disallowance was due to the fault of County.

(10) As the State designated Title XIX SD/MC 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 SD/MC claiming and documentation.

(11) Contractor shall maintain an audit file documenting all Title XIX SD/MC services, as provided in the DMH Legal Entity Agreement, Paragraph 13 (Records and Audits).

(12) County may modify the claiming systems for Title XIX SD/MC 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. The due date is set by the State and is approximately 16 months after the close of the fiscal year. If Contractor does not so provide County with the Title XIX Short-Doyle/Medi-Cal Reconciliation Report by such due date, then Director, in his sole discretion, shall determine which State approved SD/MC services shall be used by County for completion of the Title XIX Short-Doyle/Medi-Cal Reconciliation Report.

(14) Title XIX Short-Doyle/Medi-Cal Overpayment Recovery Procedures: Contractor shall repay to County the amount paid by County to Contractor for Title XIX SD/MC services which are subsequently disallowed by the County, State, and/or federal governments. In no event shall County be liable or responsible to Contractor for any State approved Title XIX SD/MC 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.

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 capable of certifying a public expenditure or making an intergovernmental transfer under federal Medicaid rules, the 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 the Uniform Method of Determining Payment (UMDAP), including Welfare and Institutions Code Sections 5709 and 5710.

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

(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 services specified in this Agreement.

(3) Contractor shall not retain any fees paid by any resources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees 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 specified in this Agreement.

(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 non-reported revenue.

(b) A report by County to SDHCS of all such non-reported revenue including any such unreported revenue paid by any sources 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 (2) copies of an accurate and complete Annual Cost Report with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and the Cost Report Certification must be signed by a Contractor's executive or designee, by the due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS).

(2) An accurate and complete 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 applicable to the fiscal year.

(4) The Annual Cost Report will be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) calendar 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 by Contractor to submit an Annual Cost Report within thirty (30) calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS) shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such breach, County may undertake any or all of the following to remedy such breach:

i. In such instance that Contractor does not submit an Annual Cost Report(s) within such thirty (30) calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS), then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor for 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 Paragraph M (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY).

ii. 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 fifteen (15) business days' written notice of its intention to suspend payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have fifteen (15) business days either to correct the deficiencies, or to request reconsideration of the decision to suspend payments. Payments to Contractor shall not be suspended during the fifteen (15) business days provided to correct the deficiency 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 Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS) 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.

i Liquidated damages shall be assessed separately on each outstanding Annual Cost Report.

ii Liquidated damages shall be assessed commencing on 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 thirty (30) calendar 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) calendar days prior to the due date specified in this Subparagraph (4). The decision to grant an extension without assessing liquidated damages 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 System (CFRS) Instruction Manual, and any other written guidelines which shall be provided to Contractor at the Cost Report training, to be conducted by County on or before 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 the Director that Contractor's Annual Cost Report contains errors or inaccuracies, Contractor shall, within thirty (30) calendar days, correct such errors and/or inaccuracies and resubmit its Annual 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 Annual 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. ANNUAL MEDI-CAL RECONCILIATION AND COST REPORT SETTLEMENT:

(1) Based on the Annual Cost Report(s) submitted pursuant to this Financial Exhibit A (FINANCIAL PROVISIONS) Paragraph J (ANNUAL COST REPORTS) and the most updated State Medi-Cal approvals and County claims information, at the end of each fiscal year or portion thereof that this Agreement is in effect and Paragraph G (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 an Annual Medi-Cal Reconciliation and Cost Report Settlement.

(a) Upon initiation and instruction by the State, County will perform the Short-Doyle/Medi-Cal Reconciliation with Contractors.

(b) County will perform settlement of the amount due to Contractor based on the Reconciliation upon receipt of State Reconciliation Settlement to the County.

(2) Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX SD/MC.

(3) Reimbursement to Contractor shall not exceed the MCA shown in the Financial Summary(ies) (Attachment III). For purposes of this part, FFP for Title XIX SD/MC services, as well as 2011 Realignment/Behavioral Health funds will be considered by County in the Legal Entity's aggregate total when applying the MCA limitation by payer.

However, the FFP reimbursement by County to Contractor for Title XIX SD/MC services shall be limited to the maximum FFP for which there is sufficient eligible Contractor or 2011 Realignment/Behavioral Health match funds, as required by federal law. State reimbursement to County for Contractor's State approved Title XIX SD/MC services that is in excess of the FFP amount for which there is sufficient Contractor or 2011 Realignment/Behavioral Health match funds shall not be paid to Contractor and shall be returned to State.

(4) County shall issue its Annual Medi-Cal Reconciliation and Cost Report Settlement findings no later than 180 calendar days after the receipt by County from the State of the State's Cost Report Settlement package and payment for a particular fiscal year.,

(a) As part of its annual cost report settlement, 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 annual cost report settlement, Contractor may, within thirty (30) calendar days, submit a written request to Director for review of the annual cost report settlement.

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

ii Within thirty (30) calendar days of the meeting specified in Subparagraph (i) above, County shall issue a response to the Contractor including confirming or adjusting any amounts due to Contractor by County or due from Contractor to County.

(5) In the event that the Annual Cost Report Settlement indicates that Contractor is due payment from County, County shall initiate the payment process to Contractor within thirty (30) calendar days following the expiration of the date to request a review as specified above in Subparagraph (4) (b) of this Paragraph K (ANNUAL MEDI-CAL RECONCILIATION AND COST REPORT SETTLEMENT) or issuance of the County

response as specified above in Subparagraph (4) (b) ii of this Paragraph K (ANNUAL MEDI-CAL RECONCILIATION AND COST REPORT SETTLEMENT), whichever is later.

(6) In the event that the Annual Cost Report Settlement indicates that the Contractor owes payments to the County, Contractor shall make payments to the County in accordance with the terms of Paragraph M (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY).

(7) Regardless of any other provision of this Paragraph K (ANNUAL MEDI-CAL RECONCILIATION AND COST REPORT SETTLEMENT), reimbursement to Contractor shall not exceed the MCA and shall not exceed the Funded Program Amount, as identified on the Financial Summary.

L. AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL 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 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the Title XIX SD/MC 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.

(3) Post-Audit SD/MC Settlement: In the case of a State SD/MC audit, the State and County will perform a post-audit SD/MC settlement 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.

(a) County shall issue a Post-Audit Settlement to Contractor for any amount due County or due to Contractor no later than ninety (90) calendar days after the State issues its audit report settlement to the County.

(b) If the Post-Audit SD/MC Settlement determines that the amount paid by County to Contractor for any units furnished hereunder are more than the

amounts allowable pursuant to this Agreement, then the difference shall be due by Contractor to County upon the State and/or federal collection from County of the amount due, or after exhausting all appeals, if any, whichever occurs first. Contractor shall make payment to the County in accordance with the term of Paragraph M (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY).

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

(d) In the event that Post-Audit SD/MC Settlement indicates that Contractor is due payment from County, the provisions in subparagraph (11) of this Paragraph L (AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL SETTLEMENT) shall be followed.

(e) If the 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.

(4) SD/MC Audit Appeals: 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 in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through County. County shall notify Contractor of State appeal deadlines after County's receipt of information from State. The first level of appeal is the Informal Hearing. The second appeal level is the Formal Hearing, if Contractor disagrees with the Informal Hearing appeal finding(s). The Formal Hearing appeal concludes with the adoption by the Director of the State Department of Health Care Services of the Report of Findings which is the final administrative decision.

(5) Post-Audit SD/MC Appeal Settlement:

(a) If at any time the Appeal process results in a revision to the audit findings, and the State recalculates the audit settlement of the SD/MC cost report for

a particular year and settles with County, County will perform a post-audit appeal SD/MC recomputed settlement after the State issues its revised settlement with the County, based on the State appeal resolution.

i. If the post-audit appeal SD/MC recomputed settlement results in amounts due from County to Contractor the provisions in Subparagraph (12) of this Paragraph L (AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL SETTLEMENT) shall be followed.

ii. If the post-audit appeal settlement results in amounts due from Contractor to County, Contractor shall make payments to the County in accordance with the terms of Paragraph M (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY).

(6) Notwithstanding any other provisions of this Agreement, if Contractor appeals any findings in the State 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.

