COUNTY OF LOS ANGELES

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Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

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BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

March 13, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 March 13, 2012

SACHI A. HAMAI
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 ENTER INTO A LEGAL ENTITY AGREEMENT WITH JUNIOR BLIND OF AMERICA FOR SPECIALIZED MENTAL HEALTH SERVICES TO FOSTER CARE CHILDREN, YOUTH, AND THEIR FAMILIES (SUPERVISORIAL DISTRICT: 2) (3 VOTES)

SUBJECT

Request approval to enter into a Legal Entity Agreement with Junior Blind of America to provide specialized mental health services to medically fragile, chronically ill and multi-disabled foster care children, youth, and their families.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Legal Entity (LE) Mental Health Services Agreement (Agreement), substantially similar to Attachment I, with Junior Blind of America (Junior Blind) for the provision of specialized mental health services for the medically fragile, chronically ill and multi-disabled foster care children, youth and their families. The Agreement will be effective upon Board approval, through June 30, 2014. The Fiscal Year (FY) 2011-12 Maximum Contract Amount (MCA) will be $484,824. The MCA for FY 2012-13 and FY 2013-14 will be $1,454,467 per fiscal year.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Agreement provided that: 1) the County's total payments to the Contractor does not exceed a 10 percent increase from the applicable Board approved annual MCA; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3)

your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to any such amendment; 5) County and Contractor may, by written amendments, reduce programs or services without reference to the 10 percent limitation and revise the applicable MCA; provided that any amendment which reduces programs or services will be consistent with the principles agreed to in DMH's stakeholders' process; and 6) the Director notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Mental Health (DMH) requests Board approval to enter into a LE Agreement with Junior Blind to provide countywide Enhanced Specialized Foster Care Mental Health Services to children from birth to age 21 who are in foster care or at risk of being placed in foster care, who have been diagnosed with severe emotional disturbance and who are medically fragile, chronically ill and/or multi-disabled.

Children and youth in this target population have unique mental health needs requiring highly specialized mental health services to help them cope with complex issues ranging from medication compliance and pain management to developmental delays and the impact of social isolation and separation from their families due to prolonged medical and psychiatric hospitalizations. They lack motivation and ability to fully participate in mental health and medical treatments, which in turn, puts them at an increased risk of self-harm and deteriorating physical health.

In the 1980's, Junior Blind established a Children's residential program to provide a nurturing, structured and therapeutic treatment environment for children and adolescents, both sighted and visually impaired, between the ages of 5 and 21 who are medically fragile and/or have multiple disabilities. This agency has demonstrated the ability to start up new programs quickly and has experienced staff.

Junior Blind has already developed an Enhanced Specialized Foster Care Mental Health Services program that will advance Katie A Strategic Plan goals and provide the target population with continuous access to quality mental health services. Since this program is also consistent with DMH's goal to provide quality mental health service to Katie A. foster care children and youth and their families, DMH intends to contract with Junior Blind to promote safety, permanency and well being.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total cost of this Agreement for FY 2011-12 is $484,824, fully funded by Federal Financial Participation (FFP) Medi-Cal in the amount of $ 242,412, AB100 Realignment in the amount of $209,395 and Intrafund Transfer from the Department of Children and Family Services (DCFS) in the amount of $33,017. Funding for the Agreement is included in the FY 2011-12 Final Adopted Budget.

Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Junior Blind has over 30 years of experience serving the medically fragile, chronically ill and/or multi-disabled children and youth and their families. Its Enhanced Specialized Foster Care Mental Health Services are focused on outcomes, including the performance and outcome measures identified in the Qualitative Service Review section of the Katie A. Strategic Plan as follows:

- Meet each child/youth's most critical needs through an individualized set of strategies, supports and critical interventions;
- Help children, youth and families build skills for coping with interacting serious emotional disturbances, medical illnesses, and physical and developmental disabilities;
- Facilitate family reunification and meet needs for safety, permanency, and stability;
- Use evidence-based and other best mental health practices;
- Integrate child welfare, primary and specialty health care, and all other relevant services and resources, and
- Respect, reflect and incorporate the cultural beliefs/practices and the strengths and preferences of each child/youth and their families.

The attached Agreement format has been approved as to form by County Counsel. The CEO has been advised of the proposed actions. Clinical and administrative staff of DMH will administer and monitor the Agreement, evaluate programs to ensure that quality services are being provided to clients, and ensure that agreement provisions and departmental policies are followed.

CONTRACTING PROCESS

DMH notified your Board on January 24, 2012, of its intent to negotiate a Legal Entity Agreement with Junior Blind (Attachment II). DMH has numerous LE Agreements for the provision of mental health services and is recommending a LE Agreement with this new provider because of its capacity to provide specialized mental health services to this special population of children. The required Sole Source contract Checklist (Attachment III), identifying and justifying the need for a sole source contract has been reviewed and approved by the CEO.

Upon Board approval, DMH will work with Junior Blind to develop and coordinate the delivery of comprehensive, family-centered, and culturally-competent mental health services specifically targeted to children and youth, from birth to 21 years of age, and their families.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will enable DMH to advance the goals of the Katie A. Strategic Plan and provide needed specialized mental health services to highly vulnerable DCFS involved children and youth who are medically fragile, chronically ill or multi-disabled with mental health needs. This target population will have a better, more viable alternative for meeting their mental health service needs which will result in fewer hospitalizations and a reduction in the high costs associated with psychiatric

and medical hospitalizations.

