LAC DMH
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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Acting Chief Deputy Director

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Medical Director

June 14, 2016

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
21 June 21, 2016
LORI GLASGOW
EXECUTIVE OFFICER

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 AMEND 134 LEGAL ENTITY AGREEMENTS FOR THE PROVISION OF MENTAL HEALTH SERVICES
AND
TO ADD CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS AND HOMELESS FAMILIES SOLUTION SYSTEM FUNDING FOR MENTAL HEALTH SERVICES FOR FISCAL YEAR 2016-17
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to amend Legal Entity Agreements with 134 Contractors for the provision of mental health services, to provide California Work Opportunity and Responsibility to Kids funding to 20 of the 134 Contractors, and to provide Homeless Families Solution System funding to 6 of the 20 California Work Opportunity and Responsibility to Kids Contractors.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Acting Director of Mental Health (Acting Director), or her designee, to prepare, sign, and execute amendments, substantially similar to the amendment format in Attachment A, to the Department of Mental Health's (DMH) Legal Entity (LE) Agreements with 134 LE Contractors, as listed in Attachment B, to: 1) revise the boilerplate language; 2) adjust the annual Maximum Contract Amounts (MCAs) of these 134 LE Agreements for Fiscal Year(FY) 2016-17 and, if applicable, for FY 2017-18; 3) add California Work Opportunity and Responsibility to Kids (CalWORKs) funding for FY 2016-17 to 20 of the 134 LE Agreements; and 4) add Homeless Families Solution System (HFSS) funding for FY 2016-17 to 6 of the 20 CalWORKs Contractors. These amendments are effective July 1, 2016, and will not affect the existing contract terms, which are through June 30, 2017, for 68 LE Agreements and through June 30, 2018, for 66 LE

Agreements, as indicated on Attachment B. The total increase to the MCA for all 134 LE Agreements for FYs 2016-17 and 2017-18 is $205,915,654 and $93,962,050, respectively, and is fully funded by federal and State revenues and County funds.

2. Delegate authority to the Acting Director, or her designee, to prepare, sign, and execute future amendments to the 134 LE Agreements listed on Attachment B, including to increase the MCA, provided that: 1) the County's total payment to each LE contractor for each fiscal year will not exceed an increase of 25 percent from the applicable MCA stated on Attachment B; 2) for Institutions for Mental Disease (IMD) providers only, the per diem rate increase does not exceed the rates established by the State; 3) any such increase will be used to provide additional services or add related services to ensure continuity of care or to reflect program and/or policychanges; 4) your Board has appropriated sufficient funds for all changes; 5) approval of County Counsel, or her designee, is obtained prior to any such amendment; 6) the County and contractors may, by written amendment, reduce programs or services without reference to the 25 percent limitation and decrease the applicable MCA; and 7) the Acting Director, or her designee,notifies your Board and the Chief Executive Office (CEO) of agreement changes in writing within 30 days after execution of each amendment.

3. Delegate authority to the Acting Director, or her designee, to prepare, sign, and execute future amendments to these 134 LE Agreements listed on Attachment B, to modify the distribution of funds and/or increase the MCA, based on the LE Contractor's costs as reflected on its Annual Cost Report and in order to maximize the use of federal and other funding, and/or based on receipt of the State Final Audit Settlement, where it is determined that the LE Contractor is owed additional federal and State funding, but only to the extent such amendment is necessary for the LE Contractor to be reimbursed for otherwise uncompensated care and County funds are not increased.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of recommended action No. 1 will allow DMH to amend its 134 existing LE Agreements to: 1) revise the Contract boilerplate to allow for new and revised provisions; 2) adjustthe MCAs of the 134 LE Agreements to reflect service delivery; 3) add CalWORKs funds to 20 of the 134 LE Agreements; and 4) add Homeless Families Solution System funds to 6 of the 20 CalWORKs Contractors. The CalWORKs and Homeless Solution Funds must be added to avoid an interruption in the Department of Public Social Services (DPSS) funded services to eligible CalWORKs participants while DMH completes a Request for Proposal (RFP), including any appeals,and an award of new contracts. DMH is currently in the final developmental stages of the RFP and expects to issue it in FY 2016-17.

Board approval of the recommended action No. 2 will allow DMH greater ability to amend its LE Agreements in an expeditious manner in response to increases in service capacity. It will also allow DMH and its LE Contractors to continue providing essential mental health services to DMH consumers countywide.

Finally, Board approval of the recommended action No. 3 will allow DMH flexibility to amend its LE Agreements within 30 days of completion of the Annual Cost Report to realign amounts within the MCA consistent with their actual costs and/or upon issuance of the State Final Audit Settlement to allow for the payment of additional State and federal revenue earned by the LE Contractor.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 3, Integrated

Services Delivery.

FISCAL IMPACT/FINANCING

The aggregate change to the FY 2016-17 MCA for each LE Agreement is $205,915,654, shown on Attachment B, and is fully funded by State Mental Health Services Act (MHSA) revenue, Federal Financial Participation (FFP) Medi-Cal, 2011 Realignment – Early and Periodic Screening, Diagnosis, and Treatment (EPSDT), 2011 Realignment – AB 109, Senate Bill (SB) 82 Investment in Mental Health Wellness Act 2011 Grant funds, and First 5 LA revenue. Additionally, included in the total cost is $14,369,459 for CalWORKs and CalWORKs Homeless Family Solution Services (HFSS), fully funded by an Intrafund transfer from DPSS.

The aggregate increase of $205,915,654 in MCA for FY 2016-17 is mainly due to: 1) the Mid-Year Adjustment to the MHSA Annual Update for FY 2015-16 that was presented to your Board on January 6, 2016; 2) the continuation of the Gateway Normandy Project approved by your Board on December 8, 2015; 3) implementation of the Crisis Transition Specialists and Forensic Outreach Teams funded by the SB 82 Investment in Mental Health Wellness Act 2011 Grant; 4) the annual allocation for First 5 LA funding; and 5) the continuation of MHSA Prevention and Early Intervention funds to maintain existing services.

Funding for these amendments is included in the Chief Executive Office Recommended Budget. Funding for future years will be requested through DMH's annual budget request process.

The recommended actions have no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LE Contractors provide a broad range of mental health services to DMH consumers and their families, pursuant to the California Welfare and Institutions Code Section 5600 et seq. These LE Agreements include an array of services under which the LE Contractors may provide assessment, evaluation, treatment, day care, pre-crisis intervention, case management, medication, respite care, living arrangements, community skill training, referrals, consultation, and community services.

Attachment A is the amendment format which includes a number of new and revised provisions, including: 1) providing the Department with the ability to undertake various actions in the event a LE Contractor fails to meet performance and outcome expectations; 2) enabling Contractors to shift and/or increase funding within the LE Agreement within 30 days following completion of the Annual Cost Report for a given fiscal year in order to maximize federal and State revenues based on Contractors' actual costs reported on the Annual Cost Report; 3) allowing for payment of additional monthly Cash Flow Advances to Contractors due to procedural matters associated with transitioning Contractor to County's new claims processing informationsystem; 4) excluding funds for the Wraparound Case Rate from the Cash Flow Advance monthly computations; and 5) the ability to audit Contractors if repayment period for amounts due to County exceeds 12 months. A draft of these proposed revisions was reviewed by the LEContractors who are members of the Association of Community Human Services Agencies (ACHSA). DMH also presented these proposed changes to all LE Contractors at an all-provider meeting held in April 2016.

The attached amendment format (Attachment A) has been approved as to form by County Counsel. DMH clinical and administrative staff will continue to administer and monitor these LE

Agreements, evaluate programs to ensure that quality services are being provided to consumers, and ensure that agreement provisions and Departmental policies are being followed.

Attachment B lists the 134 existing LE Agreements that DMH is seeking your Board's approval to amend. Attachment B reflects the name of each LE Contractor, Supervisorial District of each Contractor's headquarters, FY 2015-16 MCA, FY 2016-17 current and revised MCAs and the variance between the two numbers, FY 2017-18 revised MCA, where applicable, and the contract expiration date. As mandated by your Board, the performance of all these LE contractors is evaluated by DMH on an annual basis to ensure these LE Contractors' compliance with all contract terms and performance standards.

Also, 68 of the 134 LE Agreements will terminate on June 30, 2017. DMH will return to your Board for authority to renew these agreements.

Additionally, Attachment B identifies the 20 LE Agreements currently funded to provide CalWORKs including the 6 LE Agreements with HFSS funds to continue providing mental healthsupportive services to eligible CalWORKs participants.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases toBoard-Approved Contract Amounts requirements, DMH notified your Board on May 16, 2016 (Attachment C), identifying and justifying the need for requesting a percentage increase exceeding ten percent.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These LE Agreements will allow for continued and uninterrupted mental health services to existingmental health consumers throughout the Los Angeles County.

Respectfully submitted,

Robin Kay, Ph.D

ROBIN KAY, Ph.D.
Acting Director of Mental Health

RK:DM:AB:SK:mm

Enclosures

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

ATTACHMENT A

CONTRACT NO. MH_____

AMENDMENT NO. __

THIS AMENDMENT is made and entered into this 1st day of July, 2016, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. MH_____, (hereafter "Agreement") or as subsequently amended (hereafter collectively "Agreement"); (whichever is applicable) and

WHEREAS, to ensure the uniformity and consistency of all Department of Mental Health (DMH) Legal Entity Agreements, for Fiscal Years (FY) 2016-17 and 2017-18, County and Contractor intend to amend Agreement to incorporate changes (i.e., the addition of new provisions, the deletion of provisions, the replacement of provisions with revised language, and the substitution of revised terms) made to the DMH Legal Entity Agreement boilerplate, including to the Financial Exhibit A (FINANCIAL PROVISIONS) Attachment II, and Attachment X (REQUIRED SUPPLEMENTAL DOCUMENTS), to be effective July 1, 2016; and

WHEREAS, for FYs 2016-17 and 2017-18 (if applicable), County and Contractor intend to amend Agreement to reflect a revised Maximum Contract Amount (MCA).

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

1. a. Agreement Paragraph 11 (PERFORMANCE STANDARDS AND OUTCOME MEASURES), is stricken in its entirety and the following substituted therefor:

"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, State, and/or County rules, directive, and guidelines 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 and those reflected in County and/or program Service Exhibits and practice parameters; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor. Substandard performance or outcomes by Contractor may be grounds for contract review and a corrective action plan (CAP)."

b. Agreement Paragraph 12 (QUALITY MANAGEMENT PROGRAM), Subparagraph E is stricken in its entirety and the following substituted therefor:

"E. 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 and program outcomes standards may place Contractor's Agreement in jeopardy; performance and outcomes 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 such as funding reductions as specified in this Agreement."

c. Agreement Paragraph 29 (SUBCONTRACTING), Subparagraph B (5) is stricken in its entirety and the following substituted therefor:

"(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, including those related to ensuring high quality of services and outcomes."

d. Agreement Paragraph 55 (HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT), Subparagraph D (4) is stricken in its entirety and the following substituted therefor:

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

(a) 120 days for new EDI transactions requiring major development and testing

(b) 90 days for new EDI transactions requiring moderate development and testing

(c) 60 days for new EDI transactions requiring minimal development and testing."

e. Agreement Paragraph 55 (HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT), Subparagraph G is stricken in its entirety and the following substituted therefor:

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

f. Agreement Paragraph 62 (LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM), Subparagraph 3 is stricken in its entirety and the following substituted therefor:

"3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award."

2. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II shall be deleted in its entirety and replaced with Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II – [x] attached hereto and incorporated herein by reference. All references to Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II shall

be deemed amended to state “Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II – [x]”.

3. For FYs 2016-17 and 2017-18 (if applicable), the revised MCAs are $_____ and $_____, respectively (if applicable).

4. Financial Summary (Attachment III) - _ for FY 2016-17, shall be deleted in its entirety and replaced with Financial Summary (Attachment III) - _ for FY 2016-17 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary (Attachment III) - _ for FY 2016-17, shall be deemed amended to state “Financial Summary (Attachment III) - _ for FY 2016-17.”

5. Financial Summary (Attachment III) - _ for FY 2017-18, shall be deleted in its entirety and replaced with Financial Summary (Attachment III) - _ for FY 2017-18 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary (Attachment III) - _ for FY 2017-18, shall be deemed amended to state “Financial Summary (Attachment III) - _ for FY 2017-18.” (if applicable)

6. Attachment IV, Service Delivery Site Exhibit - _, is deleted in its entirety and replaced with the revised Attachment IV, Service Delivery Site Exhibit - _ attached hereto and incorporated herein by reference. All references in Agreement to Attachment IV, Service Delivery Site Exhibit - __ will be deemed amended to state “Attachment IV, Service Delivery Site Exhibit - .” (if applicable)

7. Attachment V, Service Exhibits - _, is deleted in its entirety and replaced with Attachment V, Service Exhibits - _ attached hereto and incorporated herein by

reference. All references in Agreement to Attachment V, Service Exhibits - _, will be deemed amended to state "Attachment V, Service Exhibits - _."(if applicable)

8. Attachment X – Required Supplemental Documents shall be deleted in its entirety and replaced with Attachment X – [x], attached hereto and incorporated herein by reference. All references to Attachment X shall be deemed amended to state "Attachment X – [x]".

9. Contractor shall provide services in accordance with Contractor's FY _____ Negotiation Package for this Agreement and any addenda thereto approved in writing by the County's Director of Mental Health or his designee.