(7) EPSDT State Audits: Contractor may appeal State findings directly to the State or may request County to appeal State findings related to EPSDT State Audits in conformance with the provisions of Section 1810.380 of Title 9 of the California Code of Regulations. If Contractor chooses to appeal directly to the State, Contractor shall copy County on all appeal documents sent to the State and provide a copy of the findings of the appeal. If Contractor chooses to request County to appeal State findings, Contractor shall notify County, Quality Assurance Division, via telephone and/or e-mail within 2 business days of Contractor's receipt of the final State audit report. Contractor must also provide County with the formal appeal request in writing and provide the documents necessary to submit the appeal at least 10 business days prior to the last date the Contractor's appeal can be filed in order for County to appeal on the Contractor's behalf. 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.

(10) Other State Audits: The Contractor must notify the County of any State Audits 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.

(11) County Audits: 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 final. County will issue an invoice for any amount due County fifteen (15) calendar days after County has notified Contractor of the County's audit appeal findings. Contractor shall make payment to the County in accordance with the term of Paragraph M (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY) of this Financial Exhibit A (FINANCIAL PROVISIONS).

(12) If the post-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 2011 Realignment/Behavioral Health funds shall be paid by County to Contractor, provided that in no event shall County's MCA for the applicable Fiscal Year, as shown in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs C (REIMBURSEMENT FOR THE INITIAL PERIOD) and D (REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED), be exceeded. If such MCA 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 thirty (30) calendar days after completion of the post-audit and recomputed final settlement SD/MC 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

(1) Within ten (10) business days after written notification by County to Contractor of any amount due by Contractor to County, Contractor will 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:

(a) Paid in one cash payment by Contractor to County;

(b) Deducted from future claims over a period not to exceed three (3) months;

(c) Deducted from any amounts due from County to Contractor whether under this Agreement or otherwise;

(d) Paid by cash payment(s) by Contractor to County over a period not to exceed three (3) months; or

(e) A combination of any or all of the above.

(2) If Contractor does not so notify County within such ten (10) 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 sixty (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 (61st) 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 sixty (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 DMH Policy, *Financial Responsibility Requirements for Existing DMH Contractors.* 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 sufficient 2011 Realignment/Behavioral Health funds exist to act as local match, County agrees that the Board of Supervisors will appropriate sufficient amounts to allow Contractor to receive the FFP and 2011 Realignment/Behavioral Health funds 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

(a) All changes shall be made by an amendment pursuant to DMH Legal Entity Agreement Paragraph 40 (ALTERATION OF TERMS).

(b) All changes shall be followed by a Mid-Year Change to the last approved Negotiation Package, to be submitted by the Contractor, which must be approved by the Director prior to amending the Agreement.

(2) If Contractor requests to increase or decrease any MCA or Funded Program Amount, Contractor shall provide all reports, data, and other information requested by County within fifteen (15) calendar days of the date of the request for such materials.

(a) To the extent that County agrees to increase MCA or a Funded Program Amount, such approval shall be in the form of an executed amendment to this Agreement. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph Q (CONTRACTOR REQUESTED CHANGES).

R. DELEGATED AUTHORITY:

(1) 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.

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

(b) Any such MCA amendment increase or amendment change shall only be for the provision of additional services or to reflect program and/or policy changes that affect this Agreement; and

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

(d) Approval of County Counsel or the designee is obtained prior to any such amendment to this Agreement; and

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

(2) County and Contractor may by written amendment reduce programs or services and revise the applicable MCA. 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 Executive 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.

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.

TRI-CITY MENTAL HEALTH CENTER CERTIFICATION

1. Total Actual Expenditure of Public Fund $ _____
2. Claim Service Period (mm/yyyy) ___/_____
3. Invoice Date: __/__/_____

I CERTIFY under penalty of perjury that I am a duly qualified and authorized officer of Tri-City Mental Health center ("Tri-City") responsible for the examination and settlement of accounts and I understand that the information is to be used for filing a claim for reimbursement 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 under penalty of perjury that this certification is based on actual, total expenditures made by Tri-City of public funds that meet the requirements for claiming federal financial 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 for federal financial participation 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 will not submit any claim to the federal government to the extent it is determined that 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 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 13, Records and Audits.

Date: _____ Signature_____

Printed Name of Signatory: _____

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

STATE OF CALIFORNIA – Health and Human Services Agency | Department of Health Care Services

1982 A: SHORT-DOYLE/MEDI-CAL MONTHLY CLAIM FOR REIMBURSEMENT-TREATMENT COST

Date (mm/dd/yyyy)	County Code	County	Total Actual Expenditures of Services Rendered $

Claim File Name | Revised Claim File Name

CERTIFICATION FOR SERVICES RENDERED:

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for said claimant; that I am authorized to sign this certification on behalf of the County; that I have not violated any of the provisions of Section 1090 et. seq. of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions (W&I) Code; that the claim is based on actual, total-funds expenditures for services to eligible beneficiaries; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. The County certifies under penalty of perjury that all claims for services provided to County mental health clients have been provided to the clients by the County; that the services were, to the best of the County's knowledge, provided in accordance with the client's written treatment plan; and that all information submitted to the Department is accurate and complete. The County understands that payment of these claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The County agrees, pursuant to Section 433.32 of Title 42, Code of Federal Regulations (CFR), to keep for a minimum of three years after the final determination of costs is made through the DHCS reconciled Cost Report settlement process and retained beyond the three-year period if audit findings have not been resolved, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The County agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services (DHCS); the Medi-Cal Fraud Unit; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives. The County further certifies under penalty of perjury that the amounts claimed herein for the Healthy Families program are only for children between the ages of one (1) year old to their nineteenth (19th) birthday who were assessed or treated for a serious emotional disturbance (SED) and that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

I FURTHER CERTIFY under penalty of perjury to the following: An assessment of the beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract with DHCS; the beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary; the services included in the claim 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 provided, for the timeframe in which the services were provided; a client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract with DHCS; for each beneficiary with day rehabilitation, day treatment intensive, or Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and 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 MHP contract with the DHCS.

Date: _____ Signature:

Local Mental Health Director

Executed at: _____ , California

CERTIFICATION FOR ACTUAL EXPENDITURES MADE BY COUNTY:

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts; that I am authorized to sign this certification on behalf of the County; and that the information is to be used for filing a claim with the federal government for federal funds pursuant to Section 430.30 of Title 42, CFR. I understand that misrepresentation of any information constitutes a violation of federal and state law. I FURTHER CERTIFY under penalty of perjury that this claim is based on actual, total-funds expenditures made by the County of public funds that meet the requirements for claiming federal financial participation (FFP) pursuant to all applicable requirements of federal law, including Section 433.51 of Title 42, CFR, and that the expenditures claimed have not previously been, nor will they be, claimed at any other time as claims to receive FFP funds under Medicaid or any other program (unless these claims are being resubmitted after correction). I understand that the Department must deny payment of any claim submitted if it determines that the certification is not adequately supported for purposes of claiming FFP. I acknowledge that all records of funds expended are subject to review and audit by DHCS and/or the federal government and that, pursuant to Section 433.32 of Title 42, CFR, all records necessary to fully disclose the extent of services furnished to clients must be kept for a minimum of three years after the final determination of costs is made through the DHCS reconciled Cost Report settlement process and retained beyond the three-year period if audit findings have not been resolved.

Date: _____ Signature: _____

(County Auditor-Controller, City Finance Officer,or Local Mental Health Accounting Officer)

Title: _____ Executed at: _____ , California

The signed original of this form must be retained by the county mental health plan and presented upon request. This form must be converted to a PDF and transmitted along with the claim file referenced above. If you have any questions, please call the DHCS Medi-Cal Claims Customer Service Office at (916) 651-3283.