Respectfully submitted,

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

MJS:BM:RK:JG

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission
Director, Department of Children and Family Services

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

CONTRACTOR: Junior Blind of America

TBA
Contract Number

Business Address:
5300 Angeles Vista Boulevard

Reference Number(s)

Los Angeles, CA 90043

TBA
Legal Entity Number

Provider Number(s) TBA

Contractor Headquarters' Supervisorial District 2

Mental Health Service Area(s) _____ OR Countywide X

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

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director Bryan Mershon

Lead Manager Gita Cugley

K: S X --or-- U_____

LEGAL ENTITY AGREEMENT FY 11-12 5/12/2011

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DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this __ day of _____, 2012, by and between the County of Los Angeles (hereafter "County"), and Junior Blind of America (hereafter "Contractor") with the following business address at 5300 Angeles Vista Boulevard
Los Angeles, CA 90043

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

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

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

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

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of the Social Security Act; California Penal Code (PC) Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations; 45 Code of Federal Regulations Parts 160

and 164 and WIC Section 5328 et seq.; State Department of Mental Health's (SDMH) Cost Reporting/Data Collection Manual (CR/DC); Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; SDMH's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget Circular A-122 (Cost principles for non-profit organizations); Federal Office of Management and Budget Circular A-133 (Audits of states, local governments, and non-profit organizations); Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by SDMH; and/or for State Department of Health Services (SDHS); and

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

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal

Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other

community partners.

- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

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

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

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with

courtesy, dignity, and respect.

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

Service Access

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

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

Service Environment

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

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

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

1. **TERM**:

A. Initial Period: The Initial Period of this Agreement shall commence on Board approval and shall continue in full force and effect through June 30, 2012.

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

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2012 and shall continue

in full force and effect through June 30, 2013.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2013 and shall continue in full force and effect through June 30, 2014.

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

3. **IMMEDIATE TERMINATION BY COUNTY**:

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

(1) Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

(2) Contractor has failed to comply with any of the provisions of Paragraphs 18 (NONDISCRIMINATION IN SERVICES), 19 (NONDISCRIMINATION IN EMPLOYMENT), 21 (INDEMNIFICATION AND INSURANCE), 22 (WARRANTY AGAINST CONTINGENT FEES), 23 (CONFLICT OF INTEREST), 28 (DELEGATION AND ASSIGNMENT), 29 (SUBCONTRACTING), 34 (CHILD SUPPORT COMPLIANCE PROGRAM), 48 (CERTIFICATION OF DRUG-FREE WORK PLACE), 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 63 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

(3) In accordance with Paragraphs 35 (TERMINATION FOR INSOLVENCY), 36 (TERMINATION FOR DEFAULT), 37 (TERMINATION FOR IMPROPER CONSIDERATION), 49 (COUNTY LOBBYISTS), and/or 64 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

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

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

(2) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of Director or his designee, except

that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement; and

(3) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 45 (PURCHASES), the same shall be immediately returned to County.

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

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 65 (NOTICES).

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

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

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

5. **DESCRIPTION OF SERVICES/ACTIVITIES**: Contractor shall provide those mental health services identified on the Financial Summary and Service Exhibit(s) of this Agreement and as described in the Contractor's Negotiation Package for this Agreement, as approved in writing by Director. The quality of services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

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

Contractor shall not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning or during the fiscal year. In

addition, when County cuts the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing services for those clients linked to that funding. Contractor shall also thereafter make referrals of those clients to County or other appropriate agencies.

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

Contractor shall be responsible for delivering medically necessary mental health services to clients that are enrolled in the Healthy Way LA Health Care Initiative (HWLA) Program, and Contractor shall serve such HWLA clients within the mandated time frame established by the Low Income Health Plan guidelines. Clients that are enrolled in the HWLA Program shall be given priority over other indigent/uninsured clients.

Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.Contractors shall not be eligible to provide mental health services claimable under the Mental Health Services Act (MHSA) unless Contractor has been found to be eligible to provide mental health services as follows: (1) Contractor has submitted to the County a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) for the provision of such services; Contractors has met the minimum qualifications listed in the RFSQ and has been selected for recommendation for placement on a MHSA Master Agreement eligibility list; and Contractor has demonstrated experience and training in its specialized field and has been selected to provide MHSA services pursuant to a Request for Services, or (2) Contractor intends to transform a portion of its services to MHSA services, Contractor has submitted a mid-year change to the Negotiation Package outlining the planned transformation and County has approved Contractor to provide MHSA services through the transformation process. Placement on the Master Agreement eligibility list does not guarantee that Contractor will be selected to provide mental health services claimable as MHSA services. In order to provide mental health services claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a Request for Services or be approved by the County to provide MHSA service through the transformation process.

6. **FINANCIAL PROVISIONS**: In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Attachment

II, Financial Exhibit A (FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

7. **PRIOR AGREEMENT(S) SUPERSEDED**:

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

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
N/A	N/A	N/A

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

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

C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in Subparagraph 7.A, the total reimbursement by County to Contractor under all these Agreements for Fiscal Year N/A shall not exceed N/A DOLLARS ($_____); and for Fiscal Year N/A shall not exceed N/A DOLLARS ($_____); and for Fiscal Year N/A shall not exceed N/A DOLLARS ($_____).

The supersession by this Agreement is not intended to replace ongoing programs and/or special provisions (such as, deeds, leases, rentals, or space use) which are implemented by special amendments to the agreement listed in Paragraph 7.A. above with Contractors. Such ongoing programs and special provisions set forth in special amendments can only be affected by a written contract amendment that refers specifically to the provisions set forth in the Amendment.

For information on amendment(s) for special provisions for such ongoing programs and/or special services, see Exhibit(s) N/A. (If applicable, this attachment has been included under the Table of Contents in the Attachments Section.)

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

A. Staff providing services under this Agreement shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5603 and all other applicable

requirements of the California Business and Professions Code, WIC, CCR, CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.

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

C. During the Term of this Agreement, Contractor shall twice per year, by December 31st and June 30th, provide County with accurate and complete item control reports identifying all persons providing services under this Agreement. Such report shall be in the manner and format determined by the County and shall include, but shall not be limited to, the name, title, professional degree, language capability(ies), and license of the persons providing services or performing work under this Agreement. The reports are to be forwarded to the address(es) and person(s) identified in Paragraph 65 (NOTICES).