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

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

COUNTY OF LOS ANGELES

By_____
Robin Kay, Ph. D.
Acting Director of Mental Health

_____
CONTRACTOR

By _____

Name_____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Interim Chief, Contracts Development
and Administration Division

FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)

FINANCIAL EXHIBIT A

(FINANCIAL PROVISIONS)

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EXHIBIT

EXHIBIT A-1: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH CONTRACTOR CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL AND TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM REIMBURSEMENTS

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 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 and the Financial Summary.

(a) For the purposes of the Agreement, a "Funded Program" is a set of services and/or activities (including invoiced services and activities) paid through a particular funding source for the benefit of a specific beneficiary or program (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) For the purposes of this Agreement, "Non-Medi-Cal" includes all of the following: Persons with no known outside payer source, persons for whom eligibility for benefits under the State's Medi-Cal programs is being determined or established, and persons whose eligibility for the Medi-Cal programs was unknown at the time that services were rendered.

(d) 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, which may include but is not limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children's Health Insurance Program (MCHIP); existing Title XIX Short-Doyle/Medi-Cal Program for individuals with low income and resources such as children and families, pregnant women, seniors, and persons with disabilities; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as set forth in the Negotiation Package. 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.

(e) The Contractor understands and agrees that the Financial Summary is the aggregation of funds provided under distinct subprograms that are allocated or awarded based on Contractor's areas of expertise and its ability to provide specific services and/or serve specific populations through specialized programs as indicated in Contractor's Subprogram Schedule in the Negotiation Package, which must be approved by the Director. The Contractor understands and agrees that this aggregation of funds is intended to facilitate provisional payments to the Contractor for eligible services rendered under this DMH Legal Entity Agreement and to facilitate the ability of the County to obtain reimbursement from its funding sources, including federal and State reimbursement for eligible services to Medi-Cal beneficiaries.

(f) The Contractor understands and agrees that this aggregation of funds in the Financial Summary is not intended to allow Contractor to redirect funds that were originally allocated or awarded for the benefit of a specific population or for specific types of services.

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

(3) In order to reduce County costs, the Contractor shall comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which shall be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor shall ensure that, to the extent a recipient of services under this Agreement is eligible for coverage under Medicaid or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible beneficiary is properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiary.

(a) Contractor shall be responsible for delivering services to the extent that funding is allocated by County. To the extent that Contractor does not have funds allocated in this Agreement for a Funded Program that pays for services to a particular eligible beneficiary, Contractor shall, at the first opportunity, refer said eligible beneficiary to another Contractor or County facility that, to the extent feasible, is within the same geographic area to the extent feasible and has available funds allocated for that Funded Program.

(b) To the extent that the County determines Contractor has improperly claimed services to a particular Funded Program, County in its discretion may disallow payment of said services and/or may make corrective accounting entries to post the payment of the said services to the appropriate Funded Program and/or require Contractor to void said claimed services and replace/resubmit said services for payment from the correct Funded Program, if applicable.

(4) The Countywide Maximum Allowances (CMA) are in effect during the Initial Period, the First Automatic Renewal Period, or the Second Automatic Renewal Period, or any part thereof, and shall be applicable to this Agreement as of the date adopted by DMH.

B. <u>LIMITATIONS ON MAXIMUM REIMBURSEMENT</u>

(1) The total maximum reimbursement that will be paid by County to Contractor under this Agreement, including Cash Flow Advances if applicable, for the Initial Period, First Automatic Renewal Period, the Second Automatic Renewal Period shall be, in no event, more than the Maximum Contract Amount (MCA) specified in Agreement, 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 Paragraph B (1) of this Financial Exhibit A, 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 stated on the Financial Summary for the Initial Period, First Automatic Renewal Period and the Second Automatic Renewal Period, as applicable.

(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 the Funded Program Amount(s) 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 65 (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. The Parties acknowledge that the actual number of individuals seeking care from Contractor who are eligible under a particular Funded Program may differ from the estimated number upon which the Funded Program Amounts were based and that it may be appropriate to increase Contractor's responsibility to provide services to certain eligible individuals while decreasing its responsibilities to provide services to other eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Funded Program Amounts, may be accomplished through a formal amendment or administrative amendment for shifting of funds, completed in advance of the provision of services and as outlined in the DMH Policy, *Shifting Guidelines for the Legal Entity 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. <u>REIMBURSEMENT FOR INITIAL PERIOD</u>

(1) The MCA for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the Legal Entity Agreement shall not exceed _____

_____

_____ DOLLARS (**$_____**) and shall consist of Funded Programs as shown on the Financial Summary.

D. <u>REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED</u>

(1) <u>Reimbursement For First Automatic Renewal Period</u>: The MCA for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed _____

_____

_____ DOLLARS (**$_____**) and shall consist of Funded Programs as shown on the Financial Summary.

(2) <u>Reimbursement For Second Automatic Renewal Period</u>: The MCA for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed _____

_____

_____ DOLLARS (**$_____**) and shall consist of Funded Programs as shown on the Financial Summary.

E. <u>REIMBURSEMENT BASIS</u>

(1) <u>Reimbursement Rates for Mental Health Services</u>: 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, except as may be provided under Subparagraph (4) of this Paragraph E (REIMBURSEMENT BASIS) of this Financial Exhibit A.

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

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

(c) Notwithstanding any other provision of this Agreement, in no event may Contractor request a provisional rate that exceeds the CMA or request a provisional rate that exceeds Contractor's published charge(s) to the general public except if the Contractor is a Nominal Charge Provider.

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

(e) County's approval of Contractor's provisional rates does not guarantee payment at the provisional rate.

(f) Contractor shall be reimbursed provisionally based on Contractor's provisional rate, subject to and in accordance with the terms of this Agreement.

(2) Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902(e) of the WIC, Institutions for Mental Diseases (IMD), which are licensed as level B nursing facilities (SNF) by the State Department of Health Care Services (SDHCS), are reimbursed for basic services at the rate(s) established by SDHCS for Medi-Cal services provided by level B nursing facilities, in addition to the Medi-Cal rate established by SDHCS for a Special Treatment Plan (STP). Accordingly, the IMD reimbursement rate will consist of a basic SNF rate and a STP rate; and for some IMD programs a rate for specialized programming and/or provision of more intensive mental health services provided to clients at County's request, if applicable; or a Mental Health Rehabilitation Center (MHRC) rate established by the County for specialized programming and/or provision of more intensive mental health services provided to clients at County's request, if applicable.

(3) Reimbursement for Medi-Cal Administrative Activities (MAA): Reimbursement for MAA shall be based on the direct and indirect costs of actual time spent in performing MAA services.

(4) Reimbursement of Other Costs and Direct Charges: Certain Funded Programs may provide for and allow Contractor to submit requests for reimbursement to the County for specific expenses that cannot be claimed through the County's claims processing information system. These expenses shall be referred to as a "Direct Charge." Such reimbursement shall be based on actual costs plus an administrative fee, if applicable, expressed as a percentage of actual costs, which shall be reviewed and approved in advance by the County.

(5) Unique Funded Program: To the extent that Contractor's Agreement includes a Funded Program which has billing and payment requirements that are not consistent with the provisions of this Paragraph E (REIMBURSEMENT BASIS), the special billing and

payment requirements shall be set forth in an amendment or other written from of addenda to this Financial Exhibit A memorializing the specific billing and payment requirement which shall be signed by Contractor and Director.

F. <u>BILLING PROCEDURES</u>

(1) If Title XIX Short-Doyle/Medi-Cal services, and/or MAA, and/or Title XXI MCHIP services are provided under this Agreement, Contractor authorizes County to serve as the Mental Health Plan for State claiming and reimbursement and to act on Contractor's behalf with SDHCS in regard to claiming.

(2) Claims Certification and Program Integrity:

(a) Contractor hereby certifies that all units of service entered by Contractor into the County's claims processing information system and/or the MAA data base system and/or claims for actual costs submitted as Direct Charges to County for any Funded Program covered by this Agreement are true and accurate to the best of Contractor's knowledge.

(b) Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A–1 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 Short-Doyle/Medi-Cal and/or MAA and/or Title XXI MCHIP claims.

(3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX Short-Doyle/Medi-Cal and Title XXI MCHIP, shall be entered into the County's claims processing information system within thirty (30) calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph F (BILLING PROCEDURES).

(a) Contractor must submit claims within thirty (30) calendar days as specified above unless there is a reasonable justification in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP, within six (6) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (ii) a replacement claim for services under Title XIX

Short-Doyle/Medi-Cal or under Title XXI MCHIP within nine (9) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

(b) Notwithstanding Subparagraph (3) (a) of this Paragraph (F) (BILLING PROCEDURES), 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) In addition to all other limitations provided in this Paragraph F (BILLING PROCEDURES), claims for all services provided through June 30th of a given fiscal year under Categorically Funded Programs as set forth in the Financial Summary shall be entered into the County's claims processing information system no later than July 15th of the subsequent fiscal year.

(d) In the event the State or federal government denies any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor shall not seek or retain payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims, including those denied claims that were submitted outside the period of time specified in Subparagraphs (3) (a) and (b) of this Paragraph F (3) (BILLING PROCEDURES), except any claims which are denied due to the fault of the County. Any controversy or dispute arising from such State or federal denied claims shall be handled by Contractor in accordance with the applicable State and/or federal administrative appeal process

(e) Contractor shall, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) 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 65 (NOTICES), and such

notification shall also be made by Contractor to the DMH Chief Information Office Bureau's Help Desk.

(f) 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 Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) 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 unless otherwise agreed to by County and Contractor.

i. To the extent that issues identified pursuant to Subparagraph (3) (f) of this Paragraph F (BILLING PROCEDURES) requires 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 (3) (f) of this Paragraph F (BILLING PROCEDURES) shall be extended by the amount of time required to implement such modifications.

(g) 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 PROCEDURES) shall be extended by the number of calendar days reasonably based on the time the system is inactive.

(4) Institutions for Mental Diseases (IMD): If Contractor is an IMD, Contractor shall, no later than the 15th of each month, submit an invoice to the County for patient days approved in writing by the County for the previous month. Said invoice shall be in a form as specified by the County, and will include an itemized accounting of all charges for each

patient day. Invoices shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(5) Medi-Cal Administrative Activities (MAA): To the extent that MAA is identified as a Funded Program in the Financial Summary, Contractor shall submit claims for reimbursement for MAA by entering the eligible MAA services provided and the actual time incurred rendering the MAA services into the County's MAA data base system within thirty (30) calendar days of rendering the MAA services.

(a) County may modify the County's MAA data base 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 prior to implementing any such modification and the reason, if known, for the modification and the planned implementation date of the modification.

(6) Direct Charges: Contractor shall submit invoices for Direct Charges within sixty (60) calendar days of the end of the month in which the eligible expense was incurred. Such invoice shall be in the form and include the content specified by County for each Funded Program. Invoices shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS) of this Financial Exhibit A. Failure to comply with the terms specified in Subparagraph (6) of this Paragraph F (BILLING PROCEDURES) may result in non-payment of said invoice.

(a) In addition to all other limitations provided in this Paragraph F (BILLING PROCEDURES), Direct Charges for all services provided through June 30th of a given fiscal year under Categorically Funded Programs as set forth in the Financial Summary shall be submitted to the persons and at the addresses identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS) no later than July 15th of the subsequent fiscal year.

G. <u>COUNTY PAYMENT FOR SERVICES RENDERED</u>

(1) <u>General</u>: County agrees to reimburse Contractor for services rendered under Funded Programs during the term of this Agreement based on the provisional rates approved to in writing by the County for the Initial Period, First Automatic Renewal Period and Second Automatic Renewal Period, as applicable, subject to all of the rules, regulations and policies established by the County, State and/or federal governments regarding

payment and reimbursement of services, and in accordance with the terms of this Agreement.

(2) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County shall provisionally pay Contractor in accordance with the following:

(a) County shall make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in this Agreement, but no more than sixty (60) calendar days after submission and approval. County shall make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.

(b) Payments for services or Direct Charges billed through invoices shall be paid no more than sixty (60) calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in this Agreement.

(c) Payments for MAA will be made on a quarterly basis and will be based upon actual State approval and State payment to the County of MAA claims. Only Contractors who have been approved by the State to participate in and to claim reimbursement for MAA and who have MAA authorized as a Unique Funded Program in their Contract are permitted to claim MAA.

H. BILLING AND PAYMENT LIMITATIONS

(1) Provisional Payments: County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future County, State and/or federal adjustments. County adjustments to provisional payments to Contractor will be based upon the local match funds amount specified in the Financial Summary, County's claims processing information system data, MAA data base information, 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 any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits, all of which take precedence over monthly claim reimbursements provided by County. County and Contractor acknowledge that the references in this Paragraph H

(BILLING AND PAYMENT 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.

(2) Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Paragraph H (BILLING AND PAYMENT LIMITATIONS), reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. Contractor shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

(a) Reimbursement of certain Direct Charges, such as but not limited to capital improvement, are contingent upon the delivery of appropriate and associated services. If the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with such Direct Charge(s), County shall have the right to adjust and/or recover provisional payment(s) associated with such Direct Charge(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) in accordance with the terms of Paragraph S (METHOD OF PAYMENT FOR AMOUNTS DUE TO COUNTY) and Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(3) Adjustment of Claims Based on Other Data and Information: The County shall have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, 835 data, and Contractor's annual Cost Report, all of which shall supersede and take precedence over the claimed amount submitted by Contractor.

(4) Adjustment of Claims for Agreement Compliance: Director, in his/her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor shall not be paid a sum in excess of the amount due to the 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 that 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.

(a) 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 ten (10) 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 for making a determination that such action was necessary, including any amount(s) held, denied or reduced.

(b) 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.