Financial Summary

Contractor Name: Tri-City Mental Health Center
Agreement Number: MH121105
Agreement Period: July 1, 2014 through June 30, 2017
Financial Summary: 2014-15

Amendment No.:
Amendment Date:
LE Number: 00066
Fiscal Year: 2014-15

A	B	C	E	F
Rank	Funded Programs	Medi-Cal Reimbursable (Y/N)[1]	Local Match Funds	Funded Program Amount (Gross)
	Categorically Funded Programs			
100N	Family Preservation Program	N		
130N	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		
130.1M	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y		
130.2M	Specialized Foster Care MAT MC	Y		
130.4M	Specialized Foster Care TFC MC	Y		
130.3M	Specialized Foster Care Wraparound MC	Y		
300N	DCFS Medical Hub Non-MC	N		
301M	DCFS PHF MC	Y		
302N	DCFS Independent Living Invoice	N		
304M	DCFS 2011 Realignment MC	Y		
131N	Group Home Aftercare Services Non-MC	N		
131M	Group Home Aftercare Services MC	Y		
132N	First 5 Non-MC	N		
	First 5 Invoice	N		
132M	First 5 MC	Y		
140N	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		
142N	Family Wellness Network (SAMHSA, CFDA #93.243) Invoice	N		
150N	Juvenile Justice Program (STOP) Non-MC	N		
151N	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		
152N	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
153N	Juvenile Justice Program (COD) Non-MC	N		
154N	Juvenile Justice Program (FFT) Non-MC	N		
154M	Juvenile Justice Program (FFT) MC	Y		
320N	Juvenile Justice Program/Title IV-E MST Non-MC	N		
320M	Juvenile Justice Program/Title IV-E MST MC	Y		
160N	PATH McKinney, CFDA #93.150 Non-MC	N		
170N	Homeless Services Non-MC	N		
	Homeless Services Invoice	N		
170M	Homeless Services MC	Y		
180N	CalWORKs MHS Non-MC	N		
181N	CalWORKs Homeless Family Project Non-MC	N		
	CalWORKs Homeless Family Project Invoice	N		
182N	GROW Non-MC	N		
171N	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
	Post-Release Community Supervision-Comm Reintegration Prog Invoice	N		
171M	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
310N	DPH Dual Diagnosis Non-MC	N		
330N	Other Employment Services/CCJCC Invoice	N		
350N	DCSS Forensic Center Services Invoice	N		
	Federal/State Revenue			
360M	Federal/State Revenue MC	Y		6,186,822
	CGF Funded Programs			
400N	DMH Mental Health Services (CGF) Non-MC	N		
	DMH Mental Health Services (CGF) Invoice	N		
400M	DMH Mental Health Services (CGF) MC	Y		
190N	PES Relief Plan Non-MC	N		
	PES Relief Plan Invoice	N		
190M	PES Relief Plan MC	Y		
340N	CGF IMD Step Down Non-MC	N		
	CGF IMD Step Down Invoice	N		
340M	CGF IMD Step Down MC	Y		

Financial Summary

Contractor Name: Tri-City Mental Health Center
Agreement Number: MH121105
Agreement Period: July 1, 2014 through June 30, 2017
Financial Summary: 2014-15

Amendment No.:
Amendment Date:
LE Number: 00066
Fiscal Year: 2014-15

MHSA Funded Programs				
500N	MHSA Full Service Partnership Non-MC	N		
	MHSA Full Service Partnership Invoice	N		
500M	MHSA Full Service Partnership MC	Y		
501N	MHSA Family Support Services Non-MC	N		
	MHSA Family Support Services Invoice	N		
502M	MHSA Full Service Partnership Wraparound MC	Y		
510N	MHSA Field Capable Clinical Services Non-MC	N		
	MHSA Field Capable Clinical Services Invoice	N		
510M	MHSA Field Capable Clinical Services MC	Y		
520N	MHSA Wellness Center Non-MC	N		
	MHSA Wellness Center Invoice	N		
520M	MHSA Wellness Center MC	Y		
530.1N	MHSA Enriched Residential Services Non-MC	N		
	MHSA Enriched Residential Services Invoice	N		
530.1M	MHSA Enriched Residential Services MC	Y		
530.2N	MHSA Urgent Care Center Non-MC	N		
	MHSA Urgent Care Center Invoice	N		
530.2M	MHSA Urgent Care Center MC	Y		
540N	MHSA IMD Step Down Non-MC	N		
	MHSA IMD Step Down Invoice	N		
540M	MHSA IMD Step Down MC	Y		
800N	MHSA Probation Camp Program Non-MC	N		
810N	MHSA Jail Transition & Linkage Invoice	N		
820N	MHSA Planning, Outreach, & Engagement Non-MC	N		
	MHSA Planning, Outreach, & Engagement Invoice	N		
830N	MHSA Captial Facility Invoice	N		
600N	MHSA Prevention & Early Intervention Non-MC	N		
	MHSA Prevention & Early Intervention Invoice	N		
600M	MHSA Prevention & Early Intervention MC	Y		
700.1N	MHSA Innovation IMHT Non-MC	N		
	MHSA Innovation IMHT Invoice	N		
700.1M	MHSA Innovation IMHT MC	Y		
700.2N	MHSA Innovation ISM Non-MC	N		
	MHSA Innovation ISM Invoice	N		
700.2M	MHSA Innovation ISM MC	Y		
700.3N	MHSA Innovation ICM Non-MC	N		
	MHSA Innovation ICM Invoice	N		
700,3M	MHSA Innovation ICM MC	Y		
700.4N	MHSA Innovation IPRM Non-MC	N		
	MHSA Innovation IPRM Invoice	N		

Maximum Contract Amount (MCA) **$ 6,186,822**

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

V4/16/14

Financial Summary

Contractor Name: Tri-City Mental Health Center
Agreement Number: MH121105
Agreement Period: July 1, 2014 through June 30, 2017
Financial Summary: 2015-16

Amendment No.:
Amendment Date:
LE Number: 00066
Fiscal Year: 2015-16

A	B	C	E	F
Rank	Funded Programs	Medi-Cal Reimbursable (Y/N)[1]	Local Match Funds	Funded Program Amount (Gross)
	Categorically Funded Programs			
100N	Family Preservation Program	N		
130N	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		
130.1M	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y		
130.2M	Specialized Foster Care MAT MC	Y		
130.4M	Specialized Foster Care TFC MC	Y		
130.3M	Specialized Foster Care Wraparound MC	Y		
300N	DCFS Medical Hub Non-MC	N		
301M	DCFS PHF MC	Y		
302N	DCFS Independent Living Invoice	N		
304M	DCFS 2011 Realignment MC	Y		
131N	Group Home Aftercare Services Non-MC	N		
131M	Group Home Aftercare Services MC	Y		
132N	First 5 Non-MC	N		
	First 5 Invoice	N		
132M	First 5 MC	Y		
140N	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		
142N	Family Wellness Network (SAMHSA, CFDA #93.243) Invoice	N		
150N	Juvenile Justice Program (STOP) Non-MC	N		
151N	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		
152N	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
153N	Juvenile Justice Program (COD) Non-MC	N		
154N	Juvenile Justice Program (FFT) Non-MC	N		
154M	Juvenile Justice Program (FFT) MC	Y		
320N	Juvenile Justice Program/Title IV-E MST Non-MC	N		
320M	Juvenile Justice Program/Title IV-E MST MC	Y		
160N	PATH McKinney, CFDA #93.150 Non-MC	N		
170N	Homeless Services Non-MC	N		
	Homeless Services Invoice	N		
170M	Homeless Services MC	Y		
180N	CalWORKs MHS Non-MC	N		
181N	CalWORKs Homeless Family Project Non-MC	N		
	CalWORKs Homeless Family Project Invoice	N		
182N	GROW Non-MC	N		
171N	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
	Post-Release Community Supervision-Comm Reintegration Prog Invoice	N		
171M	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
310N	DPH Dual Diagnosis Non-MC	N		
330N	Other Employment Services/CCJCC Invoice	N		
350N	DCSS Forensic Center Services Invoice	N		
	Federal/State Revenue			
360M	Federal/State Revenue MC	Y		6,186,822
	CGF Funded Programs			
400N	DMH Mental Health Services (CGF) Non-MC	N		
	DMH Mental Health Services (CGF) Invoice	N		
400M	DMH Mental Health Services (CGF) MC	Y		
190N	PES Relief Plan Non-MC	N		
	PES Relief Plan Invoice	N		
190M	PES Relief Plan MC	Y		
340N	CGF IMD Step Down Non-MC	N		
	CGF IMD Step Down Invoice	N		
340M	CGF IMD Step Down MC	Y		

Financial Summary

Contractor Name: Tri-City Mental Health Center
Agreement Number: MH121105
Agreement Period: July 1, 2014 through June 30, 2017
Financial Summary: 2015-16