D. Not withstanding the above, at all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Agreement.

9. **STAFF TRAINING AND SUPERVISION**: Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy. Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to HIPAA and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, CR/DC Manual (as applicable), and other State and County policies and procedures as well as on any other matters that County may reasonably require.

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

agents, and subcontractors.

10. **PROGRAM SUPERVISION, MONITORING AND REVIEW**:

A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.

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

C. In the event of a State audit of this Agreement, if State auditors disagree with County's official written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.

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

11. **PERFORMANCE STANDARDS AND OUTCOME MEASURES**: The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards and outcome measures, including but not limited to those performance standards and outcome measures required by specific federal or State rules for entities

receiving their funding, those identified in Attachment XI and performance standards and/or outcome measures provided in the applicable MHSA Service Exhibits.

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

12. **QUALITY MANAGEMENT PROGRAM**:

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

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

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

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

13. **RECORDS AND AUDITS**:

A. Records:

(1) Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer and other personnel under this Agreement in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized

representatives and designees of County, State, and/or federal governments during the term of this Agreement and during the applicable period of records retention. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection, review, and/or audit at such other location. In addition to the general requirements in this Paragraph 13, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in the Service Exhibit(s).

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and federal requirements. Treatment and other records shall include, but not be limited to, patient/client identification number, patient/client face sheet, all data elements required by the County's claims processing information system, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary. All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

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

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

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

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

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

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

accordance with all applicable County, State and federal requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

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

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

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

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

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

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

(b) Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual, and the Federal Office of Management and Budget Circular A-122 (Cost principles for non-profit organizations).

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

(d) A listing of all County remittances received.

(e) Patient/client financial folders clearly documenting:

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

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

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

(g) Employment records.

(3) The entries in all of the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State Department of Mental Health Cost and Financial Reporting System (CFRS) Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

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

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

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

During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Contractor's outside auditors, and regular and special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(4) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours of closure or ownership change, Director of SDMH and Director shall be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 13.

B. Audits:

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

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

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

(4) State Department of Mental Health Access to Records: Contractor agrees that for a period of seven (7) years or until three (3) years after final audit is completed including appeals, which ever occurs later, following the furnishing of services under this Agreement, Contractor shall maintain and make available to the State Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-

month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

(5) Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to Circular A-133 issued by the Federal Office of Management and Budgets (OMB), If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement, or three (3) years after final audit is completed including appeals, whichever is later, Contractor shall maintain and make available to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

14. **REPORTS**:

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

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

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

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

C. County Claims Processing Information System:

(1) Notwithstanding any other provision of this Agreement, only units of service submitted by Contractor into the County's claims processing information system shall be counted as delivered units of service.

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

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

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

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

16. **PATIENTS'/CLIENTS' RIGHTS**: Contractor shall comply with all applicable

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

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

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

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

C. Contractor Staff:

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

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

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

(4) Contractor shall not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

18. **NONDISCRIMINATION IN SERVICES**:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 18, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the

matter to the State, if appropriate.

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

19. **NONDISCRIMINATION IN EMPLOYMENT**:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation. Such treatment shall include, but is not limited to, the following actions: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age, marital

status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 19 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director.

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 19, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

20. **FAIR LABOR STANDARDS**: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any

wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County may be found jointly or solely liable.

21. **INDEMNIFICATION AND INSURANCE**:

A. Indemnification: Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

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

(1) Evidence of Coverage and Notice to County

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

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

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National

Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

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

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

(2) Additional Insured Status and Scope of Coverage

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

(3) Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation

for non-payment of premium.

(4) Failure to Maintain Insurance

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

(5) Insurer Financial Ratings

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

(6) Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

(7) Waivers of Subrogation

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

(8) Subcontractor Insurance Coverage Requirements

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

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

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond

guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(10) Claims Made Coverage

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

(11) Application of Excess Liability Coverage

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

(12) Separation of Insureds

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

(13) Alternative Risk Financing Programs

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

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage

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

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

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

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

(4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

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

(b) Professional Liability/Errors and Omissions

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

(c) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and

all other personal property shall be insured for their full replacement value.

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

23. **CONFLICT OF INTEREST**:

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

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

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

25. **INDEPENDENT STATUS OF CONTRACTOR**:

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

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

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

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

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

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27. **CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**:

A. Should Contractor require additional or replacement personnel after the effective date of this agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' GAIN Program or GROW Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Contractor.

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

28. **DELEGATION AND ASSIGNMENT BY CONTRACTOR**:

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

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Contractor. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition shall be deemed an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

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

termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

29. **SUBCONTRACTING**:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 29. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

(1) The reasons for the particular subcontract.

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

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

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

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

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

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

> "The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7.for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

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

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

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

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

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

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

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

expenses arising from or related to County's exercise of such right.

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

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 29 or a blanket consent to any further subcontracting.

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

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 29, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Contractor Non-Employee Acknowledgement And Confidentiality Agreement, in the form as contained in Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

N. Director or his designee is hereby authorized to act for and on behalf of County pursuant to this Paragraph 29, including, but not limited to, consenting to any subcontracting.

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

obligations of County under its agreement with the State.

31. **COMPLIANCE WITH APPLICABLE LAW**:

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

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

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

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

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

33. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**:

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

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

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

34. **CHILD SUPPORT COMPLIANCE PROGRAM**:

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

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

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

which County may terminate this Agreement pursuant to Paragraph 36 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

35. **TERMINATION FOR INSOLVENCY**:

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

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

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

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

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

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

36. **TERMINATION FOR DEFAULT**:

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

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

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

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

reasonable excess costs incurred by County, as determined by County, for such similar services.