(c) Within fifteen (15) calendar days of said meeting, County shall, in writing, notify Contractor, of its final decision which may include County's request to Contractor to void said claims in the County's claim processing information system. The decision of the Director will be final.

(d) In the event of failure of Contractor to timely notify County of its intended disposition of questioned claims, County reserves the right to take such action as is necessary as to preserve possible reimbursement of said claims from a funding source. Should the County grant reconsideration, such reconsideration will only be applicable to claims paid and processed to the appropriate funding sources after the date that said reconsideration is granted.

(5) <u>County Withhold of Payment for Contractor Lapse in Providing Service Data</u>: If Contractor fails to submit service data as required by County, then the County may, in its discretion, withhold all or a portion of its payment until County is in receipt of complete and correct service data and such service data has been reviewed and approved by Director.

(a) Prior to withholding payment, Director shall provide Contractor with at least thirty (30) calendar days written notice of the County's decision to withhold payment, including the reason(s) for the intended action and the identification of the incomplete or

incorrect service data. Thereafter, Contractor may, within fifteen (15) calendar days, request reconsideration of the County's decision.

(b) 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.

(c) 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) Upon receipt from the Contractor of revised service data, Director shall review such revised service data within sixty (60) calendar days of receipt. Upon determination that such submitted service data is complete and correct, County shall release withheld payments within thirty (30) days of such determination.

(6) County Denial of Payments for Lack of Documentation: Director may deny payment for services when documentation of clinical work does not meet minimum federal, State, and County written standards.

(a) Prior to denying payment, Director shall provide Contractor with at least thirty (30) calendar days' written notice of the County's decision to deny payment, including the reason(s) for the intended actions. Thereafter, Contractor may, within fifteen (15) calendar days, request reconsideration of the County's decision.

(b) 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.

(c) 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.

(7) <u>County Suspension of Payment for Default</u>: Director may suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default under any of the provisions of this Agreement.

(a) Except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of impending insolvency, Director shall provide Contractor with at least thirty (30) calendar days' notice of such suspension, including a statement of the reason(s) for such suspension. Thereafter, 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.

(b) 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.

(c) 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.

(8) No Payment for Services Rendered 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 any part 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.

(9) 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.

I. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

(1) This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

(2) 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.

(3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board of Supervisors reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth above in Subparagraph (3) of this Paragraph I (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor shall continue to provide all of the services set forth in this Agreement.

(4) 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. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such non-appropriation of funds at the earliest possible date.

(5) Notwithstanding any other provision of this Agreement, for the purposes of any special grants such as Substance Abuse and Mental Health Services Administration (SAMHSA) and discretionary funds received from the Board of Supervisors, any unspent amounts of such grants and/or discretionary funds, if so authorized by the grantor or the Board of Supervisors, may be rolled over from one fiscal year to the next by decreasing the Funded Program Amount and MCA for the fiscal year in which the funds were unspent and increasing the Funded Program Amount and MCA by the same amount in the following fiscal year. Such roll over of funds shall not, in any event, allow Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in

excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds shall be effected by a duly executed amendment to this Agreement.

J. <u>CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS</u>

(1) Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the Funded Programs identified in the Financial Summary. Each Funded Program has been established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Funded Program.

(2) Contractor may not redirect funds from one Funded Program to another Funded Program, except through a duly executed amendment to this Agreement as outlined in DMH Policy, *Shifting Guidelines for the Legal Entity Agreement*.

(3) Contractor may not charge services delivered to an eligible beneficiary under one Funded Program to another Funded Program unless the recipient is also an eligible beneficiary under the second Funded Program. When a recipient of services is an eligible beneficiary under more than one Funded Program, Contractor shall charge the services to the Funded Program under which the County shall receive maximum reimbursement from non-County sources, provided that Contractor has available funds under the appropriate Funded Program.

(4) Contractor also shall not charge services delivered to an eligible beneficiary for Medi-Cal to the Non-Medi-Cal Funded Program Amount except in such cases where a client's eligibility for benefits is being established or determined. Upon confirming that said client is approved for Medi-Cal benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal Funded Program Amount was to a client approved for Medi-Cal, Contractor shall void the original claims for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and replace/resubmit such claims for Medi-Cal under the correct Funded Program.

(5) Contractor shall be responsible for delivering services to clients to the extent that funding is provided by the County. Where Contractor determines that services to clients can no longer be delivered, Contractor shall provide thirty (30) calendar days prior

written notice to County. Contractor shall thereafter refer clients to County or to another appropriate Contractor.

(a) Contractor shall not be required to provide the notice required under Subparagraph (5) of this Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS) if the County reduces funding to the Contractor under Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning or during a fiscal year. In addition, if County reduces or eliminates funding for a specific Funded Program, or portion thereof, Contractor shall not be responsible for continuing services for those clients served by the Funded Program, or portion thereof.

K. <u>CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS</u>

(1) County and Contractor may by written amendment reduce programs or services and revise the applicable Maximum Contract Amount and/or Funded Program Amount. The Director shall provide fifteen (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. Any such change in any applicable MCA and/or Funded Program Amount shall be effected by a formal amendment or administrative amendment by Director to this Agreement.

(2) Contractor shall be responsible for delivering and monitoring services so that Contractor can provide continued and uninterrupted provision of quality eligible services to eligible beneficiaries as specified in this Agreement, to the extent funding is provided by County. Notwithstanding Subparagraph (1) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), if the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (3), County may notify Contractor to discuss and determine whether a corrective action plan (CAP) will be required.

(3) Without limiting Contractor's obligations under this Agreement, Contractor shall meet the following expectations:

(a) Contractor will not deviate twenty-five (25) percent or more from its projected claim amount for any provider number/funding source based on a quarterly review of Schedule 8 (Legal Entity Mental Health Plan) of the approved Negotiation Package;

(b) Contractor will not deviate fifteen (15) percent or more from any projected subprogram amount, based on a quarterly review of Schedule 9 (Subprogram Schedule) of the approved Negotiation Package; and

(c) Contractor will meet performance and/or outcome expectations that are specified in the Agreement and/or any Service Exhibit, that may be developed with contractors' input and are specified in program Service Exhibits, and/or are set forth in Department guidelines, directives, and/or practice parameters.

(4) If a CAP is issued and Contractor fails to comply with such CAP, County may implement options listed in subdivions (a), (b), and/or (c) to safeguard County's mission to ensure access to quality services for all client populations and to ensure the types of services and supports necessary to assist clients in achieving hope, wellness, and recovery.

(a) Restrict Contractor from expending any more funds allocated for the program(s) at issue and the County's intent to reallocate funds to another program budget category for the same period within this Agreement, and/or reallocate such funds for the efficient use of such funds.

(b) Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue and reallocate such funds for the efficient use of such funds;

(c) Terminate specific programs within the Contractor's Agreement and/or the Contractor's Agreement in its entirety for failure to meet performance and/or outcome expectations as specified in program service exhibits and/or Department guidelines, directives, and practice parameters.

Prior to implementing options (a), (b), and/or (c) of Subparagraph (4), County shall provide fifteen (15) business days prior written notification to Contractor of County's intent to implement one or more such options. Such notification shall include an explanation of how the County reached the conclusion that Contractor not meeting the expectations listed in Subparagraph (3) copies of relevant data, such as but not limited to County information system reports used by County in making this decision; the nature and amount of proposed

funding changes; and any proposed changes in the amount of services to be provided by Contractor.

(5) In the event Contractor believes that an adjustment under Subparagraph (4) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is unjustified, Contractor may, within the fifteen (15) business days notice period, so notify the Director in writing, and request a meeting with County to review County's documentation. Any such meeting shall be held within thirty (30) calendar days of the initial written notification. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within that time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended changes to its MCA; Funded Program Amount; and/or program/service delivery up to and including termination of specific programs and/or the entire Agreement.

If, after any such meeting, it is still determined that an adjustment under this Subparagraph (4) of Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is justified, the County shall take the appropriate action, as provided above. Director shall provide final prior written notice to Contractor of such action(s), including any changes in the amount of services to be received by County, and the determination of the Director will be final. Any such change in Contractor's Agreement, including termination of programs with the Agreement and/or the entire Agreement shall be effected by an administrative amendment to this Agreement issued by Director. Changes that are based on one-time circumstances will be applicable to the current contract year only and shall not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Funded Program Amount in subsequent years.

The determination by the Director shall be effective upon the receipt of such final prior written notice by Contractor and the changes to funding and services shall be incorporated into this Agreement as of the date of receipt. Contractor understands and agrees that its MCA and/or Funded Program Amount may be reduced as a result of the

adjustments authorized by this provision, and further acknowledges that County has relied upon this flexibility in establishing the MCA and/or Funded Program Amount for this Agreement. By executing this Agreement, Contractor specifically consents to the prospective adjustments set forth in this provision up to and including termination of programs and/or the Agreement.

L. LIMITATION ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM

(1) If, under this Agreement, Contractor has Funded Programs that include Title XIX Short-Doyle/Medi-Cal services, Medi-Cal Administrative Activities, and/or Title XXI MCHIP services, Contractor shall certify annually, no later than July 10 of each year, in writing that all necessary documentation will exist at the time any claims for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP are submitted by Contractor to County.

Contractor shall be solely liable and responsible for all service data and information submitted by Contractor.

(2) Contractor acknowledges and agrees that the County, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the State and federal governments.

(3) Contractor shall submit to County all Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP claims or other State required claims data within the time frame(s) prescribed by this Agreement to allow the County to meet the timeframes prescribed by the State and federal governments. County shall have no liability for Contractor's failure to comply with the time frames established under this Agreement and State and federal time frames, except to the extent that such failure was through no fault of Contractor.

(4) County, as the Mental Health Plan, shall submit to the State in a timely manner claims for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services only for those services/activities identified and

entered into the County's claims processing information system and/or into the Medi-Cal Administrative Activities data base system, as appropriate, which are compliant with State and federal requirements. County shall make available to Contractor any subsequent State approvals or denials of such claims within thirty (30) days of receipt thereof.

(5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services is contingent upon reimbursement 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.

(6) Contractor's ability to retain payment for such services and/or activities is entirely dependent upon Contractor's compliance with all laws and regulations related to same.

(7) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from the denial or disallowance of claims for or any audit disallowances related to said services by the County, State or federal governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the County.

(8) Contractor shall repay to County the amount paid by County to Contractor for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities which are subsequently denied or 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 Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.

(9) The total County payment for Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP services and/or MAA under federal requirements consists of federal and local match, and such local match may consist of County and/or State funds. Contractor acknowledges that if such services are subsequently denied, voided, and/or disallowed,

County shall make a full recovery of such payments, including State and local match amounts.

(10) Notwithstanding any other provision of this Agreement, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph L (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment shall be in accordance with Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY), except for denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.

(11) Contractor shall comply with all written instructions provided to Contractor by Director, State or other applicable payer source regarding claiming and documentation.

(12) Nothing in this Paragraph L (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) shall be construed to limit Contractor's rights to appeal State and federal settlement and/or audit findings in accordance with the applicable State and federal regulations.

M. <u>PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST</u>

(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), in accordance with State guidelines and Welfare and Institutions Code Sections 5709 and 5710.

(b) The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of

all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.

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

(3) Contractor may retain unanticipated revenue, which is not shown in Contractor's Negotiation Package for this Agreement, for a maximum period of one fiscal year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. Contractor shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Cost Report submitted by Contractor to County.

(4) Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

(5) 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/activities specified in this Agreement.

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

(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.

N. <u>CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED</u>

(1) The Cash Flow Advance (CFA), if approved by County, is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under this Agreement during the applicable period.

(2) For each month of each period of this Agreement, County will reimburse Contractor based upon Contractor's submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes. However, for each month of the first two (2) months, of the Initial Term, the First Automatic Renewal Period, or the Second Automatic Renewal Period, Contractor may request in writing from County a monthly County General Fund CFA as herein described.

(3) CFA disbursement(s), if any, shall be part of the total maximum reimbursement, which is limited to the MCA as specified in Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT).

(4) CFA is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified in DMH Legal Entity Agreement Paragraph 5 (DESCRIPTION OF SERVICES/ACTIVITIES), and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

(5) No CFA will be given if a Contractor has not been certified as an eligible Medi-Cal service provider unless otherwise agreed to by County.

(6) Notwithstanding any other provision to the contrary, funding for Wraparound Case Rate (i.e., Specialized Foster Care Wraparound Invoice Funded Program) shall not be included when computing monthly CFA amount(s).

(7) <u>Cash Flow Advance Request Letter</u>: For each month for which Contractor is eligible to request and receive a CFA, Contractor must submit to the County a letter requesting a CFA and the amount of CFA Contractor is requesting.

(a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by County on or before the 15th of that month (i.e., for the month of July 2014, the request must be received by July 15, 2014).

i. If the letter requesting CFA is received by the County from the Contractor after the 15th of the month, Contractor will not be eligible to receive a CFA for that month.

(b) The signed letter requesting a CFA must be sent via mail, fax or email (PDF file) to the Department of Mental Health Financial Services Bureau – Accounting Division, Provider Reimbursement Section (PRS).

i. PRS staff will determine whether Contractor is eligible to have its request considered based on the date the request letter is received by PRS and not the date on the request letter.

(c) Upon receipt of a request, Director, in his/her sole discretion, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

i. If a CFA is not approved, Director will notify Contractor within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within fifteen (15) calendar days, request reconsideration of the decision.

(8) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The CFA amount available to Contractor for any particular month will be reduced by County payments of claims received from Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim.