Amendment No.:
Amendment Date:
LE Number: 00066
Fiscal Year: 2015-16

	MHSA Funded Programs			
500N	MHSA Full Service Partnership Non-MC	N		
	MHSA Full Service Partnership Invoice	N		
500M	MHSA Full Service Partnership MC	Y		
501N	MHSA Family Support Services Non-MC	N		
	MHSA Family Support Services Invoice	N		
502M	MHSA Full Service Partnership Wraparound MC	Y		
510N	MHSA Field Capable Clinical Services Non-MC	N		
	MHSA Field Capable Clinical Services Invoice	N		
510M	MHSA Field Capable Clinical Services MC	Y		
520N	MHSA Wellness Center Non-MC	N		
	MHSA Wellness Center Invoice	N		
520M	MHSA Wellness Center MC	Y		
530.1N	MHSA Enriched Residential Services Non-MC	N		
	MHSA Enriched Residential Services Invoice	N		
530.1M	MHSA Enriched Residential Services MC	Y		
530.2N	MHSA Urgent Care Center Non-MC	N		
	MHSA Urgent Care Center Invoice	N		
530.2M	MHSA Urgent Care Center MC	Y		
540N	MHSA IMD Step Down Non-MC	N		
	MHSA IMD Step Down Invoice	N		
540M	MHSA IMD Step Down MC	Y		
800N	MHSA Probation Camp Program Non-MC	N		
810N	MHSA Jail Transition & Linkage Invoice	N		
820N	MHSA Planning, Outreach, & Engagement Non-MC	N		
	MHSA Planning, Outreach, & Engagement Invoice	N		
830N	MHSA Captial Facility Invoice	N		
600N	MHSA Prevention & Early Intervention Non-MC	N		
	MHSA Prevention & Early Intervention Invoice	N		
600M	MHSA Prevention & Early Intervention MC	Y		
700.1N	MHSA Innovation IMHT Non-MC	N		
	MHSA Innovation IMHT Invoice	N		
700.1M	MHSA Innovation IMHT MC	Y		
700.2N	MHSA Innovation ISM Non-MC	N		
	MHSA Innovation ISM Invoice	N		
700.2M	MHSA Innovation ISM MC	Y		
700.3N	MHSA Innovation ICM Non-MC	N		
	MHSA Innovation ICM Invoice	N		
700,3M	MHSA Innovation ICM MC	Y		
700.4N	MHSA Innovation IPRM Non-MC	N		
	MHSA Innovation IPRM Invoice .	N		
	Maximum Contract Amount (MCA)			**$ 6,186,822**

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

V4/16/14

Financial Summary

Contractor Name: Tri-City Mental Health Center
Agreement Number: MH121105
Agreement Period: July 1, 2014 through June 30, 2017
Financial Summary: 2016-17

Amendment No.:
Amendment Date:
LE Number: 00066
Fiscal Year: 2016-17

A	B	C	E	F
Rank	Funded Programs	Medi-Cal Reimbursable (Y/N)[1]	Local Match Funds	Funded Program Amount (Gross)
	Categorically Funded Programs			
100N	Family Preservation Program	N		
130N	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		
130.1M	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y		
130.2M	Specialized Foster Care MAT MC	Y		
130.4M	Specialized Foster Care TFC MC	Y		
130.3M	Specialized Foster Care Wraparound MC	Y		
300N	DCFS Medical Hub Non-MC	N		
301M	DCFS PHF MC	Y		
302N	DCFS Independent Living Invoice	N		
304M	DCFS 2011 Realignment MC	Y		
131N	Group Home Aftercare Services Non-MC	N		
131M	Group Home Aftercare Services MC	Y		
132N	First 5 Non-MC	N		
	First 5 Invoice	N		
132M	First 5 MC	Y		
140N	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		
142N	Family Wellness Network (SAMHSA, CFDA #93.243) Invoice	N		
150N	Juvenile Justice Program (STOP) Non-MC	N		
151N	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		
152N	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
153N	Juvenile Justice Program (COD) Non-MC	N		
154N	Juvenile Justice Program (FFT) Non-MC	N		
154M	Juvenile Justice Program (FFT) MC	Y		
320N	Juvenile Justice Program/Title IV-E MST Non-MC	N		
320M	Juvenile Justice Program/Title IV-E MST MC	Y		
160N	PATH McKinney, CFDA #93.150 Non-MC	N		
170N	Homeless Services Non-MC	N		
	Homeless Services Invoice	N		
170M	Homeless Services MC	Y		
180N	CalWORKs MHS Non-MC	N		
181N	CalWORKs Homeless Family Project Non-MC	N		
	CalWORKs Homeless Family Project Invoice	N		
182N	GROW Non-MC	N		
171N	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
	Post-Release Community Supervision-Comm Reintegration Prog Invoice	N		
171M	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
310N	DPH Dual Diagnosis Non-MC	N		
330N	Other Employment Services/CCJCC Invoice	N		
350N	DCSS Forensic Center Services Invoice	N		
	Federal/State Revenue			
360M	Federal/State Revenue MC	Y		6,186,822
	CGF Funded Programs			
400N	DMH Mental Health Services (CGF) Non-MC	N		
	DMH Mental Health Services (CGF) Invoice	N		
400M	DMH Mental Health Services (CGF) MC	Y		
190N	PES Relief Plan Non-MC	N		
	PES Relief Plan Invoice	N		
190M	PES Relief Plan MC	Y		
340N	CGF IMD Step Down Non-MC	N		
	CGF IMD Step Down Invoice	N		
340M	CGF IMD Step Down MC	Y		

Financial Summary

Contractor Name: Tri-City Mental Health Center
Agreement Number: MH121105
Agreement Period: July 1, 2014 through June 30, 2017
Financial Summary: 2016-17

Amendment No.:
Amendment Date:
LE Number: 00066
Fiscal Year: 2016-17

MHSA Funded Programs				
500N	MHSA Full Service Partnership Non-MC	N		
	MHSA Full Service Partnership Invoice	N		
500M	MHSA Full Service Partnership MC	Y		
501N	MHSA Family Support Services Non-MC	N		
	MHSA Family Support Services Invoice	N		
502M	MHSA Full Service Partnership Wraparound MC	Y		
510N	MHSA Field Capable Clinical Services Non-MC	N		
	MHSA Field Capable Clinical Services Invoice	N		
510M	MHSA Field Capable Clinical Services MC	Y		
520N	MHSA Wellness Center Non-MC	N		
	MHSA Wellness Center Invoice	N		
520M	MHSA Wellness Center MC	Y		
530.1N	MHSA Enriched Residential Services Non-MC	N		
	MHSA Enriched Residential Services Invoice	N		
530.1M	MHSA Enriched Residential Services MC	Y		
530.2N	MHSA Urgent Care Center Non-MC	N		
	MHSA Urgent Care Center Invoice	N		
530.2M	MHSA Urgent Care Center MC	Y		
540N	MHSA IMD Step Down Non-MC	N		
	MHSA IMD Step Down Invoice	N		
540M	MHSA IMD Step Down MC	Y		
800N	MHSA Probation Camp Program Non-MC	N		
810N	MHSA Jail Transition & Linkage Invoice	N		
820N	MHSA Planning, Outreach, & Engagement Non-MC	N		
	MHSA Planning, Outreach, & Engagement Invoice	N		
830N	MHSA Captial Facility Invoice	N		
600N	MHSA Prevention & Early Intervention Non-MC	N		
	MHSA Prevention & Early Intervention Invoice	N		
600M	MHSA Prevention & Early Intervention MC	Y		
700.1N	MHSA Innovation IMHT Non-MC	N		
	MHSA Innovation IMHT Invoice	N		
700.1M	MHSA Innovation IMHT MC	Y		
700.2N	MHSA Innovation ISM Non-MC	N		
	MHSA Innovation ISM Invoice	N		
700.2M	MHSA Innovation ISM MC	Y		
700.3N	MHSA Innovation ICM Non-MC	N		
	MHSA Innovation ICM Invoice	N		
700,3M	MHSA Innovation ICM MC	Y		
700.4N	MHSA Innovation IPRM Non-MC	N		
	MHSA Innovation IPRM Invoice	N		