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

37. **TERMINATION FOR IMPROPER CONSIDERATION**: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

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

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

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

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

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

41. **ENTIRE AGREEMENT**: The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years 2011-12, 2012-13 and 2013-14 Service Delivery Site Exhibit, and Service Exhibit(s) _____ _____, attached hereto and incorporated herein by reference, and Contractor's

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

A. Financial Exhibit A (Financial Provisions)

B. Financial Summary(ies)

C. Subprogram Schedule

D. Service Delivery Site Exhibit

E. Service Exhibit(s)

F. Contractor's Negotiation Package.

42. **WAIVER**: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

45. **PURCHASES**:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

of such expiration or termination date.

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

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

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

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

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

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

50. **MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES**: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 50.

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

52. **USE OF RECYCLED-CONTENT PAPER PRODUCTS**: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

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

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

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

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

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

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the

right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

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

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

54. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM**: Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff

members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

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

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

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment VII (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 54.

Contractor shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded

Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

Failure by Contractor to meet the requirements of this Paragraph 54 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

55. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**:

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

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

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

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

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

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

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

(b) County has added to the DMH Provider Manual an Electronic Data Interchange Fact Sheet which includes information about the applicable HIPAA transactions that can be processed in the County's claims processing information system. Contractor acknowledges that County intends to transition to an environment under the Integrated Behavioral Health Information System (IBHIS) in which clinical, administrative, and financial information, including claims, will be exchanged between DMH and contract providers exclusively electronically. County shall notify Contractor as soon as possible of the date by which County anticipates that Contractor will be required to use specific standards-based electronic transactions, such as Electronic Data Interchange. County shall notify Contractor of the specific date by which Contractor shall in fact be required to use specific standards-based electronic transactions, such as Electronic Data Interchange; County shall notify Contractor no less than 180 days prior to the effective date. Contractor agrees to comply with the specific standards-based electronic transactions specified by County as of the effectives date specified by County.

(c) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

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

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

omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

56. **COMPLIANCE WITH JURY SERVICE PROGRAM**:

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

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

(3) If Contractor is not required to comply with the Jury Service Program when

the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

57. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Attachment IX of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

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

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

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

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

61. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information

withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

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 Contractor 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 and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

62. **FORCE MAJEURE**:

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

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

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

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

64. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 63 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

For the County, please use the following contact information:

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

For the Contractor, please use the following contact information:

Junior Blind of America
5300 Angeles Vista Boulevard
Los Angeles, CA 90043
Attention: Jay Allen, Executive VP / COO

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement 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_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Junior Blind of America
CONTRACTOR

By _____

Name Jay Allen

Title Executive VP / COO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

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

COUNTY OF LOS ANGELES

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

Junior Blind of America
CONTRACTOR

By _____

Name Jay Allen

Title Executive VP /COO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

bl junior blind attachment I LE boilerplate

DEFINITIONS

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

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

B. "CGF" means County General Funds;

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS CONTINUED

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

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

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

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

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

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

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

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

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

X. "IMD" means Institutions for Mental Disease. Hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing

diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;

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

Z. "Master Agreement List" means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;

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

BB. "Mental Health Services Act" ("MHSA"), adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and County agencies and requires the development of integrated plans for prevention, innovation, and system of care services;

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

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

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

FF. "Negotiated Rate" or "NR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a SFC unit as defined by Director and which is shown on the Financial Summary. An NR is the gross rate of reimbursement which is generally determined by dividing Contractor's gross program cost of delivering a particular SFC by the number of such SFC units to be delivered. All fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same service shall

be deducted from the cost of providing the mental health services covered by the Negotiated Rate. A portion of the State-approved NR, which in some cases may be higher than the contracted NR, may be retained by County as County's share of reimbursement from SDMH;

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

HH. "Organizational Provider's Manual" is the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;

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

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

KK. "Request for Services" ("RFS") is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;

LL. "Request for Statement of Qualifications" ("RFSQ") means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;

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

DEFINITIONS CONTINUED

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

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

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

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

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

SS. "State" means the State of California;

TT. "Statement of Qualifications" ("SOQ") means a contractor's response to an RFSQ;

UU. "Statement of Work" ("SOW") means a written description of services desired by County for a specific Work Order;

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

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

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

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

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

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 HEALTHY FAMILIES REIMBURSEMENTS

FINANCIAL EXHIBIT A
FINANCIAL PROVISIONS

A. GENERAL

(1) The Department of Mental Health (DMH) Legal Entity Agreement and the attachments thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS) (Attachment II to the DMH Legal Entity Agreement), the Financial Summary (Attachment III to the DMH Legal Entity Agreement), and the Subprogram Schedule (Attachment IV to the DMH Legal Entity Agreement) shall be collectively known as "the Agreement".

(2) 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 paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families) 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/Non-Healthy Families" includes all of the following: Persons with no known outside payer source, persons for whom eligibility for benefits under the State's Medi-Cal or Healthy Families programs is being determined or established, and persons whose eligibility for the Medi-Cal or Healthy Families programs was unknown at the time that services were rendered.

(d) The Contractor understands and agrees that the Financial Summary is the aggregation of funds provided under specific 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 specific programs as indicated in Contractor's Negotiation Package, 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 and Healthy Families beneficiaries.

(e) 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.

(f) The Contractor understands and agrees that the Subprogram Schedule (Attachment IV) reflects the specific subprogram amounts per Funded Program as indicated in the Negotiation Package.

(g) The Contractor understands and agrees that the Subprogram Schedule will be used to monitor mental health services provided within a Funded Program and will not be used at cost settlement. The Contractor shall comply with DMH Policy, Shifting Guidelines for the Legal Entity Agreement to accommodate deviations from the specific subprogram amounts to ensure specific program/subprogram outcomes are achieved.

(3) 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.

(4) 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 eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries.