(9) Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request:

(a) For each of the first two (2) months of each period that this Agreement is in effect, Contractor may request in writing from County a monthly County General Fund CFA for any funds which may be part of the MCA for such period as identified in the Financial Summary. Contractor shall specify in its request the amount of the monthly CFA it is requesting, not to exceed $_____ for the first month and $_____ for the second month, if applicable. In no event shall the monthly CFA requested by Contractor

exceed 1/12th of MCA as identified on the Financial Summary as of the specified month the CFA is requested.

(b) In case the Agreement is amended to increase or reduce the Maximum Contract Amount during the first two months during which the Contractor may request and receive CFA, the CFA amount shall be recalculated for the remaining month(s) based on the effective date of the amendment. For the month in which the amendment is executed, the revised CFA amount shall be based on the effective date of the amendment, and if such effective date falls between the first and the 15th of the month, the revised CFA amount will be adjusted based on the total amount of the change in the MCA; and if the effective date falls between the 16th and the end of the month, the revised CFA amount will be calculated based on one half (1/2) of the total change in the MCA.

(c) The Contractor may request in writing from County, consistent with above Subparagraph (9) (a) of this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph F (BILLING PROCEDURES) or due to procedural matters associated with transitioning Contractor to County's new claims processing information system, County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in his/her sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County in its sole discretion shall review Contractor's request, including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and shall respond accordingly within fifteen (15) business days from the receipt of such request.

i. Additional monthly CFA is subject to approval by the Director, County Auditor-Controller, County Counsel and County Chief Executive Office.

(10) Recovery of Cash Flow Advances: If Contractor has received any CFA pursuant to this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), then recovery from Contractor's monthly

claims shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) as follows:

(a) Generally, when Contractor rendering services at a level that would indicate it will utilize all or a substantial portion of its MCA, County initiates recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year or at such time as payments to Contractor, including the CFA, reach the MCA. Such recovery is initiated through the Contractor's rendering and submitting of appropriate services and activities into the County's claims processing information system and/or the submission of invoices for direct charges. The determination to begin recovery of CFA balance in July of the following fiscal year, or at such time as payments to Contractor, including the CFA, reach the MCA, is based on the presumption that when a contractor is meeting its contractual levels, then the Contractor will have rendered sufficient services/activities and entered such services/activities into the County's claims processing information system by September 30 following the end of the fiscal year. September 30 is the date by which all or a substantial portion of the Contractor's prior fiscal year's claims should have been received from Contractor and processed by County.

(b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would utilize all of its MCA, County may initiate recovery of the CFA as specified above in Subparagraph (9) (a) of this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED) prior to July 1. If County intends to initiate recovery of the CFA prior to July 1, County will give Contractor thirty (30) calendar days prior written notice, including the reason(s) for the intended actions, to ensure Contractor renders and submits sufficient services/activities to have repaid all, or a substantial portion of the CFA, by September 30 following the fiscal year close. Contractor may, within fifteen (15) calendar days of the receipt of County's written notice, request reconsideration of the County's decision.

(c) Should a Contractor have any remaining CFA balance for a particular fiscal year at such time as the State SD/MC Cost Report is complete, County will perform an analysis to determine the amount of unearned CFA balance based on the SD/MC Cost Report and Contractor repayment of the unearned CFA balance shall be conducted as

specified in Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY) unless otherwise agreed to by County.

(11) When Contractor's CFA balance is zero in any fiscal year of the term of this Agreement, any County and/or State and/or federal government(s) approved Contractor reimbursement claims for eligible services/activities will be disbursed in accordance with the terms and conditions of this Agreement.

(12) Should Contractor request and receive CFA, Contractor shall exercise cash management of such CFA in a prudent manner.

(13) CFA for IMD, PHF and Mental Health Rehabilitation Center Contractors Only: The amount of a CFA payment shall be based on the average daily census for the last two available months of the preceding fiscal year.

O. 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, along with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and Cost Report Certification must be signed by a Contractor's executive official or designee, by the due date specified in Subparagraph (4) of this Paragraph O (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 the County and consistent with such instructions as the County may 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 based on 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 due date specified in above Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) shall constitute a breach of this Agreement.

i. 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:

(A) In such instance that Contractor does not submit an Annual Cost Report(s) by such thirty (30) calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph O (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 S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY). Such payments shall be submitted to the persons and at the address identified in Paragraph X (PAYMENT AND INVOICE NOTIFICATIONS).

(B) If this Agreement is automatically renewed as provided in DMH Legal Entity Agreement Paragraph 1 (TERM), then County may opt to suspend 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 deficiency, or to request reconsideration of the decision to suspend payments. Payments to Contractor shall not be suspended during said fifteen (15) business days provided to correct the deficiency or, if reconsideration is requested, pending the results of the reconsideration process.

(b) Failure by the Contractor to submit an Annual Cost Report(s) by the due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to submit its Annual Cost Report(s) to the County under this Paragraph O (ANNUAL COST REPORTS). The County and Contractor hereby agree that a reasonable estimate of said damages is $100 per day for each day that the Contractor fails to submit to the County by the due date.

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 (76th) day following the expiration or earlier termination of this Agreement and shall continue until the outstanding Annual Cost Report(s) is (are) received.

iii. Upon written request from the County, Contractor shall, within thirty (30) calendar days, submit to the County payment for said damages. Said Payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

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) of this Paragraph O (ANNUAL COST REPORTS). The decision to grant an extension without assessing liquidated damages in accordance with Subparagraph (4) (b) of this Paragraph O (ANNUAL COST REPORTS) shall be at the sole discretion of the Director.

(5) Each 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 and Financial Reporting System (CFRS) Instruction Manual; and any other written guidelines that 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.

(a) Attendance by Contractor at the County's Cost Report Training is mandatory.

(b) Failure by the Contractor to attend the Cost Report Training shall be considered a breach of this Agreement that will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to attend the Cost Report Training. The County and Contractor hereby agree that a reasonable estimate of said damages is $100 per occurrence. Therefore, County may, in its sole discretion, assess

liquidated damages in the amount of $100 for Contractor's non-attendance at the Cost Report Training. Said Payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(6) Upon written notification from the Director that its Annual Cost Report contains errors or inaccuracies, Contractor shall, within thirty (30) calendar days, correct such errors and inaccuracies and resubmit its Annual Cost Report.

(a) If Contractor fails to correct inaccuracies in Annual Cost Report within thirty (30) calendar days after receipt of written notification from the Director and said inaccuracies result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor, Contractor must return back to the County the amount of lost reimbursement that the County could have claimed if the inaccuracy was corrected by Contractor.

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

P. <u>OTHER REQUIREMENTS FOR CONTRACTORS PROVIDING TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM SERVICES</u>

(1) Contractor shall maintain records documenting all Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services for a period of seven (7) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits or appeals, whichever occurs later.

(2) Contractor shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete Specialty Mental Health Services (SMHS) Reconciliation Report, also referred to as Title XIX Short-Doyle/Medi-Cal Reconciliation Report, at the legal entity level by the due date set by the State for the applicable fiscal year.

(a) Should Contractor fail to provide County with the SMHS Reconciliation Report by the due date, then Director, in his/her sole discretion, shall determine which State

approved Short-Doyle/Medi-Cal services shall be used by County for completion of the SMHS Reconciliation Report.

(b) Contractor shall hold County harmless from and against any loss to Contractor resulting from the Contractor's failure to provide County with the SMHS Reconciliation Report and County's subsequent determination of which State-approved Short Doyle/Medi-Cal services to use for completion of the SMHS Reconciliation Report for the Contractor.

Q. <u>SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT</u>

(1) Based on the Annual Cost Report(s) submitted pursuant to Paragraph O (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, the State and County will perform an SMHS Reconciliation and Settlement.

(a) Upon initiation and instruction by the State, County will begin the SMHS Reconciliation process with Contractors.

(b) County will perform settlement 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 Short-Doyle/Medi-Cal and Medi-Cal Administrative Activities, and Title XXI MCHIP, and other applicable federal and/or State programs.

(3) SMHS Reconciliation Settlement shall be subject to the limitations contained in the Financial Summary. Such limitations include, but are not limited to:

(a) Available Match funds as indicated in Column D of the Financial Summary;

(b) Actual submitted and approved claims to those third-parties providing funds in support of specific Funded Programs;

(c) Funded Program Amounts;

(4) County shall issue its SMHS Reconciliation Settlement results 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 SMHS Reconciliation 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 SMHS Reconciliation Settlement results, Contractor may, within thirty (30) calendar days, submit a written request to the County for review of the SMHS Reconciliation Settlement results.

i. Upon receipt by County of the Contractor's written request, the County shall, within thirty (30) calendar days, meet with the Contractor to review the SMHS Reconciliation Settlement results 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 above in Subparagraph (4) (i) of this Paragraph Q (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), County shall issue a response to the Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.

(5) In the event that the SMHS Reconciliation Settlement indicates that the Contractor is due payment from the 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 Q (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT) or issuance of the County response as specified above in Subparagraph (4) (b) (ii) of this Paragraph Q (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), whichever is later.

(6) In the event that the SMHS Reconciliation Settlement indicates that the Contractor owes payment to the County, Contractor shall make payment to the County in accordance with the terms of Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph X (PAYMENT AND INVOICE NOTIFICATIONS).

(7) Regardless of any other provision of this Paragraph Q (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), reimbursement to Contractor shall not exceed the MCA and shall not exceed the Funded Program Amount, as identified on the Financial Summary.

R. <u>AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL (SD/MC) SETTLEMENT</u>

(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 services/activities provided under this Agreement.

(2) Settlement of 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 Short-Doyle/Medi-Cal (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 Post-Audit SD/MC 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 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 terms of Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(c) County shall follow all applicable federal laws, regulations manuals, guidelines and directives in recovering from Contractor any federal over-payment.

(d) In the event that Post-Audit SD/MC Settlement indicates that Contractor is due payment from County, County shall initiate the payment process to Contractor within thirty (30) days of settlement issuance date.

(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 processes 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.

(5) Post-Audit Appeal SD/MC 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 Short-Doyle/Medi-Cal re-computed 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 re-computed settlement results in amounts due to Contractor by the County, County shall initiate the payment process to Contractor within thirty (30) calendar days of issuing the post-audit appeal SD/MC re-computed settlement to Contractor.

ii. If the post-audit appeal SD/MC re-computed settlement results in amounts due from Contractor to the County, Contractor shall make payment to the County in accordance with the terms of Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

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

(6) 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 terms of Section S (PAYMENT OF AMOUNTS DUE TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

S. <u>METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY</u>

(1) Within ten (10) business days after written notification by County to Contractor of any amount due by Contractor to County, Contractor shall notify County as to which of the following 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 over a period not to exceed three (3) months;

(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/her sole discretion, shall determine which of the above five payment options shall be used by County for recovery of such amount from Contractor.

(3) Under extraordinary circumstances, Contractor may request in writing an extension of the payment period referenced in Subparagraph (1) of Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY). If approved by County, any such amount due by Contractor to County shall be paid by cash payments and/or deducted from future claims or any amounts due from County to Contractor over a period not to exceed twelve (12) months.

(a) In such instance that Contractor can not meet the timeline approved by the County, Contractor shall provide County and its authorized representatives access to and the right to audit pertinent financial records relating to this Agreement.

T. <u>INTEREST CHARGES ON DELINQUENT PAYMENTS</u>

(1) 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, after written notice to Contractor, may assess interest charges on such late payment.

(a) The amount of said interest charge shall be calculated at a rate equal to County's Treasury Pool Rate, as determined by County's Auditor-Controller, on the delinquent amount due commencing on the sixty-first (61st) calendar day after the due date.

(2) Contractor shall have an opportunity to present to the Director information bearing on the issue of whether there is a good cause justification for Contractor's failure to pay County <u>within</u> sixty (60) calendar days after the due date.

(3) The interest charges shall be: (i) paid by Contractor to County by cash payment upon demand and/or (ii) at the sole discretion of Director, deducted from any amounts due to Contractor by County whether under this Agreement or otherwise.

U. <u>FINANCIAL SOLVENCY</u>

(1) Contractor shall maintain adequate provisions to meet the solvency/working capital criteria specified in DMH, *Financial Responsibility Requirements for Existing DMH Contractors*.

V. <u>COUNTY AND CONTRACTOR REQUESTED CHANGES</u>

(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, except as otherwise provided in Paragraph X

(SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (ATTACHMENT III) or unless otherwise agreed to by County.

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

(b) All changes requested by the Contractor 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 as specified in DMH Notice, *Negotiation Package Submission Procedures*.

(2) If Contractor requests an increase or decrease in the MCA or in the Funded Program Amount, Contractor shall provide all reports, data, and other information requested by the County, within fifteen (15) calendar days of County's request.

(a) Contactor's request for consideration of an increase in the MCA or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the MCA or the Funded Program Amount. 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 V (CONTRACTOR REQUESTED CHANGES).

(b) Requests received after the Contractor has rendered services in excess of the MCA, or the Funded Program Amount, will only be considered on a prospective basis for payment of services rendered after the effective date of any executed amendment. The County shall not be responsible for payment, nor otherwise be liable for, services/activities that Contractor provided in excess of the MCA or the Funded Program Amount during any part of the Initial Period, First Automatic Renewal Period or Second Automatic Renewal Period, respectively.

(3) If County requires changes per options (a) and/or (b) as specified in Paragraph K (CONTRACTOR'S RESPONSIBILITY TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), Contractor must submit a Mid-Year Change to the last approved Negotiation Package as specified in DMH Notice, *Negotiation Package Submission Procedures*.

(4) If County requires changes per Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS), Contractor must submit a Mid-Year Change to the last approved Negotiation Package.