Maximum Contract Amount (MCA) **$ 6,186,822**

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

V4/16/14

DMH LEGAL ENTITY AGREEMENT
ATTACHMENT IV

Service Delivery Site Exhibit

CONTRACTOR NAME: Tri-City Mental Health Center

LEGAL ENTITY NO.: 00066 **PERIOD:** July 1, 2014 through June 30, 2015

*DESIGNATED PROGRAM OFFICE	SERVICE EXHIBIT NO.	PROV. NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT
Headquarters	N/A	7731	1717 N. Indian Hill Blvd., Claremont, CA 91711-2788	3	1
CYFA (C) ASOC (A)	1,2,3,4	7731	2008 North Garey Avenue, Pomona, CA 91767	3	1
CYFA (C)	1,2,3,4	7798	Royalty Site Location 1900 Royalty Drive, Suite 170, 180, and 280 Pomona, CA 91767	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	
Vocational Services	304-A	
Day Rehabilitation Services (Adult) (Rehab. Option)	308-B	
Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)	309-B	
Day Treatment Intensive Services (Adult) (Rehab. Option)	310-B	
Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)	311-B	
Mental Health Services (Rehab. Option)	402	2
Medication Support Services (Rehab. Option)	403	3
Crisis Intervention Services (Rehab. Option)	404-A	4
Mental Health Service Treatment Patch (La Casa)	405	
Therapeutic Behavioral Services	406-A	
Outreach Services	501-A	
Outreach Services (Suicide Prevention Services)	502-A	
Intensive Skilled Nursing Facility Services	601	
Mental Health Rehabilitation Centers (La Casa Mental Health Rehabilitation Center)	602	
Intensive Skilled Nursing Facility Services (La Paz)	603	
Intensive Skilled Nursing Facility Services Forensic Treatment	604	
Skilled Nursing Facilities (Psychiatric Services)	605	
Skilled Nursing Facility – Special Treatment Program Services (SNF-STP/Psychiatric Services)	608	
Intensive Skilled Nursing Facility Services – Enhanced Treatment Program (ETP)	609	
Socialization Services	701-A	
Life Support Services	801	
Case Management Support Services	802-A	
Case Management Support Services (Forensic)	803-A	
Case Management Support Services (Children & Youth)	804-A	
Life Support Services (Forensic)	805	
Independent Living Services	901	

1	Local Hospital Services	902	
2	Semi-Supervised Living Services	904	
3	Adult Residential Treatment Services (Transitional) (MSHA)	912	
4	Adult Residential Treatment Services (Long Term)	913	
5	Non-Hospital Acute Inpatient Services (La Casa PHF)	914	
6	Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)	915	
7	Assertive Community Treatment Program (ACT)	921	
8	Psychiatric Inpatient Hospital Services	930	
9	Primary Linkage and Coordination Program	1001	
10	Service Provisions (Organizational Provider Only)	1003	
11	Consumer Run/Employment Program	1005	
12	Client Supportive Services (***Includes Attachment A Reimbursement Procedures***		
13	***and Attachment B Monthly Claim for Cost Reimbursement***)	1010-A	
14	Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services	1011	
15	Mental Health 24-Hour Services Children Under Age 18 Basic Services	1012	
16	Supportive Services – Residential Programs (***Includes Attachment A***		
17	***Reimbursement Procedures and Attachment B- Monthly Claim for***		
18	***Cost Reimbursement)***	1013	
19	Client Supportive Services-Mental Health Services Act Programs (***Includes***		
20	***Attachment A - Reimbursement Procedures and Attachment B - Monthly***		
21	***Claim for Cost Reimbursement)***	1014-A	
22	Full Service Partnership (FSP)	1015	
23	Supportive Services – Intensive Residential Program (***Includes Attachment A-***		
24	***Reimbursement Procedures and Attachment B - (Monthly Claim for***		
25	***Cost Reimbursement)***	1016	
26	Client Supportive Services (New Directions) (***Includes Attachment A***		
27	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
28	***Reimbursement***)	1018	
29	Family Support Services	1019	
30	Service Extender Stipend Program Mental Health Services Act Programs		
31	***(Includes Attachment A Reimbursement Procedures and Attachment B***		
32	***Monthly Claim for Cost Reimbursement)***	1020	
33	Client Supportive Services Field Capable Clinical Services (FCCS) Mental Health		
34	Services Act Programs ***(Includes Attachment A Reimbursement Procedures***		
35	***and Attachment B Monthly Claim for Cost Reimbursement)***	1021	

1	Intensive In-Home Mental Health Services	1022	
2	Intensive Treatment Foster Care	1025	
3	One-Time Expenses Associated with Program Development for Intensive		
4	In-Home Evidence Based Practices ***(Includes Attachment A Reimbursement***		
5	***Procedures and Attachment B Monthly Claim Cost Reimbursement)***	1026	
6	Outreach and Engagement Services (MHSA Only)	1027	
7	Enriched Residential Services (Alternative Crisis) (Adults)	1028	
8	IMD Step-Down Programs (Adults)	1029	
9	Urgent Care Centers (Alternative Crisis) (Adults)	1030	
10	Client Supportive Services Homeless CalWORKs Families Project ***(Includes***		
11	***Attachment A Reimbursement Procedures and Attachment B Monthly***		
12	***Claim for Cost Reimbursement)***	1031	
13	Star View-PHF-Supplemental Financial Support	1032	
14	Star View-CTF-Supplemental Financial Support	1033	
15	Field Capable Clinical Services (FCCS)	1035	
16	Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and		
17	Early Intervention (PEI) Plan	1036	
18	One-Time Expenses Associated with Starting a new MHSA Program for PEI Early		
19	Start Suicide Prevention Program ***(Includes Attachment A-Reimbursement***		
20	***Procedures and Attachment B Monthly Claim Cost Reimbursement)***	1037	
21	One-Time Expenses Associated with Starting a New MHSA Program for		
22	Urgent Care Center – Exodus Recovery, Inc. ***(Includes Attachment A***		
23	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
24	***Reimbursement)***	1038	
25	PEI Early Intervention EBP programs for Children & TAY	1039	
26	Exodus Recovery, Inc. Urgent Care Center	1040	
27	MHSA Program for Innovation (INN) Plan Integrated Mobile Health Team	1041	
28	Client Supportive Services for MHSA INN Plan Programs ***(Includes Attachment A***		
29	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
30	***Reimbursement)***	1042	
31	One-Time Expenses Associated with Implementing a New MHSA Program for		
32	Prevention and Early Intervention (PEI) Program ***(Includes Attachment A***		
33	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
34	***Reimbursement)***	1046	
35	Prevention and Early Intervention (PEI) Program ***(Includes Attachment A***		

1	***MHSA PEI Programs Core Interventions and Ancillary Services Guide and***		
2	***Attachment B PEI Evidenced Based Practices (EBP) Outcome Measures)***	1047	
3	One – Time Expenses Associated with Starting A New Mental Health Services Act		
4	Innovation Program ***(Includes Attachment A)***	1052	
5	MHSA Innovation – Community Designed Integrated Service Management Model	1053	
6	MHSA Innovation – Integrated Clinic Model (JWCH – SCHARP only)	1054	
7	MHSA Innovation – Integrated Clinic Model (Exodus only)	1055	
8	MHSA Innovation – Integrated Clinic Model (SSG only)	1056	
9	MHSA Innovation – Integrated Clinic Model (The Los Angeles Free Clinic dba		
10	The Saban Free Clinic & Jewish Services of Los Angeles)	1057	
11	MHSA Innovation – Integrated Clinic Model (The Los Angeles Gay & Lesbian Center)	1058	
12	Client Supportive Services For Mental Health Services Act Innovation Plan Programs		
13	Integrated Clinic Model ***(Includes Attachment A)***	1059	
14	Statement of Work (SOW) CalWORKs Program **(Exhibits 1-7)**	1060	
15	One-Time Expenses Associated with Starting A New Mental Health Services Act		
16	Prevention And Early Intervention Integrated School Health Centers Program		
17	***(Includes Attachment A Reimbursement Procedures and Attachment B***		
18	***Reimbursement Claim)***	1061	
19	SAMHSA Project ABC - Family Wellness Network	1062	
20	Family Support Services Enhanced Respite Care Pilot	1063	
21	MHSA Innovation – Integrated Peer Run Model: Peer Run Integrated Services		
22	Management (SHARE and MHALA Only)	1064	
23	MHSA Innovation – Integrated Peer Run Model: Peer Run Respite Care Home		
24	(SHARE and MHALA Only)	1065	
25	Intensive Enhanced Field Capable Clinical Services (IFCCS)	1066	
26	Parent–Child Interaction Therapy 0-5 YRS (PCIT)	1067	
27	Parent-Child Interaction Therapy 2-5 YRS (PCIT)	1068	
28	Client Supportive Services – Homeless Programs ***(Includes Attachment A –***		
29	***Reimbursement Procedures and Attachment B – Monthly Claim for Cost***		
30	***Reimbursement)***	1069	
31	Exodus Foundation dba Exodus Foundation for Recovery. MLK JR. Psychiatric UCC	1070	
32	VIP Community Mental Health Center, Inc. – Forensic Center Services	1071	
33	Psychiatric Inpatient Hospital Services	1072	

SERVICE EXHIBIT 1

TARGETED CASE MANAGEMENT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

1. GENERAL: Targeted Case Management services shall be provided by Contractor to access needed medical, educational, social, pre-vocational, vocational rehabilitative, or other needed community services for patients/clients. These services provide for the continuity of care within the mental health system and related social service systems. Services include linkage and consultation, placement and plan development.