(a) Contractor shall be responsible for delivering services to the extent that funding is provided 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, within the same geographic area to the extent feasible, that 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 may disallow payment of said services and/or may make corrective accounting transactions to transfer 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.

(5) The State's Schedule of Maximum Allowances (SMA) is 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 the State.

B. LIMITATIONS ON MAXIMUM REIMBURSEMENT

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

(2) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under this Agreement in an amount equal to 75 percent (75%) of the total Maximum Contract Amount or 75 % 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 this Paragraph B (2) will be considered a breach of this Agreement.

(3) Except as otherwise provided in this Agreement, the total Maximum Contract Amount 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 have coverage 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 some eligible individuals while decreasing its responsibilities to provide services to other types of 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 completed in advance of the provision of services

(4) Modifications to the Subprogram Schedule, which do not impact the Maximum Contract Amount and Funded Program Amounts, may be accomplished through an administrative amendment process as outlined in the DMH Policy, Shifting Guidelines for the Legal Entity Agreement. Such modification to the Subprogram Schedule shall only be effective for services/activities provided on or after the effective date of the administrative amendment memorializing the revision to the Subprogram Schedule. 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. By making the written consent, Contractor agrees to such administrative amendment, and Contractor's signature is not required to make the amendment effective.

(5) The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance which 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 for the applicable period.

C. REIMBURSEMENT FOR INITIAL PERIOD

(1) The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the Legal Entity Agreement shall not exceed FOUR HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS (**$484,824**) and shall consist of Funded Programs as shown on the Financial Summary.

D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed ONE MILLION FOUR HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS (**$1,454,467**) and shall consist of Funded Programs as shown on the Financial Summary.

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed ONE MILLION FOUR

HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS (**$1,454,467**) and shall consist of Funded Programs as shown on the Financial Summary.

E. REIMBURSEMENT BASIS

(1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system, and except as further limited elsewhere in this Agreement, Contractor will utilize provisional rates based on a Cost Reimbursement methodology under this Agreement, except as may be provided under Paragraph E (5) of this Financial Exhibit A.

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

(b) Requested 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 rate that exceeds the State's SMA or request a rate that exceeds Contractor's published charge(s) to the general public except if the Contractor is a Nominal Charge Provider.

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

(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 two nursing facilities (SNF) by the State Department of Health Care Services (SDHCS), are reimbursed for basic services at the rate(s) established by SDHCS and in accordance with Assembly Bill 360 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.

(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 Rates for Organizational Providers for Medi-Cal Specialty Mental Health Services: Reimbursement shall be based upon rate(s published in the County of

Los AngelesDMH Local Mental Health Plan Medi-Cal Specialty Mental Health Services Provider Manual and any subsequent Provider Bulletins.

(5) 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, expressed as a percentage of actual costs, which shall be reviewed and approved in advance by the County.

(6) 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) of Financial Exhibit A, the special billing and payment requirements shall be set forth in an addendum to this Financial Exhibit A and signed by Contractor and Director.

F. BILLING PROCEDURES

(1) If Title XIX Short-Doyle/Medi-Cal services, and/or MAA, and/or Title XXI Healthy Families 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 the State Department of Mental Health and the 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 Healthy Families 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 Healthy Families claims.

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

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

(b) With the exception of section F(3)(c) below, Contractor must submit an initial or original claim within three (3) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

(c) The County may, using reasonable discretion, extend the time to submit claims for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI Health Families to within nine (9) months after the end of the month in which the services were rendered where good cause for the delayed submission would be recognized under CCR, Title 22 Section 51008.5.

(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 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 paragraph F (3) (b) and (c) above, 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 this Paragraph F (3) 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 this Paragraph F (3) 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 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

i. To the extent that issues identified pursuant to this Paragraph F 3 (e) 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 30 calendar days required by this Paragraph F (3) (f) 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 shall be extended by the number of calendar days that Contractor was unable to submit claims into the County's claims processing information system.

(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 X (Payment and Invoice Notifications) of this Financial Exhibit A.

(5) Medi-Cal Administrative Activities (MAA): To the extent that MAA is identified as a Unique 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 30 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 30 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 X (Payment and Invoice Notifications) of this Financial Exhibit A.

G. COUNTY PAYMENT FOR SERVICES RENDERED

(1) General: County agrees to reimburse Contractor for services rendered under Funded Programs during the term of this Agreement based on the provisional rates agreed to by the County for the Initial Period, First Automatic Renewal Period and Second Automatic Renewal Period, respectively, 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 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 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 prior to July 1 of each year.

(b) Payments for services or Direct Charges billed through invoices shall be paid no more than 30 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 match fund amount specified in the Financial Summary, County's claims processing information system data, MAA data base information, State adjudication of Medi-Cal and Healthy Families 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. County and Contractor acknowledge that the references in this paragraph 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) Limitations on Payments to Organizational Providers: In addition to all other limitations provided in this Paragraph H (Billing and Payment Limitations), reimbursement to Organizational Providers also shall be limited by number of authorized visits over the threshold as stipulated in the County of Los Angeles DMH Local Mental Health Plan Provider Manual.

(3) 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.

(4) 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 claims.

(5) Adjustment of Claims for Agreement Compliance: Director, in his sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor 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; and/or withholding payment of certain claims.

(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 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 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 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.

(6) County Withhold of Payment for Contractor Lapse in Providing Service Data: 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 30 calendar days written notice of the County's decision to withhold payment, including the reason(s) for intended action and the identification of the incomplete or incorrect service data. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.

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

(c) Within 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 60 calendar days of receipt. Upon determination that such submitted service data is complete and correct, County shall release withheld payments within 30 days of such determination.

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

(a) Prior to denying payment, Director shall provide Contractor with at least 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 15 calendar days, request reconsideration of the County's decision.

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

(c) Within 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) County Suspension of Payment for Default: 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 30 calendar days' notice of such suspension, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of Director's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.

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

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

(9) 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.