(5) If County and Contractor agree to make a funding and/or service plan change relevant to this Agreement, Contractor must submit a Mid-Year Change to the last approved Negotiation Package as specified in DMH Notice, *Negotiation Package Submission Procedures*.

W. <u>DELEGATED AUTHORITY</u>

(1) Notwithstanding any other provision of this Agreement, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to 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; for the provision of new services as reflected on Attachment V (SERVICE EXHIBITS); to ensure continuity of care; 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.

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

X. <u>SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (ATTACHMENT III)</u>

(1) Due to the length of the State reconciliation and audit processes, County and contractor acknowledge that the final determination of the amounts that may be owed by the Parties to each other will occur during First and/or Second Automatic Renewal Period as described in Legal Entity Agreement, Paragraph 1 (TERM) and/or after the expiration or

termination of Agreement. Therefore, the parties agree that all provisions of Agreement related to effectuating payment, including, but not limited to, provisions related to cost reporting, settlement, and audit, including such provisions in Attachment II, Exhibit A, Financial Provisions, survive the First and/or Second Automatic Renewal Period as described in Legal Entity Agreement, Paragraph 1 (TERM) and/or expiration or termination of Agreement. This Paragraph X shall not be interpreted to imply that other provisions of Agreement do not survive its expiration, if the Parties intent, as demonstrated by language, circumstances, law, or practice, is that the provision should survive.

(2) To maximize the use of federal and other funding, Contractor, no later than thirty (30) calendar days after the Annual Cost Report due date for the applicable fiscal year, may submit in writing a request to shift and/or increase funds on the Financial Summary (Attachment III). Such shifting and/or increase of funds request shall reflect maximization of federal and other funding based on Contractor's complete and accurate Annual Cost Report submitted in accordance with Paragraph O (ANNUAL COST REPORTS) and in accordance with terms and limitations set forth in DMH Policy, Shifting Guidelines for the Legal Entity Agreement. To the extent that County approves the shifting of funds request, such approval shall be in the form of an executed amendment to this Agreement. In addition, the Director, at his/her sole discretion, may propose and, with the agreement of Contractor, execute a written amendment (a) to modify the distribution of funds identified for each Funded Program as shown on the Financial Summary (Attachment III); (b) to change, including increase, the amount of federal or State funds on the Financial Summary (Attachment III); or (c) to increase the MCA to include additional federal or State funds, but only to the extent that such amendment is necessary for Contractor to be reimbursed for otherwise uncompensated care. Such amendment may be executed during First and/or Second Automatic Renewal Period as described in Legal Entity Agreement, Paragraph 1 (TERM) and/or after the Agreement has expired or terminated and shall be effective irrespective of whether the Agreement is in the Automatic Renewal Period or has expired or terminated.

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Y. PAYMENT AND INVOICE NOTIFICATIONS

(1) Contractor shall submit all Invoices, including any supporting documentation, to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
Attn: Provider Reimbursement Section

(2) Contractor shall submit all remittances and payments for amounts due to the County under this agreement to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
Attn: Accounts Receivable

Financial Summary (Attachment III)

Contractor Name:
Agreement Number:
Agreement Period:
Financial Summary:

Amendment No.:
Amendment Date:
LE Number:
Fiscal Year:

A	B	C	D	E
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		
130.3N	Specialized Foster Care Wraparound Invoice	N		
300N	DCFS Medical Hub Non-MC	N		
301M	DCFS PHF MC	Y		
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		
155N	Juvenile Day Reporting Center Non-MC	N		
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		
	PATH McKinney, CFDA #93.150 Invoice	N		
160M	PATH McKinney MC	Y		
170N	Homeless Services Non-MC	N		
	Homeless Services Invoice	N		
170M	Homeless Services MC	Y		
172N	Diversion Program Non-MC	N		
	Diversion Program Invoice	N		
172M	Diversion Program MC	Y		
173N	CARE Program (2nd Chance-BJA Grant, CFDA#16.812) Non-MC	N		
	CARE Program (2nd Chance-BJA Grant, CFDA#16.812) Invoice	N		
180N	CalWORKs MHS Non-MC	N		
183N	CalWORKs Homeless Family Solution System 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		
350N	DCSS Forensic Center Services Invoice	N		
200N	SB82 Mobile Triage Non-MC	N		
	SB82 Mobile Triage Invoice	N		
200M	SB82 Mobile Triage MC	Y		
202N	SB82 Mobile Triage - Crisis Transition Specialist Non-MC	N		
202M	SB82 Mobile Triage - Crisis Transition Specialist MC	Y		
201N	SB82 Urgent/Crisis Services Non-MC	N		
	SB82 Urgent/Crisis Services Invoice	N		
201M	SB82 Urgent/Crisis Services MC	Y		
210N	DHS EPIC Program Non-MC	N		
210M	DHS EPIC Program MC	Y		

Financial Summary (Attachment III)

Contractor Name:
Agreement Number:
Agreement Period:
Financial Summary:

Amendment No.:
Amendment Date:
LE Number:
Fiscal Year:

Federal/State Revenue				
360M	Federal/State Revenue MC	Y		
CGF Funded Programs				
400N	DMH Mental Health Services Non-MC	N		
	DMH Mental Health Services Invoice	N		
400M	DMH Mental Health Services 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		
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		
550N	MHSA Integrated Care Program Non-MC	N		
	MHSA Integrated Care Program Invoice	N		
550M	MHSA Integrated Care Program 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		
600N	MHSA Prevention & Early Intervention Non-MC	N		
	MHSA Prevention & Early Intervention Invoice	N		
600M	MHSA Prevention & Early Intervention MC	Y		

Maximum Contract Amount (MCA) **$ -**

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

V5/10/16

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

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

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

*Legend: Adult Systems of Care (A)
Child, Youth, & 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	
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	
Medication Support Services (Rehab. Option)	403	
Crisis Intervention Services (Rehab. Option)	404-A	
Mental Health Service Treatment Patch (La Casa)	405	
Therapeutic Behavioral Services	406-A	
Outreach Services	501-A	
Outreach Services (Suicide Prevention Services)	502-A	
American Indian Life Skills (United American Indian Involvement, Inc.)	503-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	
Local Hospital Services	902	
Semi-Supervised Living Services	904	
Adult Residential Treatment Services (Transitional) (MSHA)	912	
Adult Residential Treatment Services (Long Term)	913	
Non-Hospital Acute Inpatient Services (La Casa PHF)	914	
Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)	915	
Assertive Community Treatment Program (ACT)	921	
Psychiatric Inpatient Hospital Services	930	
Primary Linkage and Coordination Program	1001	
Service Provisions (Organizational Provider Only)	1003	
Consumer Run/Employment Program	1005	
Client Supportive Services **(*Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement*)**	1010-A	
Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services	1011	
Mental Health 24-Hour Services Children Under Age 18 Basic Services	1012	
Supportive Services – Residential Programs (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1013	
Client Supportive Services-Mental Health Services Act Programs (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1014-A	
Full Service Partnership (FSP)	1015	
Supportive Services – Intensive Residential Program (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1016	
Client Supportive Services (New Directions) (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1018	
Family Support Services	1019	
Service Extender Stipend Program Mental Health Services Act Programs (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1020	
Client Supportive Services Field Capable Clinical Services (FCCS) Mental Health Services Act Programs (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1021	
Intensive In-Home Mental Health Services	1022	
Intensive Treatment Foster Care	1025	
One-Time Expenses Associated with Program Development for Intensive In-Home Evidence Based Practices (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1026	
Outreach and Engagement Services (MHSA Only)	1027	
Enriched Residential Services (Alternative Crisis) (Adults)	1028	

IMD Step-Down Programs (Adults)	1029	
Urgent Care Centers (Alternative Crisis) (Adults)	1030	
Client Supportive Services Homeless CalWORKs Families Project (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1031	
Star View-PHF-Supplemental Financial Support	1032	
Star View-CTF-Supplemental Financial Support	1033	
Field Capable Clinical Services (FCCS)	1035	
Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan	1036	
One-Time Expenses Associated with Starting a new MHSA Program for PEI Early Start Suicide Prevention Program (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1037	
One-Time Expenses Associated with Starting a New MHSA Program for Urgent Care Center – Exodus Recovery, Inc. (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1038	
PEI Early Intervention EBP programs for Children & TAY	1039	
Exodus Recovery, Inc. Urgent Care Center	1040	
Client Supportive Services for MHSA (CSS Manual Billing Service Exhibit) (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1042	
One-Time Expenses Associated with Implementing a New MHSA Program for Prevention and Early Intervention (PEI) Program (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1046	
Prevention and Early Intervention (PEI) Program (***Includes Attachment A - MHSA PEI Programs Core Interventions and Ancillary Services Guide and Attachment B - PEI Evidenced Based Practices (EBP) Outcome Measures***)	1047	
One-Time Expenses Associated with Starting A New Mental Health Services Act Innovation Program (***Includes Attachment A***)	1052	
Client Supportive Services For Mental Health Services Act Innovation Plan Programs Integrated Clinic Model (***Includes Attachment A***)	1059	
Statement of Work (SOW) CalWORKs Program (***Exhibits 1-7***)	1060	
One-Time Expenses Associated with Starting A New Mental Health Services Act Prevention And Early Intervention Integrated School Health Centers Program (***Includes Attachment A - Reimbursement Procedures and Attachment B – Reimbursement Claim***)	1061	
SAMHSA Project ABC - Family Wellness Network	1062	
Family Support Services Enhanced Respite Care Pilot	1063	
MHSA Innovation – Integrated Peer Run Model: Peer Run Integrated Services Management (SHARE and MHALA Only)	1064	
MHSA Innovation – Integrated Peer Run Model: Peer Run Respite Care Home (SHARE and MHALA Only)	1065	
Intensive Enhanced Field Capable Clinical Services (IFCCS)	1066	

Client Supportive Services – Homeless Programs (***Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement***)	1069	
Exodus Foundation dba Exodus Foundation for Recovery. MLK JR. Psychiatric UCC	1070	
VIP Community Mental Health Center, Inc. – Forensic Center Services	1071	
Psychiatric Inpatient Hospital Services	1072	
Non-Hospital Acute Inpatient Services (Exodus Recovery Psychiatric Health Facility)	1073	
The Center for Assessment and Prevention of Prodromal States Prevention and Early Intervention Program for Transition Age Youth Ages 16-25	1074	
Assisted Outpatient Treatment – Los Angeles IMD Step Down Programs (Adults) (***Includes Attachment I***)	1076	
Assisted Outpatient Treatment – Los Angeles Full Service Partnership (***Includes Attachment I***)	1077	
Projects for Assistance in Transition From Homelessness (PATH) Program ***(Includes Attachment A – One-time Expense Claim)***	1078	
Client Supportive Services Field Capable Clinical Services (FCCS) Mental Health Services Act Programs ***(Includes Attachment A – Reimbursement Procedures and Attachment B – Reimbursement Claim (Medicaid Coverage Expansion))***	1079	
Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS)	1080	
Integrated Care Program-Community Designed integrated Service Management Model (ICP-ISM)	1081	
Integrated Care Program-Integrated Clinics (ICP-IC)	1082	
Integrated Mobile Health Team-Full Service Partnership (IMHT-FSP)	1083	
Crisis Residential Treatment Services (Adult)	1084	
Comprehensive Adult Reentry Program	1085	
Alternative To Custody IMD Step Down Program (Adults)	1086	
Parent – Child Interaction Therapy 2-5 YRS (PCIT)	1087	

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; and**

   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**

   The Contractor must comply with Department's Policy No. 813.04 - **Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health**. This DMH Policy can be accessed in its entirety at the following website: http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813_04.pdf

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; and
   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 X – 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**

    The Community Business Enterprise Program was established to allow business enterprises owned by minorities, women, the disadvantaged, and disabled veterans to take advantage of opportunities in government and private-sector procurement programs.

    Your business must be certified as any one of the following: 1) Minority Business Enterprise (MBE); 2) Women Business Enterprise; 3) Disadvantaged Business Enterprise (DBE); and/or 4) Disabled Veteran Business Enterprise (DVBE).

    For more information please visit this website: http://dcba.lacounty.gov

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

    Eligibility and Requirements

    Businesses that are eligible to participate in the Local Small Business Enterprise Preference Program, have been certified as a small business enterprise with the State of California; and have been certified by the County's Internal Services Department as holding a principal office located within the County of Los Angeles for at least the previous 12 months.

    OR

    Where geographic preferences are precluded by federal funding restrictions, businesses are eligible to participate in the Local Small Business Enterprise Preference Program if they are certified by the federal Small Business Administration (SBA) or are registered as small on the federal System for Award Management (SAM) data base. Information about the federal SBA guidelines and the federal Central Contractor Registration data base is available at: www.sam.gov.

    Small Business and DVBE Certification information, guidelines and applications can be accessed online from this link: http://www.dgs.ca.gov/pd/Home.aspx

    Detailed eligibility requirements, policies, and procedures for participating in the Local Small Business Enterprise (LSBE) Preference Program can be accessed online from this link: http://osb.lacounty.gov

14. **Contractor Acknowledgement and Confidentiality Agreement** – Attachment X - 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 X – 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 X – 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.