Services shall not include skill development, assistance in daily living, or training a patient/client to access services himself/herself.

Services may be either face-to-face or by telephone with the patient/client or significant support persons and may be provided anywhere in the community.

Prior to claiming Short-Doyle/Medi-Cal (SD/MC), a service site shall be certified by State Department of Mental Health (SDMH) as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff, as specified in the Department of Mental Health's (DMH) Guide to Procedure Codes.

The definition of a reimbursable unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the Guide to Procedure Codes.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

A. Linkage and Consultation Services - May include, but are not limited to, the following:

(1) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;

(2) Interagency and intra-agency consultation, communication, coordination, and referral; and

(3) Monitoring service delivery, the service plan, and the coordination plan implementation to ensure patient/client access to services and the service delivery system.

B. Placement Services - Supportive assistance to the patient/client in the assessment, determination of need, and securing of adequate and appropriate living arrangements, including, but not limited to the following:

(1) Locating and securing an appropriate living environment;

(2) Locating and securing funding for patient/client (e.g., Supplemental Security Income/State Supplemental Program (SSI/SSP), Medi-Cal, and Medicare);

(3) Pre-placement visit(s);

(4) Negotiation of housing or placement contracts; and

(5) Placement and placement follow-up.

C. Plan Development Services - May include any or all of the following:

(1) Development of coordination plans and/or service plans;

(2) Approval of plans; and

(3) Monitoring the patient's/client's progress.

SERVICE EXHIBIT 2

MENTAL HEALTH SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

1. GENERAL: Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the patient's/client's goals/desired results/personal milestones.

For patients/clients who are seriously emotionally disturbed children and adolescents, mental health services provide a range of services to assist the patient/client to gain the social and functional skills necessary for appropriate development and social integration.

Services may be either face-to-face or by telephone contact with the patient/client or significant support persons and may be provided anywhere in the community. In the unusual circumstance where the patient/client and/or significant other is not present, plan development activities hereunder may be provided without a face-to-face or telephone contact.

Contractor shall be certified by SDMH as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff and staffing ratio, if any, as specified in the RO/TCM Manual.

The services to be provided hereunder are generally described in the RO/TCM Manual.

The definition of SFC unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the RO/TCM Manual.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in the Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are provided is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

In conformance with these provisions, Contractor shall adopt and comply with the quality improvement programs and responsibilities set forth in the DMH's Quality Management Plan. Contractor shall maintain a copy of the DMH's Quality Management Plan. A copy of Contractor's procedures to comply with DMH's Quality Management Plan shall be submitted to DMH's Standards and Records Division staff for review prior to Contractor's submission of any billings for services hereunder.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with the Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

A. Assessment;

B. Evaluation;

C. Collateral;

D. Therapy (Individual, Group, Family);

E. Rehabilitation services, including, but not limited to, assistance in restoring or maintaining a patient's/client's or group of patients'/clients' functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, development of support systems; counseling of the patient/client and/or family; training in leisure activities integral to achieving the patient's/client's goals/desired results/personal milestones; and medication education; and

F. Plan development, including, but not limited to, development of coordination plans or service plans, approval of plans, verification of medical necessity, and monitoring of the patient's/client's progress.

SERVICE EXHIBIT 3

MEDICATION SUPPORT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

1. GENERAL: Medication support services shall include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

Services may be either face-to-face or by telephone with the patient/client or significant support persons and may be provided anywhere in the community.

Contractor shall be certified by SDMH as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff and staffing ratio, if any, as specified in the RO/TCM Manual.

The services to be provided hereunder are generally described in the RO/TCM Manual.

The definition of SFC unit for purposes of determining the number of units of services provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the RO/TCM Manual.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in the Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. COUNTY'S PRESCRIPTION AUTHORIZATION TRACKING SYSTEM: Except as otherwise provided in this Paragraph 3 or County policy, County agrees to pay for prescriptions generated through County's Prescription Authorization Tracking System (hereafter "PATS") by Contractor and other contractors participating in PATS. Payment shall be made from County's central pool of funds budgeted under PATS. Prescriptions under PATS shall be only for medications listed on DMH's Medication Formulary or approved in writing by DMH's Medical Director or his authorized designee (hereafter collectively "medications") and shall be prescribed by Contractor's medical staff for treatment of eligible patients/clients. Such prescriptions shall be filled by pharmacies under contract to DMH to provide pharmacy services. A list of participating pharmacies is maintained by County, and a copy of such list has been provided to Contractor prior to the execution of this Agreement.

Payment for prescriptions under PATS shall be made by County's Auditor-Controller directly to participating pharmacies. If the cost of all medications prescribed by Contractor and other contractors participating in PATS exceeds the budgeted funds in County's central pool for PATS, then County shall bill Contractor for Contractor's portion of the dollar amount of such costs which is in excess of the budgeted funds in the central pool. The amount of such bill to Contractor shall be determined by County and shall be based on Contractor's pro rata usage of the budgeted funds in the central pool. The amount of such bill to Contractor shall be: (1) paid by Contractor to County by cash payment within thirty days of the date of such bill and/or (2) at the sole discretion of Director, deducted from any amounts due from County to Contractor whether under this Agreement or otherwise.

4. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

5. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH

policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

In conformance with these provisions, Contractor shall adopt and comply with the quality improvement programs and responsibilities set forth in the DMH's Quality Management Plan. Contractor shall maintain a copy of the DMH's Quality Management Plan. A copy of Contractor's procedures to comply with DMH's Quality Management Plan shall be submitted to DMH's Standards and Records Division staff for review prior to Contractor's submission of any billings for services hereunder.

6. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

A. Prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness;

B. Evaluation of the need for medication, clinical effectiveness and the side effects of medication;

C. Obtaining informed consent;

D. Medication education, including, but not limited to, discussing risks, benefits and alternatives with the patient/client or significant support persons; Drugs and laboratory tests related to the delivery of these services; and Plan development related to the delivery of these services.

SERVICE EXHIBIT 4

CRISIS INTERVENTION SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

1. GENERAL: Crisis intervention services are a quick emergency response that may enable a patient/client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the patient's/client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. These services do not include crisis stabilization services, as described in the Guide to Procedures Codes, which are provided in a licensed twenty-four hour health facility or hospital-based outpatient program.

Services may be either face-to-face or by telephone with the patient/client or significant support person and may be provided anywhere in the community.

Staff providing the service must be operating out of a site that is certified by State Department of Mental Health (SDMH) as a Short-Doyle/Medi-Cal (SD/MC) Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff as specified in the Guide to Procedure Codes.

The services to be provided hereunder are generally described in the Guide to Procedure Codes.