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

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 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 30 calendar days of the Board's approval of such action. Except as set forth above in this Paragraph I (3) and Paragraph J (5), 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.

J. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

(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.

(3) Contractor may not redirect funds from one Subprogram to another Subprogram, except as outlined in DMH Policy, Shifting Guidelines for the Legal Entity Agreement.

(4) 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.

(5) Contractor also shall not charge services delivered to an eligible beneficiary for Medi-Cal/Healthy Families to the Non-Medi-Cal/Non-Healthy Families 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/Healthy Families benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal/ Non-Healthy Families Funded Program Amount was to a client approved for Medi-Cal/Healthy Families, Contractor shall void the original claims for services provided on or after the effective date that Medi-Cal/Healthy Family services became eligible for reimbursement, and replace/resubmit such claims for Medi-Cal/Healthy Families under the correct Funded Program.

(6) 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 30 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 this Paragraph J (5) 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>COUNTY'S RIGHT TO RE-ALLOCATE UNDERUTILIZED 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 15 business days prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County, to Contractor, DMH Contracts Development and Administration Division, and to County's Chief Executive Officer. Any such change in any applicable Maximum Contract Amount and/or Funded Program Amount shall be effected by an administrative amendment to this Agreement by Director; and

(2) Notwithstanding Paragraph K (1), if the County in its sole discretion determines from a review of Contractor's service and billing records that a significant portion of the funds provided for services under this Agreement will be underutilized in any period of the Agreement term, then the Director shall provide 15 business days prior written notification to Contractor of County's intent to reallocate underutilized funds by the moving of such funds into another program budget category for the same period on the Financial Summary (Attachment III) within this Agreement, and/or reallocate such funds into another DMH Legal Entity Agreement with another contract provider that readily provides for the efficient use of such funds before the expiration of the same period in this. This written notification is to include an explanation of how the County reached the conclusion that Contractor is underutilizing funds; copies of relevant data, such as but not limited to County information system reports that County used in making this decision; the nature and amount of funding changes to Contractor; and any changes in the amount of services to be received by County.

In the event Contractor believes that an adjustment authorized under this provision is unjustified, Contractor may, within the 15 business day notice period, so notify the Director in writing, and request a meeting with County to review County's documentation that Contractor will be underutilizing a significant portion of its Maximum Contract Amount and/or Funded Program Amount. Any such meeting shall be held within 30 calendar days of the initial written notification. If Contractor fails to meet with County in this period of time, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended changes to its Maximum Contract Amount and/or Funded Program Amount.

If, thereafter, it is still determined that a significant portion of the Maximum Contract Amount and/or Funded Program Amount will be underutilized the County shall reallocate such funds, as provided above. Director shall provide final prior written notice of such funding changes, including any changes in the amount of services to be received by County, to Contractor, DMH Contracts Development and Administration Division, and County's Chief Executive Office, and the determination of the Director will be final. Any such change in any applicable Maximum Contract

Amount and/or Funded Program Amount shall be effected by an administrative amendment to this Agreement 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 Maximum Contract Amounts 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 Maximum Contract Amounts 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 Maximum Contract Amount 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 Maximum Contract Amount and/or Funded Program Amount for this Agreement. By executing this Agreement, Contractor specifically consents to the prospective adjustments set forth in this provision.

(3) Notwithstanding Paragraph K (1), if the County in its sole discretion determines from a review of Contractor's service and billing records that a significant portion of the funds provided for a Subprogram under this Agreement is underutilized in any period of the Agreement term, then the Director shall provide 15 business days prior written notification to Contractor of County's intent to reallocate underutilized funds, in subsequent fiscal year(s), into another DMH Legal Entity Agreement with another contract provider that readily provides for the efficient use of such funds. This written notification is to include an explanation of how the County reached the conclusion that Contractor is underutilizing funds; copies of relevant data, such as but not limited to County information system reports that County used in making this decision; the nature and amount of funding changes to Contractor; and any changes in the amount of services to be received by County.

In the event Contractor believes that an adjustment authorized under this provision is unjustified, Contractor may, within the 15 business day notice period, so notify the Director in writing, and request a meeting with County to review County's documentation that Contractor will be underutilizing a significant portion of its Subprogram amount. Any such meeting shall be held within 30 calendar days of the initial written notification. If Contractor fails to meet with County in this period of time, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended changes to its Maximum Contract Amount.

If, thereafter, it is still determined that a significant portion of the Subprogram Aamount will be underutilized the County shall reallocate such funds, as provided above. Director

shall provide final prior written notice of such funding changes, including any changes in the amount of services to be received by County, to Contractor, DMH Contracts Development and Administration Division, and County's Chief Executive Office, and the determination of the Director will be final.

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 the Agreement for the subsequent fiscal year(s). Contractor understands and agrees that its Maximum Contract Amount may be reduced as a result of the adjustments authorized by this provision, and further acknowledges that County will rely upon this flexibility in establishing the Maximum Contract Amount for the Agreement for the subsequent fiscal year(s).

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 HEALTHY FAMILIES

(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 Healthy Families 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 Healthy Families 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 Healthy Families 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/or 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 Healthy Families 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 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 Healthy Families 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 Healthy Families 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 Healthy Families 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) Contractor acknowledges that any recovery by County of payments made to Contractor for Title XIX Short-Doyle/Medi-Cal services and/or Title XXI Healthy Families services and/or MAA which are subsequently denied, voided, and/or disallowed shall be the total County's payment amount for such claim(s). The total County payment under federal requirements consists of federal and local match, and such local match may consist of County and/or State funds.

(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 Subparagraphs (7) and (8) above. Such demand for repayment and Contractor's repayment shall be in accordance with Paragraph S (Method of Payments for Amounts Due to County) of this Financial Exhibit A, 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 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. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

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

(a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health 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 SDMH 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 Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) which 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 three (3) 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 shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

(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 Cash Flow Advance 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 Cash Flow Advance will be given if a Contractor has not been certified as an eligible Medi-Cal service provider unless otherwise agreed to by County.