Item No.	CONTRACTOR Legal Entity (LE) No.	Sup. District (HQ)	Current MCA for FY 2015-16	Current MCA for FY 2016-17 & FY 2017-18 (a)	Revised MCA * FY 2016-17 (b)	FY 2016-17 Variance (c)=(b)-(a)	CalWORKs & HFSS FY 2016-17	Revised MCA FY 2017-18 (d)	FY 17-18 Variance (e)=(d)-(a)	Contract Expiration Date
1	1736 Family Crisis Center 2116 Arlington Avenue, Suite 200 Los Angeles, CA 90018 Legal Entity (LE) # 00256	2	$ 429,000	$ 204,000	$ 429,000	$ 225,000	CalWORKs $ 225,000	$ 204,000	$ -	6/30/2018
2	AIDS Project Los Angeles David Geffen Center 611 South Kingsley Drive Los Angeles, CA 90005 Legal Entity (LE) # 00269	2	$ 32,109	$ 32,109	$ 32,109	$ -		$ 32,109	$ -	6/30/2018
3	Alcott Center for Mental Health Services 1433 S. Robertson Blvd. Los Angeles, CA 90035 Legal Entity (LE) # 00177	2	$ 2,054,430	$ 1,918,430	$ 1,918,930	$ 500				6/30/2017
4	Alma Family Services 1000 Corporate Center Drive, Suite 650 Monterey Park, CA 91754 Legal Entity (LE) # 00173	1	$ 12,436,950	$ 10,113,811	$ 12,618,840	$ 2,505,029	CalWORKs $ 1,010,209	$ 11,608,131	$ 1,494,320	6/30/2018
5	Amanecer Community Counseling Services, Inc. 1200 Wilshire Blvd. Suite 510 Los Angeles, CA 90017 Legal Entity (LE) # 00180	1	$ 10,194,901	$ 8,623,841	$ 10,692,894	$ 2,069,053		$ 10,674,712	$ 2,050,871	6/30/2018
6	ASC Treatment Group dba The Anne Sippi Clinic 2457 Endicott Street Los Angeles, CA 90032 Legal Entity (LE) # 00409	1	$ 1,390,700	$ 1,292,732	$ 1,390,700	$ 97,968		$ 1,390,700	$ 97,968	6/30/2018
7	Asian American Drug Abuse Program, Inc. 2900 S. Crenshaw Blvd. Los Angeles, CA 90016 Legal Entity (LE) # 01167	2	$ 593,752	$ 491,031	$ 641,313	$ 150,282				6/30/2017
8	Asian Pacific Health Care Venture, Inc. 4216 Fountain Avenue Los Angeles, CA 90029 Legal Entity (LE) # 01800	3	$ 187,672	$ 187,672	$ 187,672	$ -				6/30/2017
9	ASPIRAnet 400 Oyster Point Blvd. San Francisco, CA 94080 Legal Entity (LE) # 00467	2	$ 1,093,680	$ 1,093,680	$ 1,270,080	$ 176,400		$ 1,270,080	$ 176,400	6/30/2018
10	Barbour and Floyd Medical Associates 2610 Industry Way, Suite A Lynwood, CA 90262 Legal Entity (LE) # 00175	2	$ 3,073,572	$ 2,764,884	$ 3,415,484	$ 650,600				6/30/2017
11	Bayfront Youth and Family Services dba H.V.Group, Inc. 324 East Bixby Road Long Beach, CA 90807 Legal Entity (LE) # 01273	4	$ 2,068,337	$ 1,975,937	$ 2,730,349	$ 754,412				6/30/2017
12	Behavioral Health Services, Inc. 15519 Crenshaw Blvd. Gardena, CA 90249 Legal Entity (LE) # 01150	2	$ 1,019,323	$ 945,179	$ 1,056,145	$ 110,966				6/30/2017
13	Bienvenidos Children's Center, Inc. 316 W. 2nd Street, Suite 800 Los Angeles, CA 90012 Legal Entity (LE) # 00860	1	$ 6,347,064	$ 5,225,662	$ 6,206,450	$ 980,788		$ 6,201,450	$ 975,788	6/30/2018

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14	Braswell Rehabilitation Institute for Development of Growth and Educational Services, Inc. (B.R.I.D.G.E.S) 1977 N. Garey Avenue, Suite 6 Pomona, CA 91767 Legal Entity (LE) # 00274	1	$ 3,421,792	$ 3,105,819	$ 3,353,749	$ 247,930		$ 3,353,249	$ 247,430	6/30/2018
15	California Hispanic Commission on Alcohol and Drug Abuse, Inc. 1419 21st Street Sacramento, CA 95811 Legal Entity (LE) # 01149	Out of County	$ 3,852,862	$ 3,557,238	$ 4,000,424	$ 443,186				6/30/2017
16	California Institute of Health and Social Services, Inc. dba Alafia Mental Health Institute 8929 S. Sepulveda Blvd., Suite 201 Los Angeles, CA 90045 Legal Entity (LE) # 01192	4	$ 3,327,735	$ 2,264,595	$ 2,791,964	$ 527,369		$ 2,789,964	$ 525,369	6/30/2018
17	Center for Integrated Family and Health Services 540 S. Eremland Drive Covina, CA 91723 Legal Entity (LE) # 01209	5	$ 1,764,411	$ 1,331,815	$ 1,867,033	$ 535,218		$ 1,864,533	$ 532,718	6/30/2018
18	Child and Family Center 21545 Centre Point Parkway Santa Clarita, CA 91350 Legal Entity (LE) # 00210	5	$ 9,705,522	$ 7,859,237	$ 9,192,397	$ 1,333,160		$ 9,100,817	$ 1,241,580	6/30/2018
19	Child and Family Guidance Center 9650 Zelzah Avenue Northridge, CA 91325 Legal Entity (LE) # 00207	3	$ 28,895,403	$ 24,352,409	$ 30,105,039	$ 5,752,630	CalWORKs $ 592,656			6/30/2017
20	ChildNet Youth and Family Services, Inc. 4155 Outer Traffic Circle, P.O. Box 4550 Long Beach, CA 90804 Legal Entity (LE) # 00783	4	$ 15,384,254	$ 10,857,585	$ 16,265,021	$ 5,407,436				6/30/2017
21	Children's Bureau of Southern California 1910 Magnolia Avenue Los Angeles, CA 90007 Legal Entity (LE) # 00668	2	$ 15,318,625	$ 12,576,329	$ 16,826,464	$ 4,250,135		$ 16,572,291	$ 3,995,962	6/30/2018
22	Children's Hospital Los Angeles 4650 W. Sunset Blvd., Mail Stop 1 Los Angeles, CA 90027 Legal Entity (LE) # 00179	3	$ 15,057,245	$ 12,134,492	$ 15,324,749	$ 3,190,257		$ 15,324,249	$ 3,189,757	6/30/2018
23	Children's Institute, Inc. 2121 W. Temple Street Los Angeles, CA 90026 Legal Entity (LE) # 00591	2	$ 23,979,613	$ 20,414,363	$ 24,614,480	$ 4,200,117	CalWORKs $ 1,097,762	$ 23,491,718	$ 3,077,355	6/30/2018
24	City of Gardena 1700 W. 162nd Street Gardena, CA 90247 Legal Entity (LE) # 00322	2	$ 33,742	$ 33,742	$ 33,742	$ -				6/30/2017
25	Community Family Guidance Center 10929 South Street, Suite 208-B Cerritos, CA 90703 Legal Entity (LE) # 00181	4	$ 5,963,364	$ 4,973,953	$ 5,986,672	$ 1,012,719				6/30/2017
26	Counseling and Research Associates, Inc. dba Madada Homes 108 W. Victoria Street Gardena, CA 90248 Legal Entity (LE) # 00779	2	$ 15,671,316	$ 13,110,239	$ 17,171,963	$ 4,061,724				6/30/2017

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27	Counseling4Kids 601 S. Glenoaks Blvd., Suite 200 Burbank, CA 91502 Legal Entity (LE) # 00694	5	$ 8,468,215	$ 5,930,344	$ 8,913,493	$ 2,983,149				6/30/2017
28	David & Margaret Home, Inc. 1350 Third Street La Verne, CA 91750 Legal Entity (LE) # 01227	5	$ 2,109,358	$ 2,076,493	$ 2,157,041	$ 80,548				6/30/2017
29	Didi Hirsch Psychiatric Service 4760 S. Sepulveda Blvd. Culver City, CA 90230 Legal Entity (LE) # 00183	2	$ 40,964,085	$ 33,429,627	$ 39,474,829	$ 6,045,202	CalWORKs $ 963,067	$ 38,189,069	$ 4,759,442	6/30/2018
30	Dignity Health dba California Hospital Medical Hospital 1401 S. Grand Avenue Los Angeles, CA 90015 Legal Entity (LE) # 01285	1	$ 2,495,946	$ 1,866,861	$ 2,739,006	$ 872,145				6/30/2017
31	Drew Child Development Corporation, Inc. 1770 E. 118th Street Los Angeles, CA 90059 Legal Entity (LE) # 01181	2	$ 2,680,613	$ 2,831,404	$ 3,342,548	$ 511,144		$ 3,337,548	$ 506,144	6/30/2018
32	D'Veal Corporation dba D'Veal Family and Youth Services 855 N. Orange Grove Blvd., Suite 207 Pasadena, CA 91103 Legal Entity (LE) # 00778	5	$ 10,031,302	$ 7,008,471	$ 10,478,718	$ 3,470,247				6/30/2017
33	Eggleston Youth Centers, Inc. 3701 Stocker St., Suite 205 Los Angeles, CA 90008 Legal Entity (LE) # 01853	2	$ 1,346,539	$ 947,000	$ 1,191,582	$ 244,582		$ 1,191,082	$ 244,082	6/30/2018
34	El Centro de Amistad, Inc. 7038 Owensmouth Ave. Canoga Park, CA 91303 Legal Entity (LE) # 00185	3	$ 4,119,493	$ 2,686,148	$ 4,195,658	$ 1,509,510	CalWORKs $ 592,656	$ 3,588,002	$ 901,854	6/30/2018
35	El Centro Del Pueblo, Inc. 1157 Lemoyne Street Los Angeles, CA 90026 Legal Entity (LE) # 01250	1	$ 1,448,659	$ 2,299,224	$ 2,729,575	$ 430,351				6/30/2017
36	Eldorado Community Services Center 26460 Summit Circle Avenue Santa Clarita, CA 91350 Legal Entity (LE) # 00695	5	$ 1,082,356	$ 617,856	$ 618,356	$ 500				6/30/2017
37	Emotional Health Association dba SHARE! The Self-Help AndRecovery Exchange 6666 Green Valley Circle Culver City, CA 90230 Legal Entity (LE) # 01311	2	$ 2,357,247	$ 973,377	$ 1,733,915	$ 760,538				6/30/2017
38	ENKI Health and Research Systems, Inc. 150 E. Olive Ave., Suite 203 Burbank, CA 91502 Legal Entity (LE) # 00188	5	$ 36,410,317	$ 30,577,879	$ 34,616,380	$ 4,038,501	CalWORKs $ 1,010,209 HFSS $ 200,000	$ 33,165,092	$ 2,587,213	6/30/2018
39	Ettie Lee Homes, Inc. P.O. Box 339 Baldwin Park, CA 91706 Legal Entity (LE) # 00995	1	$ 4,342,712	$ 3,773,143	$ 4,724,671	$ 951,528		$ 4,724,171	$ 951,028	6/30/2018

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40	Exceptional Children's Foundation 8740 Washington Blvd Culver City, CA 90232 Legal Entity (LE) # 01567	2	$ 1,490,863	$ 1,053,827	$ 1,596,526	$ 542,699				6/30/2017
41	Exodus Foundation dba Exodus Foundation 9808 Venice Blvd., Suite 700 Culver City, CA 90232 Legal Entity (LE) #01915	2	$ 9,708,759	$ 7,521,512	$ 7,521,512	$ -				6/30/2017
42	Exodus Recovery 9808 Venice Blvd., Suite 700 Culver City, CA 90232 Legal Entity (LE) # 00527	2	$ 27,312,221	$ 25,978,217	$ 26,410,074	$ 431,857		$ 26,410,074	$ 431,857	6/30/2018
43	Families First, Inc. 251 Llewellyn Avenue Campbell, CA 95008 Legal Entity (LE) # 00120	Out of County	$ 7,764,812	$ 6,668,983	$ 8,229,091	$ 1,560,108				6/30/2017
44	Filipino-American Service Group, Inc. 135 N. Park View Street Los Angeles, CA 90026 Legal Entity (LE) # 00302	1	$ 21,134	$ 21,134	$ 21,134	$ -				6/30/2017
45	Five Acres - The Boys' & Girls' Aid Society of Los Angeles County 760 W. Mountain View Street Altadenta, CA 91001 Legal Entity (LE) # 00647	5	$ 18,735,444	$ 14,195,690	$ 19,116,337	$ 4,920,647		$ 18,940,201	$ 4,744,511	6/30/2018
46	Florence Crittenton Services of Orange County, Inc. dba Crittenton Services for Children and Families 801 East Chapman Ave., Suite 203 Fullerton, CA 92831 Legal Entity (LE) # 00870	Out of County	$ 10,449,098	$ 5,046,015	$ 9,697,331	$ 4,651,316		$ 9,556,195	$ 4,510,180	6/30/2018
47	Foothill Family Service 2500 E. Foothill Blvd., Suite 300 Pasadena, CA 91107 Legal Entity (LE) # 00724	5	$ 15,020,468	$ 11,364,790	$ 14,748,796	$ 3,384,006		$ 14,633,716	$ 3,268,926	6/30/2018
48	For The Child, Inc. 4565 California Ave. Long Beach, CA 90807 Legal Entity (LE) # 00300	4	$ 2,316,648	$ 1,843,678	$ 2,210,966	$ 367,288		$ 2,207,966	$ 364,288	6/30/2018
49	Gateways Hospital and Mental Health Center 1891 Effie Street Los Angeles, CA 90026 Legal Entity (LE) # 00190	1	$ 27,398,884	$ 23,453,654	$ 28,159,558	$ 4,705,904		$ 24,105,219	$ 651,565	6/30/2018
50	Hamburger Home dba Aviva Family and Children's Services dba Aviva Center 7120 Franklin Avenue Los Angeles, CA 90046 Legal Entity (LE) # 00174	3	$ 12,065,581	$ 9,968,510	$ 12,082,603	$ 2,114,093				6/30/2017
51	Hathaway-Sycamores Child and Family Services 210 South DeLacey Avenue, Suite 110 Pasadena, CA 91105 Legal Entity (LE) # 00192	5	$ 45,947,809	$ 37,330,328	$ 43,588,260	$ 6,257,932		$ 43,474,180	$ 6,143,852	6/30/2018
52	HealthView, Inc. dba Harbor View House 921 S. Beacon Street San Pedro, CA 90731 Legal Entity (LE) # 00209	4	$ 1,142,491	$ 1,142,491	$ 1,142,491	$ -		$ 1,142,491	$ -	6/30/2018