The definition of SFC unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the Guide to Procedure Codes.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas as identified on the

Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, HIPAA, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the Guide to Procedure Codes, for the term of this Agreement. Services shall include, but are not limited to:

A. Assessment;

B. Collateral; and

C. Individual Therapy.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 52 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

I further certify as the official responsible for the administration of 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 _____

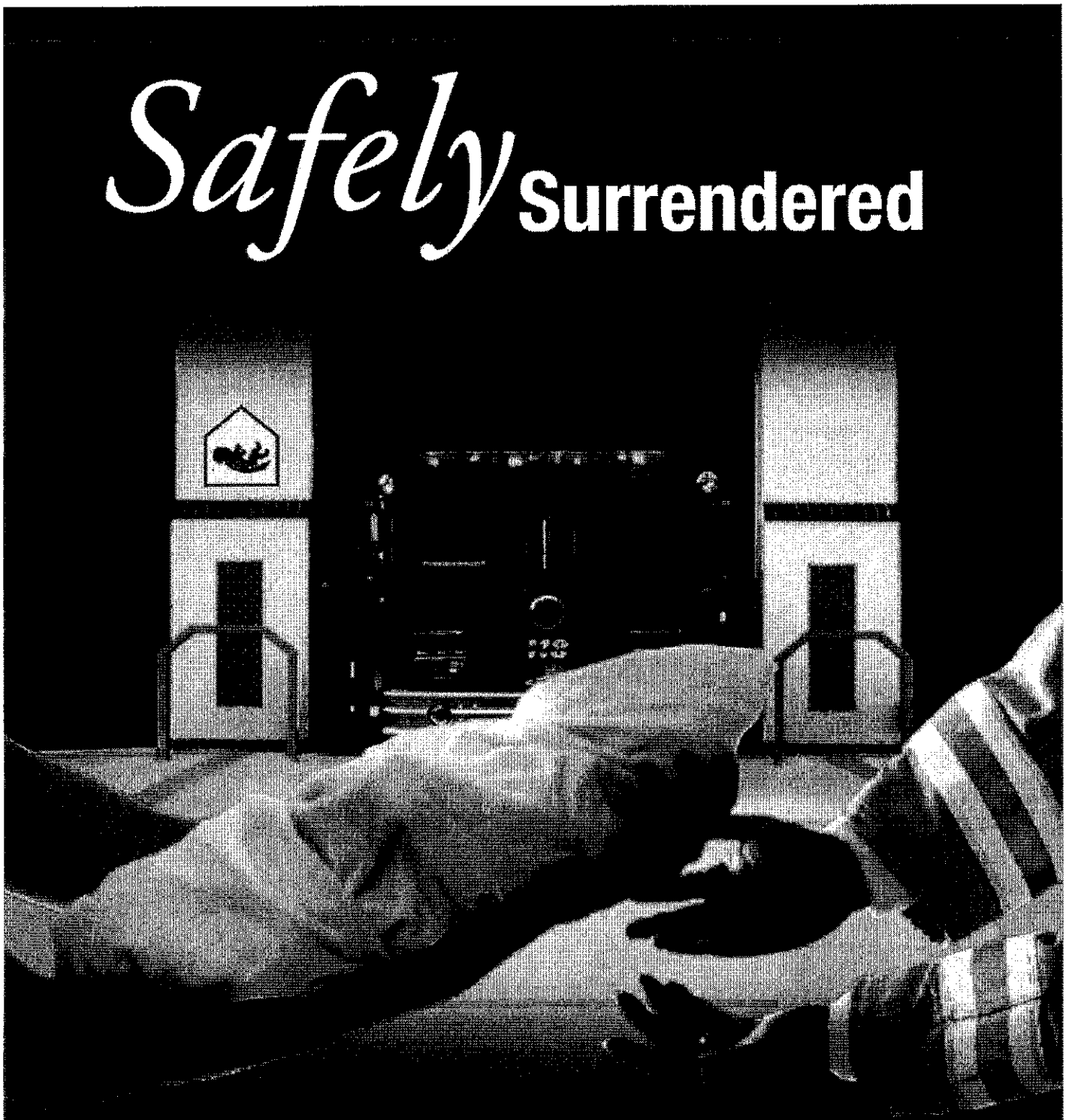
DMH LEGAL ENTITY AGREEMENT
ATTACHMENT VII

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.

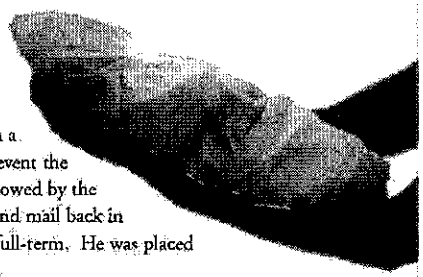
What happens to the parent or surrendering adult?

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?

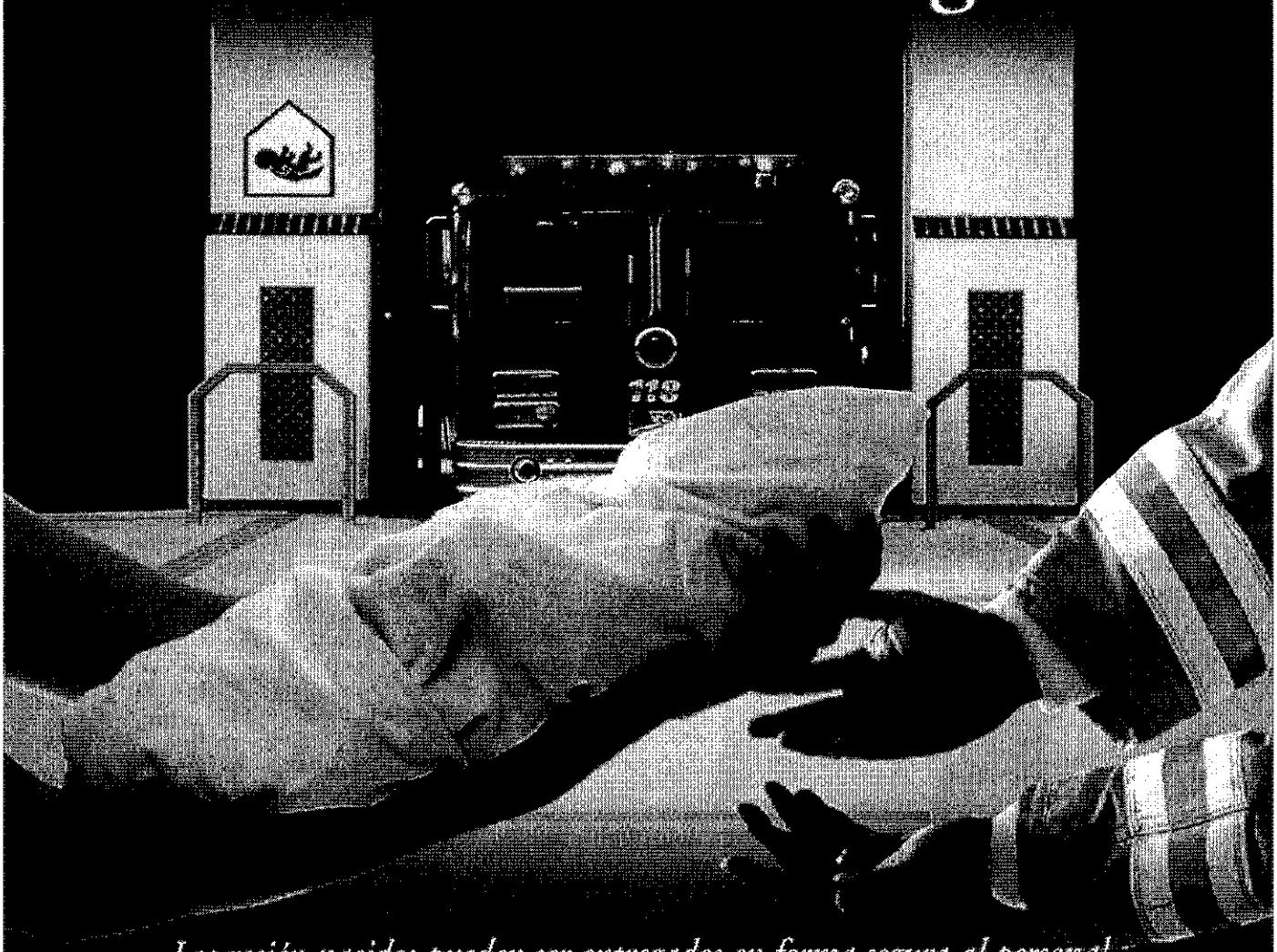
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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?

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.

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): _____

Legal Entity Number: _____

Pursuant to Paragraph 11 **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. Also, as stated in Paragraph 11, Contractor may be subjected to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are separately identified from this Attachment X and are instead provided in the respective MHSA service exhibits that are part of this Legal Entity Agreement, if applicable.

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[1], YSS[2] and YSS-F[3] 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. (Systemwide benchmark is 46% or more of the clients are seen within the seven (7) days).	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 14 calendar days time of discharge from mental health residential treatment program/institutional setting. (Only applicable to residential/institutional service providers. Unplanned discharges are excepted from the 14 day requirement). (Systemwide benchmark is 59% or more of the clients are seen within the seven (7) days).	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/older adult clients report they deal more effectively with daily problems and/or report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey instruments.	