(6) Cash Flow Advance Request Letter: 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 2011, the request must be received by July 15, 2011).

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 Unit (PRU).

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

(c) Upon receipt of a request, Director, in his 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 10 business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the decision.

(7) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The Cash Flow Advance 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.

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

(a) For each of the first three 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 Maximum Contract Amount 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 $121,206 for the first month, $121,206 for the second month, if applicable and $121,206 for the third month, if applicable. In no event shall the monthly CFA requested by Contractor exceed 1/12th of Maximum Contract Amount 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 three months during which the Contractor may request and receive CFA, the CFA amount shall be recalculated for the remaining months 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 section N (8) (a) above, for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, i.e., Contractor's inability to submit claims to the County as described in Section F (3) of this Financial Exhibit A (Financial Provisions) due to extended disruption in the County's claims processing information system. The County in its sole discretion shall review Contractor's request and shall respond accordingly within 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.

(9) 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 Maximum Contract Amount, 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 Maximum Contract Amount. 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 Maximum Contract Amount, 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 Maximum Contract Amount, County may initiate recovery of the CFA as specified in Subparagraph (a) above prior to July 1. If County intends to initiate recovery of the CFA prior to July 1, County will give Contractor 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 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 on September 30 following the close of such Fiscal Year, Contractor repayment of the remaining CFA balance shall be conducted as specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph S (Method of Payments for Amounts Due to County) unless otherwise agreed to by County. County will recover all CFA balances, if any, for a particular Fiscal Year no later than March 31 following the close of such Fiscal Year.

(10) When Contractor's Cash Flow Advance 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.

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

(12) <u>CFA for IMD, PHF and Mental Health Rehabilitation Center Contractors Only</u>: 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. <u>ANNUAL COST REPORTS</u>

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

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 Paragraph O (4) of this Financial Exhibit A.

(2) An accurate and complete annual cost report (Annual Cost Report) shall be defined as a cost report which is completed to the best of the ability of Contractor on such forms or in such formats as specified by 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 75 days following the expiration or termination date of this Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.

(a) Failure by Contractor to submit an Annual Cost Report within 30 calendar days after the due date specified in this Paragraph O (Annual Cost Reports), Subparagraph (4) above, 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 30 calendar days after the applicable due date specified in Paragraph O (Annual Cost Reports), Subparagraph (4), 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 this Financial Exhibit A (FINANCIAL PROVISIONS), 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) of this Financial Exhibit A.

(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 15 business days written notice of its intention to suspend payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have 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 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 this Subparagraph (4) 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. 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 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 30 days, submit to the County payment for said damages. Said Payment shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications) of this Financial Exhibit A.

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 30 days prior to the due date specified in this Subparagraph (4). The decision to grant an extension without assessing liquidated damages in accordance with this Paragraph O (4) (b) 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 for organizational providers in the Mental Health Specialty Services Mental Health Plan' service provider network, the "Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management;" 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 X (Payment and Invoice Notifications) of this Financial Exhibit A.

(6) Upon written notification from the Director that its Annual Cost Report contains errors or inaccuracies, Contractor shall, within 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 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.

i. Upon written notice from the County, Contractor shall have 30 calendar days to make payment to the County in the amount specified by the County. Said payment shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications) of this Financial Exhibit A.

(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 HEALTHY FAMILIES 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 Healthy Families services for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until three 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 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. The due date is approximately 16 months after the close of the fiscal year.

(a) Should Contractor fail to provide County with the Title XIX Short-Doyle/Medi-Cal Reconciliation Report by the due date, then Director, in his sole discretion, shall determine which State approved Short-Doyle/Medi-Cal services shall be used by County for completion of the Title XIX Short-Doyle/Medi-Cal Reconciliation Report.

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

Q. PRE-AUDIT FINAL COST REPORT SETTLEMENT

(1) Based on the Annual Cost Report(s) submitted pursuant to this Financial Exhibit A (FINANCIAL PROVISIONS) Paragraph O (Annual Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit final cost report settlement.

(2) Such 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 Healthy Families, and other applicable federal and/or State programs.

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

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

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

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

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

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

(6) In the event that the pre-audit cost report settlement finding indicates that the Contractor owes payments 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) of this Financial Exhibit A (Financial Provisions). Said payment shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications) of this Financial Exhibit A.

(7) Regardless of any other provision of this Paragraph Q, reimbursement to Contractor shall not exceed the Maximum Contract Amount and shall not exceed the Funded Program Amount, as identified on the Financial Summary

R. <u>AUDITS, AUDIT APPEALS AND POST-AUDIT SHORT-DOYLE/MEDI-CAL FINAL 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) In the case of a State Short-Doyle/Medi-Cal (SD/MC) audit, the State and County will perform a post-audit Short-Doyle/Medi-Cal 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 an invoice to Contractor for any amount due County no later than ninety (90) calendar days after the State issues its settlement letter 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) of this Financial Exhibit A (Financial Provisions). Said payment shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications) of this Financial Exhibit A.

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

(c) 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) 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 from State of the audit report.

(c) If at any time the Appeal process results in a revision to the audit findings, and the State recalculates the final settlement of the Short-Doyle/Medi-Cal cost report for a particular year and settles with County, County will perform a post-audit Short-Doyle/Medi-Cal re-computed final settlement after the State's issues its revised settlement with the County, based on such recomputed final settlement.

i. If the re-computed final settlement results in amounts due to Contractor by the County, County shall make such payments to Contractor within 30 calendar days of issuing the revised settlement amount to the Contractor.

ii. If the re-computed final 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) of this Financial Exhibit A (Financial Provisions). Said payment shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications) of this Financial Exhibit A.