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53	Helpline Youth Counseling, Inc. 12440 Firestone Blvd., Suite 1000 Norwalk, CA 90650 Legal Entity (LE) # 01232	4	$ 1,817,881	$ 1,630,134	$ 1,935,032	$ 304,898		$ 1,934,532	$ 304,398	6/30/2018
54	Heritage Clinic and The Community Assistance Program for Seniors 447 N. El Molino Avenue Pasadena, CA 91101 Legal Entity (LE) # 00965	5	$ 4,843,057	$ 4,559,659	$ 4,843,057	$ 283,398				6/30/2017
55	Hillsides 940 Avenue 64 Pasadena, CA 91105 Legal Entity (LE) # 00321	5	$ 17,456,384	$ 12,685,760	$ 16,468,862	$ 3,783,102	CalWORKs $ 875,515	$ 15,583,347	$ 2,897,587	6/30/2018
56	Hillview Mental Health Center, Inc. 12450 Van Nuys Blvd., Suite 200 Pacoima, CA 91331 Legal Entity (LE) # 00194	3	$ 13,374,066	$ 12,051,115	$ 12,990,247	$ 939,132	CalWORKs $ 592,656			6/30/2017
57	Homes for Life Foundation 8939 So. Sepulveda Blvd., Suite 460 Los Angeles, CA 90045 Legal Entity (LE) # 00508	4	$ 1,839,451	$ 1,545,179	$ 1,941,305	$ 396,126		$ 1,941,305	$ 396,126	6/30/2018
58	Institute for Family Centered Services, Inc. 9166 Anaheim Place, Suite 200 Rancho Cucamonga, CA 91730 Legal Entity (LE) # 01981	5	$ 2,796,600	$ 4,296,600	$ 4,989,600	$ 693,000		$ 4,989,600	$ 693,000	6/30/2018
59	Institute for Multicultural Counseling & Education Services, Inc. (I.M.C.E.S.) 3580 Wilshire Blvd., Suite 2000 Los Angeles, CA 90010 Legal Entity (LE) # 00699	2	$ 4,549,431	$ 3,928,033	$ 4,696,020	$ 767,987		$ 4,616,913	$ 688,880	6/30/2018
60	Jewish Family Service of Los Angeles 3580 Wilshire Blvd., Suite 700 Los Angeles, CA 90010 Legal Entity (LE) # 01521	2	$ 2,452,077	$ 2,304,529	$ 2,305,029	$ 500				6/30/2017
61	Junior Blind of America 5300 Angeles Vista Boulevard Los Angeles, CA 90043 Legal Entity (LE) # 01798	2	$ 1,454,467	$ 1,454,467	$ 1,454,467	$ -				6/30/2017
62	JWCH Institute, Inc. 5650 Jillson Street Commerce, CA 90040 Legal Entity (LE) # 01563	1	$ 2,407,419	$ 1,304,006	$ 2,357,419	$ 1,053,413				6/30/2017
63	Kedren Community Health Center, Inc. 4211 S. Avalon Blvd. Los Angeles, CA 90011 Legal Entity (LE) # 00197	2	$ 39,246,936	$ 35,527,092	$ 38,751,138	$ 3,224,046		$ 38,661,558	$ 3,134,466	6/30/2018
64	Korean American Family Services, Inc. 3727 W. 6th Street, Suite 320 Los Angeles, CA 90020 Legal Entity (LE) # 01794	3	$ 258,887	$ 199,922	$ 258,887	$ 58,965				6/30/2017
65	Koreatown Youth and Community Center, Inc. 3727 W. 6th Street, Suite 300 Los Angeles, CA 90020 Legal Entity (LE) # 00326	2	$ 838,413	$ 775,874	$ 863,186	$ 87,312		$ 862,686	$ 86,812	6/30/2018

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66	LeRoy Haynes Center for Children and Family Services, Inc. 233 West Baseline Road La Verne, CA 91750 Legal Entity (LE) # 00697	5	$ 4,195,040	$ 3,627,905	$ 4,587,557	$ 959,652				6/30/2017
67	Los Angeles Child Guidance Clinic 3787 S. Vermont Ave. Los Angeles, CA 90007 Legal Entity (LE) # 00199	2	$ 19,857,727	$ 17,593,852	$ 21,096,009	$ 3,502,157		$ 21,066,009	$ 3,472,157	6/30/2018
68	Los Angeles LGBT Center 1625 N. Schrader Blvd. McDonald/Wright Building Los Angeles, CA 90028 Legal Entity (LE) # 00304	3	$ 1,682,122	$ 1,349,122	$ 1,349,122	$ -		$ 1,349,122	$ -	6/30/2018
69	Maryvale 7600 E. Graves Avenue Rosemead, CA 91770 Legal Entity (LE) # 01034	1	$ 3,708,705	$ 3,255,945	$ 4,332,809	$ 1,076,864				6/30/2017
70	McKinley Children's Center, Inc. 762 W. Cypress Street San Dimas, CA 91773 Legal Entity (LE) # 00971	5	$ 4,054,999	$ 3,394,022	$ 4,332,635	$ 938,613				6/30/2017
71	Mental Health America of Los Angeles 100 West Broadway, Suite 5010 Long Beach, CA 90802 Legal Entity (LE) # 00200	4	$ 17,949,122	$ 17,729,177	$ 18,160,711	$ 431,534				6/30/2017
72	New Directions, Inc. 11303 Wilshire Blvd., V.A.Bldg. 116 Los Angeles, CA 90073 Legal Entity (LE) # 01142	3	$ 114,718	$ 114,218	$ 114,718	$ 500				6/30/2017
73	Ocean Park Community Center 1453 16th Street Santa Monica, CA 90404 Legal Entity (LE) # 00305	3	$ 2,023,148	$ 1,587,438	$ 5,985,618	$ 4,398,180		$ 5,985,618	$ 4,398,180	6/30/2018
74	Olive Crest 2130 E. Fourth Street, Suite 200 Santa Ana, CA 92705 Legal Entity (LE) # 00518	1	$ 2,959,377	$ 2,722,310	$ 3,105,867	$ 383,557		$ 3,105,367	$ 383,057	6/30/2018
75	One In Long Beach, Inc. 2017 E. 4th Street Long Beach, CA 90814 Legal Entity (LE) # 00859	4	$ 282,199	$ 216,000	$ 282,199	$ 66,199				6/30/2017
76	Optimist Boys' Home and Ranch, Inc. 6957 N. Figueroa St., P.O. Box 41-1070 Los Angeles, CA 90042 Legal Entity (LE) # 00781	1	$ 7,758,886	$ 6,263,150	$ 7,153,134	$ 889,984				6/30/2017
77	Pacific Asian Counseling Services 8616 La Tijera Blvd., Suite 200 Los Angeles, CA 90045 Legal Entity (LE) # 00579	2	$ 4,381,986	$ 3,031,558	$ 4,551,361	$ 1,519,803	CalWORKs $ 505,105			6/30/2017
78	Pacific Clinics 800 S. Santa Anita Avenue Arcadia, CA 91006 Legal Entity (LE) # 00203	5	$ 93,717,344	$ 82,071,519	$ 95,975,304	$ 13,903,785	CalWORKs $ 1,346,946 HFSS $ 125,000	$ 94,463,358	$ 12,391,839	6/30/2018

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79	Pacific Lodge Youth Services, Inc. 4900 Serrania Avenue Woodland Hills, CA 91364 Legal Entity (LE) # 01204	3	$ 3,380,529	$ 2,629,489	$ 3,473,973	$ 844,484		$ 3,465,473	$ 835,984	6/30/2018
80	Para Los Ninos 500 South Lucas Avenue Los Angeles, CA 90017 Legal Entity (LE) # 01169	1	$ 2,436,170	$ 1,215,719	$ 2,560,414	$ 1,344,695		$ 2,555,914	$ 1,340,195	6/30/2018
81	Pasadena Unified School District 351 South Hudson Avenue Pasadena, CA 91109 Legal Entity (LE) # 01228	5	$ 2,903,592	$ 2,382,269	$ 3,145,094	$ 762,825				6/30/2017
82	Pediatric & Family Medical Center dba Eisner Pediatric & Family Medical Center 1500 South Olive Street Los Angeles, CA 90015 Legal Entity (LE) # 00711	1	$ 1,135,059	$ 907,926	$ 1,219,894	$ 311,968				6/30/2017
83	Penny Lane Centers dba Penny Lane 15305 Rayen Street North Hills, CA 91343 Legal Entity (LE) # 00201	3	$ 29,316,369	$ 21,177,418	$ 29,332,698	$ 8,155,280	CalWORKs $ 673,471 HFSS $ 125,000			6/30/2017
84	Personal Involvement Center, Inc. 8220 S. San Pedro Street Los Angeles, CA 90003 Legal Entity (LE) # 01194	2	$ 4,365,953	$ 3,827,324	$ 4,588,817	$ 761,493		$ 4,588,317	$ 760,993	6/30/2018
85	Phoenix Houses of Los Angeles, Inc. 11600 Eldridge Avenue Lake View Terrance, CA 91342 Legal Entity (LE) # 00805	3	$ 3,834,996	$ 3,138,122	$ 4,185,619	$ 1,047,497				6/30/2017
86	Project Return Peer Support Network*** 6055 E. Washington Blvd., Ste 900 Commerce, CA 90040 Legal Entity (LE) # 01961	1	$ 3,056,901	$ 1,995,235	$ 2,745,235	$ 750,000		$ 2,745,235	$ 838,000	6/30/2018
87	PROTOTYPES, Centers for Innovation in Health, Mental Health and Social Services 1000 N. Alameda Street, Suite 390 Los Angeles, CA 90012 Legal Entity (LE) # 00838	1	$ 9,163,750	$ 7,696,022	$ 9,101,483	$ 1,405,461	CalWORKs $ 538,778 HFSS $ 125,000			6/30/2017
88	Pathways Community Services, LLC 4281 Katella Ave., Suite 201 Los Alamitos, CA 90720 Legal Entity (LE) # 00801	Out of County	$ 7,660,553	$ 6,457,767	$ 7,685,001	$ 1,227,234	CalWORKs $ 471,431			6/30/2017
89	Providence Saint John's Health Center 1339 20th Street Santa Monica, CA 90404 Legal Entity (LE) # 00217	3	$ 2,892,549	$ 2,837,451	$ 3,024,527	$ 187,076		$ 3,022,527	$ 185,076	6/30/2018
90	Rosemary Children's Services 36 S. Kinneloa Avenue, Suite #200 Pasadena, CA 91107 Legal Entity (LE) # 00848	5	$ 3,057,071	$ 2,852,598	$ 3,266,714	$ 414,116		$ 3,264,214	$ 411,616	6/30/2018