[1] MHSIP means Mental Health Statistics Improvement Program and is used for adult and older adult surveys.

[2] YSS means Youth Services Survey for Youth.

[3] YSS-F means Youth Services Survey for Families.

REQUIRED SUPPLEMENTAL DOCUMENTS

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS.

For Contracts up for renewal (submit every three years): ***All the documents listed below must be submitted to DMH's Contracts Development Administration Division at 550 S. Vermont Ave., 5th Floor, Los Angeles, CA 90020, at the time of execution of Contract, but no later than ten (10) business days after July 1st of the fiscal year in which Contract is being renewed (for new Contracts with an effective date other than July 1st, these documents must be submitted ten (10) business days after the effective date of the Contract). Documents must be submitted in a one-subject binder in sequence as listed below. Contractor must give a good cause justification, in writing, for not submitting the documents in the time period described above. The written justification must be addressed to the DMH lead District Chief overseeing the Contract.***

For Contracts that will be superseded (submit annually if necessary): ***The documents listed below, with the exception of No. 3 Financial Responsibility Requirements, No. 10 Indemnification and Insurance, and No. 14 Contractor Acknowledgement and Confidentiality Agreement, must be resubmitted to DMH only if there are any updates or revisions after the initial period of submission. See above for submission instructions.***

1. **Corporation Documents.**
   Provide a copy of the following:

   a. List of Authorized Persons: Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization.

   b. Articles of Incorporation and Corporate Seal: The imprint/copy of the Corporate Seal **if** the organization is a corporation is to be **affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. An explanation for any difference, if any, between the Corporate Seal and the organization's name as used in the Negotiation Package is to be provided.**

   c. By-Laws/Amendments

2. **Organizational Chart.** Attach a current/proposed organizational chart, showing all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Responsibility Requirements.**

a. The organization must comply with DMH's **Financial Responsibility Requirements for Existing DMH Contractor** (for existing contractors) or **Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health** (for new prospective contractors). These respective DMH Policy/Procedures can be accessed in their entirety at the following County websites.

b. Existing contractor, DMH Policy 412.20:
http://lacdmh.lacounty.gov/policy/Contractors/docs/412_20.pdf

c. Prospective new contractor, DMH Policy 412.21:
http://lacdmh.lacounty.gov/policy/Contractors/docs/412_21.pdf

The financial information requested by DMH will be used to assess whether the organization appears financially capable to continue in business through the contract term and can finance all costs of this contract for a period of sixty days at any time during the contract period.

d. Financial Statements.

i. The financial statements, including a profit and loss/revenue and expenditure statement and balance sheet as prepared by a third party Certified Public Accountant, must be submitted to the Contracts Development and Administration Division **for every** year that the Agreement is in effect.

ii. Submit the agency's most current financial statements, including a profit and loss/revenue and expenditure statement and balance sheet as prepared by a third party Certified Public Accountant within 9 months after close of each fiscal year or 30 days after completion of audit, whichever occurs first. Agencies with average Annual Operating Revenues based on the following parameters shall submit compiled reviewed or audited financial statements as indicated.

Compiled Statements, for agencies with annual operating revenues averaging up to $49,999

Reviewed Statements, for agencies with annual operating revenues averaging from $50,000 - $499,999

Audited financial statements for agencies with annual operating revenues averaging $500,000 or more

4. **Rent and Lease Agreements** specifying all Terms and Conditions **shall be made available within three (3) business days should DMH or its representative request the documents**.
Such agreements if requested are to include: term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.

5. **Fully Executed Contracts** (e.g., Consultants, professional services, etc.) **shall be made available within three (3) business days should DMH or its representative request the documents**.

6. **Equipment Lease(s)** copies for equipment, including automobiles, photocopiers, etc. **shall be made available within three (3) business days should DMH or its representative request the documents**.

7. **Maintenance Agreement(s)** for equipment and other items **shall be made available within three (3) business days should DMH or its representative request the documents**.

8. **Non-Discrimination in Services and Employment Policy Statement.** Submit the following:

   a. Policy statement of non-discrimination in delivery of services and employment practices.
   b. Non-discrimination in Employment Complaint Procedures. Include a copy of such procedures which are to be posted by contractor.
   c. Written procedures to address complaints concerning non-discrimination in services. Include a copy of such procedures which are to be posted by contractor in the facility (ies).

9. **Other Government Contracts** - Attachment XII – 4. Provide a list of **all** contracts with other County, State, and federal departments/agencies and the amount of each contract.

10. **Indemnification and Insurance** – Contractor must comply with and submit insurance verification documents per Contract Paragraph 21.

11. **Subcontract(s)** – List of all subcontractors.

    Contractors must have **prior written approval** from DMH in order to enter a particular subcontract.

12. **County of Los Angeles Community Business Enterprises (CBE) Program.**

It is the policy of the County of Los Angeles Board of Supervisors that minority, women, disadvantaged, and disabled veterans business enterprise be afforded the maximum opportunity to participate in the County's procurement program. To assist in this endeavor, the Board of Supervisors established the CBE Program. To be eligible to participate in the County's CBE Program, a business must either be certified as a minority, women, disadvantaged, or disabled veterans business enterprise. To request County of Los Angeles certification as a minority and/or women owned business enterprise, or be recognized as a Disadvantaged Business Enterprise (DBE) or Disabled Veterans Business Enterprise (DVBE) for CBE program participation, a business may visit the county website at http://oaac.co.la.ca.us/contract/cbemain.html. Include a copy with this Contract if successfully enrolled with the State.

13. **County of Los Angeles Local Small Business Enterprise Preference (SBE) Program.**

The County encourages all current and prospective contractors to apply for participation in the County's SBE Program if applicable for their organization. In the event the organization decided to participate in the Local SBE Program, complete and submit the State application; and complete and submit the County application to the County of Los Angeles Internal Services Department. If successfully enrolled include a copy and the County acceptance with this Contract.

The local small business enterprise preference program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for local small businesses within the County of Los Angeles. The program purpose is to aid and assist, to the maximum extent possible, the interest of local small business concerns in order to preserve free competitive enterprise and to ensure that a fair proportion of the total purchases and contracts or subcontracts for procurement of goods or services for the County are placed in such enterprises.

a. **Prior to applying for the County's Local SBE Program**, your organization must first be certified by the California Department of General Services Office of Small Business and DVBE Certification (OSDC) http://www.pd.dgs.ca.gov/smbus/default.htm as a SBE. To register go to the State web page (above) and follow the instructions.

b. A local SBE is a business:
   (i) Certified as a "Small Business Enterprise" (SBE) by the State of California Office of Small Business and DVBE Certification (OSDC); **and**

(ii) Whose principal office is currently located and has been located in the County of Los Angeles for at least the past 12 months; **and**
(iii) Certified by the County of Los Angeles Internal Services Department. http://doingbusiness.lacounty.gov/main_db.htm

14. **Contractor Acknowledgement and Confidentiality Agreement** - Attachment XII - 1

Purpose: The organization acknowledges awareness that its employees, contractors, subcontractors and vendors are its sole responsibility, are not employees of the County, while performing services under the contract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles. The organization also acknowledges its responsibility regarding the confidentiality of certain information.

15. **Contractor Employee Acknowledgement and Confidentiality Agreement** – Attachment XII – 2.

This form will be required for each contractor employee. Such form **shall be made available within three (3) business days should DMH or its representative request the documents.**
Purpose: The Contractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the contract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.

16. **Contractor Non-Employee Acknowledgement and Confidentiality Agreement** – Attachment XII – 3.

This form will be required for each contractor's subcontractor employee. Such form **shall be made available within three (3) business days should DMH or its representative request the documents.**
Purpose: The Subcontractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the subcontract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

LIST OF OTHER GOVERNMENT CONTRACTS

OTHER GOVERNMENT CONTRACTS

Contracts with other County (other than DMH), State, Federal Agencies/Departments, and School Districts
(Within the past three (3) years):

DEPARTMENT (IDENTIFY)	CONTRACT PERIOD	TYPE OF PROGRAM	NET CONTRACT AMOUNT

ATTACHMENT XI

CONTRACTOR'S EEO CERTIFICATION

Tri-City Mental Health Center
Contractor Name

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

Internal Revenue Service Employer Identification Number | Vendor Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature | Date