Item No.	CONTRACTOR Legal Entity (LE) No.	Sup. District (HQ)	Current MCA for FY 2015-16	Current MCA for FY 2016-17 & FY 2017-18 (a)	Revised MCA * FY 2016-17 (b)	FY 2016-17 Variance (c)=(b)-(a)	CalWORKs & HFSS FY 2016-17	Revised MCA FY 2017-18 (d)	FY 17-18 Variance (e)=(d)-(a)	Contract Expiration Date
91	San Fernando Valley Community Mental Health Center, Inc. Community Mental Health Center, Inc. 16360 Roscoe Blvd., 2nd Floor Van Nuys, CA 91406 Legal Entity (LE) # 00208	3	$ 37,611,542	$ 33,116,355	$ 36,278,527	$ 3,162,172	CalWORKs $ 592,656 HFSS $ 125,000			6/30/2017
92	San Gabriel Children's Center, Inc. 2200 E. Route 66 Glendora, CA 91740 Legal Entity (LE) # 00320	5	$ 4,016,952	$ 2,818,863	$ 3,834,535	$ 1,015,672		$ 3,833,535	$ 1,014,672	6/30/2018
93	SHIELDS for Families 11601 South Western Avenue Los Angeles, CA 90047 Legal Entity (LE) # 00558	2	$ 12,697,015	$ 9,809,834	$ 13,167,660	$ 3,357,826	CalWORKs $ 457,962 HFSS $ 200,000			6/30/2017
94	Social Model Recovery Systems, Inc. 223 East Rowland Street Covina, CA 91723 Legal Entity (LE) # 00212	5	$ 4,192,033	$ 3,936,785	$ 4,016,033	$ 79,248		$ 4,015,533	$ 78,748	6/30/2018
95	South Bay Children's Health Center Association, Inc. 410 S. Camino Real Redondo Beach, CA 90277 Legal Entity (LE) # 00213	4	$ 1,041,181	$ 858,031	$ 1,113,264	$ 255,233				6/30/2017
96	Southern California Health and Rehabilitation Program (SCHARP) 2610 Industry Way, Suite A Lynwood, CA 90262 Legal Entity (LE) # 00506	2	$ 14,561,756	$ 11,415,975	$ 13,310,422	$ 1,894,447	CalWORKs $ 457,962			6/30/2017
97	Special Service for Groups 905 E. 8th Street Los Angeles, CA 90021 Legal Entity (LE) # 00214	1	$ 43,573,732	$ 39,190,900	$ 44,712,949	$ 5,522,049	CalWORKs $ 336,737	$ 44,326,269	$ 5,135,369	6/30/2018
98	SPIRITT Family Services, Inc. 8000 Painter Avenue Whittier, CA 90602 Legal Entity (LE) # 01160	1	$ 1,921,836	$ 1,801,043	$ 2,173,253	$ 372,210				6/30/2017
99	St. Anne's Maternity Home 155 North Occidental Blvd. Los Angeles, CA 90026 Legal Entity (LE) # 01186	1	$ 4,297,089	$ 4,017,317	$ 5,039,537	$ 1,022,220		$ 4,539,037	$ 521,720	6/30/2018
100	St. Francis Medical Center 3630 East Imperial Highway Lynwood, CA 90262 Legal Entity (LE) # 01366	2	$ 3,074,317	$ 2,503,388	$ 3,310,957	$ 807,569				6/30/2017
101	St. Joseph Center 204 Hampton Drive Venice, CA 90291 Legal Entity (LE) # 00218	3	$ 4,694,193	$ 4,021,512	$ 3,989,288	$ (32,224)				6/30/2017
102	Star View Behavioral 1501 Hughes Way, Suite 150 Long Beach, CA 90810 Legal Entity (LE) # 00543	4	$ 42,452,981	$ 32,267,721	$ 45,785,028	$ 13,517,307				6/30/2017
103	Step Up on Second Street, Inc. 1328 Second Street Santa Monica, CA 90401 Legal Entity (LE) # 00215	3	$ 7,117,506	$ 4,643,247	$ 6,144,032	$ 1,500,785				6/30/2017

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104	Stirling Academy, Inc. 6931 Van Nuys Blvd., Suite 102 Van Nuys, CA 91405 Legal Entity (LE) # 00216	3	$ 2,598,715	$ 2,629,368	$ 3,413,526	$ 784,158		$ 3,412,026	$ 782,658	6/30/2018
105	SunBridge Harbor View Rehabilitation Center, Inc. dba Harbor View Adolescent Center 490 West 14th Street Long Beach, CA 90813 Legal Entity (LE) # 00206	4	$ 5,707,121	$ 5,281,936	$ 5,902,395	$ 620,459				6/30/2017
106	Tarzana Treatment Centers, Inc. 18646 Oxnard Street Tarzana, CA 91356 Legal Entity (LE) # 01156	3	$ 10,360,130	$ 8,967,085	$ 10,544,745	$ 1,577,660				6/30/2017
107	Telecare Corporation 1080 Marina Village Parkway # 100 Alameda, CA 94501 Legal Entity (LE) # 00108	All	$ 23,135,934	$ 22,817,787	$ 26,379,709	$ 3,561,922				6/30/2017
108	Tessie Cleveland Community Services Corporation 8019 S. Compton Avenue Los Angeles, CA 90001 Legal Entity (LE) # 01379	2	$ 14,953,320	$ 13,005,912	$ 15,959,997	$ 2,954,085				6/30/2017
109	The Children's Center of the Antelope Valley 45111 Fern Avenue Lancaster, CA 93534 Legal Entity (LE) # 01066	5	$ 1,990,987	$ 1,149,950	$ 2,068,884	$ 918,934				6/30/2017
110	The Guidance Center 1301 Pine Avenue Long Beach, CA 90813 Legal Entity (LE) # 00191	4	$ 14,901,017	$ 11,154,152	$ 15,660,727	$ 4,506,575	CalWORKs $ 536,025			6/30/2017
111	The Help Group Child and Family Center 13130 Burbank Blvd. Sherman Oaks, CA 91401 Legal Entity (LE) # 00198	3	$ 13,337,389	$ 11,012,698	$ 12,693,634	$ 1,680,936	CalWORKs $ 592,656	$ 12,100,478	$ 1,087,780	6/30/2018
112	The Institute for the Redesign of Learning 205 Pasadena Avenue South Pasadena, CA 91030 Legal Entity (LE) # 00171	5	$ 11,499,677	$ 10,162,568	$ 12,106,410	$ 1,943,842				6/30/2017
113	The Los Angeles Free Clinic dba Saban Community Clinic 8405 Beverly Blvd. Los Angeles, CA 90048 Legal Entity (LE) # 00323	3	$ 1,684,174	$ 1,684,174	$ 1,684,174	$ -		$ 1,684,174	$ -	6/30/2018
114	The Regents of the University of California, Los Angeles (TIES for Adoption) 11000 Kinross Avenue, Suite 211 Los Angeles, CA 90095 Legal Entity (LE) # 00984	3	$ 1,874,667	$ 1,502,431	$ 1,976,584	$ 474,153				6/30/2017
115	The Village Family Services 6736 Laurel Canyon Blvd., Suite 200 North Hollywood, CA 91606 Legal Entity (LE) # 01224	3	$ 5,525,381	$ 3,570,879	$ 5,324,823	$ 1,753,944				6/30/2017
116	The Whole Child - Mental Health & Housing Services 10155 Colima Road Whittier, CA 90603 Legal Entity (LE) # 00195	4	$ 6,710,703	$ 5,294,962	$ 6,998,510	$ 1,703,548		$ 6,861,874	$ 1,566,912	6/30/2018

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117	Tobinworld 920 E. Broadway Glendale, CA 91205 Legal Entity (LE) # 01171	5	$ 1,624,972	$ 1,215,616	$ 1,734,176	$ 518,560		$ 1,731,676	$ 516,060	6/30/2018
118	Topanga-Roscoe Corporation dba Topanga West Guest Home 22115 Roscoe Blvd. Canoga Park, CA 91304 Legal Entity (LE) # 00630	5	$ 758,324	$ 758,324	$ 758,324	$ -		$ 758,324	$ -	6/30/2018
119	Trinity Youth Services 11057 Basye Street El Monte, CA 91731 Legal Entity (LE) # 01026	1	$ 1,516,272	$ 1,083,904	$ 1,414,069	$ 330,165		$ 1,413,069	$ 329,165	6/30/2018
120	United American Indian Involvement, Inc. 1125 West Sixth Street, Suite 103 Los Angeles, CA 90017 Legal Entity (LE) # 00938	1	$ 3,006,355	$ 2,658,375	$ 3,154,932	$ 496,557		$ 3,154,432	$ 496,057	6/30/2018
121	University Muslin Medical Association (UMMA) 711 W. Florence Avenue Los Angeles, CA 90044 Legal Entity (LE) # 01806	2	$ 692,280	$ 692,280	$ 692,280	$ -				6/30/2017
122	VIP Community Mental Health Center, Inc. (VIP CMHC) 1721 Griffin Avenue Los Angeles, CA 90031 Legal Entity (LE) # 01044	1	$ 11,417,484	$ 10,011,179	$ 11,690,728	$ 1,679,549				6/30/2017
123	Vista Del Mar Child and Family Services 3200 Motor Avenue Los Angeles, CA 90034 Legal Entity (LE) # 00196	2	$ 11,625,488	$ 10,171,642	$ 11,716,225	$ 1,544,583		$ 11,715,725	$ 1,544,083	6/30/2018
124	Watts Labor Community Action Committee-WLCAC 10950 S. Central Avenue Los Angeles, CA 90059 Legal Entity (LE) # 00310	2	$ 417,849	$ 417,849	$ 417,849	$ -				6/30/2017
125	Westside Center for Independent Living, Inc. 12901 Venice Blvd. Los Angeles, CA 90066 Legal Entity (LE) # 00316	2	$ 192,992	$ 192,992	$ 192,992	$ -		$ 192,992	$ -	6/30/2018
126	WISE & Healthy Aging 1527 4th Street, 3rd Floor Santa Monica, CA 90401 Legal Entity (LE) # 01559	3	$ 409,415	$ 409,415	$ 409,415	$ -				6/30/2017
127										
127	**Alpine Special Treatment Center, Inc. 2120 Alpine Blvd. Alpine, CA 91901 Legal Entity (LE) #00324	Out of County	$ -	$ -	$ -	$ -				6/30/2017
128	**AMADA Enterprises, Inc. dba View Heights Convalescent Hospital 12619 S. Avalon Blvd. Los Angeles, CA 90061 Legal Entity (LE) # 00324	2	$ -	$ -	$ -	$ -		$ -		6/30/2018
129	**KF Community Care, LLC 2335 S. Mountain Ave. Duarte, CA 91010 Legal Entity (LE) # 01727	5	$ -	$ -	$ -	$ -		$ -		6/30/2018

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130	**Landmark Medical Services, Inc. 2030 North Garey Avenue Pomona, CA 91767 Legal Entity (LE) # 00313	1	$ -	$ -	$ -	$ -		$ -		6/30/2018
131	**San Gabriel Valley Convalescent Hospital, Inc. dba Penn Mar Therapeutic Center 260 E. Brown Street, Suite 315 Birmingham, MI 48009 Legal Entity (LE) # 00308	1	$ -	$ -	$ -	$ -		$ -		6/30/2018
132	**SunBridge Braswell Enterprises, Inc. dba Olive Vista a Center for Problems of Living, Laurel Park, & Sierra Vista 2335 South Towne Street Pomona, CA 91766 Legal Entity (LE) #00279	1	$ -	$ -	$ -	$ -				6/30/2017
133	**SunBridge Meadowbrook Rehabilitation Center dba Meadowbrook Manor, a wholly-owned subsidiary of Regency Health Services, Inc. 3951 East Blvd. Los Angeles, CA 90066 Legal Entity (LE) # 00314	2	$ -	$ -	$ -	$ -		$ -		6/30/2018
134	**SunBridge Shandin Hills Rehabilitation Center dba Shandin Hills Behavior Therapy Center, a wholly-owned subsidiary of Regency Health Services, Inc. 4164 North 4th Avenue San Bernardino, CA 92408 Legal Entity (LE) # 01207	Out of County	$ -	$ -	$ -	$ -		$ -		6/30/2018
	TOTAL		**$1,136,945,141**	**$950,629,815**	**$1,156,545,469**	**$ 205,915,654**	**$14,369,459**	**$642,483,248**	**$93,962,050**	

* MCA for FY 2016-17 includes CalWORKs and HFSS annual allocations
** Legal Entity - Institutions for Mental Disease (LE-IMD) contracts do not have Maximum Contract Amount, as services are purchased on an as-needed basis and are limited to DMH's Appropriation budgeted for IMD beds

*** For Project Return - FY 2016-17 MCA - $1,995,235, FY 2017-18 MCA - $1,907,235

LAC DMH
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

ROBIN KAY, Ph.D.
Acting Director
DENNIS MURATA, M.S.W.
Acting Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

May 16, 2015

TO: Each Supervisor

Robin Kay, Ph.D.

FROM: Robin Kay, Ph.D.
Acting Director

SUBJECT: **NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY TO APPROVE A PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE MAXIMUM CONTRACT AMOUNTS FOR ALL 134 DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENTS**

This is to advise your Board that the Department of Mental Health (DMH) is scheduling a Board letter for the May 31, 2016, agenda requesting approval to amend 134 Legal Entity (LE) Agreements with existing contractors to: 1) ensure uniformity of terms and conditions in all DMH LE Agreements; 2) ensure continuity of care; 3) revise the Maximum Contract Amounts (MCAs); and 4) continue providing California Work Opportunity and Responsibility to Kids funding to twenty of the 134 LE Agreements and Homeless Families Solution System funding to six of the twenty LE Agreements receiving CalWORKs funds to continue mental health services without interruption for Fiscal Year 2016-17. The Board letter also requests an additional fifteen percent for a total of twenty-five percent delegated authority to increase the revised MCAs of these LE Agreements.

In accordance with Board of Supervisors Policy No. 5.120, prior Board notice is required for any department requesting delegated authority to increase Board-approved contracts over ten percent. On June 9, 2015, your Board granted DMH the delegated authority to increase the MCAs of its LE Agreements not to exceed 25 percent. This request is to continue the same delegated authority percentage in Fiscal Year 2016-17.

JUSTIFICATION

This authority will allow DMH greater capacity to amend the LE Agreements to implement new funding streams, programs, and services in an expeditious manner. It will also allow DMH and its LE Contractors to maintain business continuity in the provision of current mental health services to severely and persistently mentally ill adults and seriously emotionally disturbed children, adolescents, and their families throughout Los Angeles County. In most instances where speed and response time are of key importance, the increased delegated authority will allow DMH and its network of

contract agencies to maximize, prioritize, and increase access to services on a continuous and ever-increasing basis to its ever-growing clientele, which more effectively meets the County's mission, "To Enrich Lives Through Effective And Caring Service."

Should there be a need to exceed the twenty-five percent delegated authority, DMH will return to your Board with a request for authority to amend the contracts accordingly.

NOTIFICATION TIMELINE

Consistent with the procedures of Board Policy No. 5.120, we are informing your Board of our intention to proceed with filing the Board letter with the Executive Office of the Board of Supervisors for the May 31, 2016, Board meeting.

If you have any questions or concerns please contact me, or your staff may contact Angel Baker, Interim Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:DM:AB:sk

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Dennis Murata, M.S.W.
Kimberly Nall
Angel Baker