(5) 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) Should the auditing party be the County, Contractor will have 30calendar 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 15 calendar daysafter 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) of this Financial Exhibit A (Financial Provisions). Said payment shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications) of this Financial Exhibit A.

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

(1) Within 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 months;

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

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

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

(2) If Contractor does not so notify County within such 10 days, or if Contractor fails to make payment of any such amount to County as required, then Director, in his sole discretion, shall determine which of the above five payment options shall be used by County for recovery of such amount from Contractor.

T. INTEREST CHARGES ON DELINQUENT PAYMENTS

(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 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 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 within 60 calendar days after the due date.

(3) The interest charges shall be: (1) paid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due to Contractor by County whether under this Agreement or otherwise.

U. FINANCIAL SOLVENCY

(1) Contractor shall maintain adequate provisions to meet the solvency/working capital criteria specified in DMH Policy No. 412.2, Financial Responsibility Requirements for Existing DMH Contractors.

V. CONTRACTOR REQUESTED CHANGES

(1) If Contractor desires any change in the terms and conditions of this Agreement, Contractor shall request such change in writing prior to April 1 of the Fiscal Year for which the change would be applicable, unless otherwise agreed to by County.

(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 changes to the Negotiation Package, which shall be approved by the Director prior to amending the contract.

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

(a) Contactor's request for consideration of an increase in the Maximum Contract Amount, or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the Maximum Contract Amount or the Funded Program Amount. To the extent that County agrees to increase the Maximum Contract Amount, 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).

(b) Requests received after the Contractor has rendered services in excess of the Maximum Contract Amount, 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 Maximum Contract Amount or the Funded Program Amount during any part of the Initial Period, First Automatic Renewal Period or Second Automatic Renewal Period, respectively.

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-approved percentage of the current applicable Maximum Contract Amount; and

(b) Any such Maximum Contract Amount amendment increase or amendment change shall only be for the provision of additional services; for the provision of new services as reflected on Attachment VI (Service Exhibits); 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 30 calendar days following execution of any such amendment(s).

X. 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

(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

Y. AUTHORITY TO ACT FOR DMH

(1) The Director may designate one or more persons within DMH for the purposes of acting on his/her behalf for the purposes of implementing the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his designee."

EXHIBIT
A-1

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH CONTRACTOR CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL and TITLE XXI HEALTHY FAMILIES REIMBURSEMENTS

Legal Entity: _____

Legal Entity Number: _____

Claims for services/activities with dates of services: July 1, _____ through June 30, _____ .

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for said claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Healthy Families services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance the terms and conditions of the Legal Entity Agreement; and that to the best of my knowledge and belief each claim will be in all respects true, correct, and in accordance with State and Federal law and regulation. I agree and shall certify under penalty of perjury that all claims for services to be provided to county mental health clients will be provided to the clients by this Legal Entity. The services will be provided in accordance with the client's written treatment plan. This Legal Entity also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. I and this Legal Entity understand that payment of these claims will be from County, State and Federal funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws. The Legal Entity agrees to keep for a minimum period of as specified in its Legal Entity Agreement with County a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Legal Entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles Department of Mental Health, California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, or their duly authorized representatives. Amounts, if any, to be claimed during the above stated period for the Healthy Families program will only be for children between the ages of one (1) year old to their nineteenth (19th) birthday who will be assessed or will be treated for a serious emotional disturbance (SED). The Legal Entity also agrees that services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

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

Date: _____ Signature: _____

Executed at _____, California

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein Legal Entity claimant responsible for the examination and settlement of accounts. I further certify that this Legal Entity claimant will provide from the eligible designated funds in the Financial Summary of the Legal Entity Agreement with County, the local share of payment for Short-Doyle/Medi-Cal and/or Healthy Families covered services to be included in the claims to be submitted to County during the above referenced period in order to satisfy matching requirements for federal financial participation pursuant to the Title XIX of the Social Security Act.

Date: _____ Signature: _____

Executed at _____, California

Please forward the completed form to the Department of Mental Health (DMH):

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

Financial Summary

Contractor Name: Junior Blind of America
LE Number: TBD
Agreement Period: FY 2011-12 - FY 2013-14
Fiscal Year: FY 2011-12

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

A Rank	B Funded Programs	C Medi-Cal Reimbursable (Y/N)[1]	D Match Funds	E Funded Program Amount (Gross Dollars)
CATEGORICALLY FUNDED PROGRAMS (100-399)				
100N	Family Preservation Program	N		
110N	Child Abuse Prevention Intervention and Treatment (AB2994)	N		
120N	Special Education Pupil (SEP) (AB 3632/SB90 only) (Non Medi-Cal/Non Healthy Families)	N		
120M	Special Education Pupil (SEP) (AB 3632/SB90 only) (Medi-Cal/Healthy Families)	Y		
130N	Specialized Foster Care - DCFS MAT (Non Medi-Cal/Non Healthy Families)	N		
130M	Specialized Foster Care - Child Welfare Services (Medi-Cal/Healthy Families)	Y	$ 33,017	$ 484,824
140N	Comprehensive SOC Program (SAMHSA, CFDA #93.958)	N		
141N	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)	N		
142N	Family Wellness Network (SAMHSA, CFDA #93.243)	N		
150N	Juvenile Justice Program (STOP)	N		
151N	Juvenile Justice Program (JJCPA -- MHSAT)	N		
152N	Juvenile Justice Program (JJCPA -- MST)	N		
153N	Juvenile Justice Program (Co-occurring Disorder)	N		
154N	Juvenile Justice Program (FFT) (Non Medi-Cal/Non Healthy Families)	N		
154M	Juvenile Justice Program (FFT) (Medi-Cal/Healthy Families)	Y		
160N	Path McKinney, CFDA #93.150	N		
170N	Homeless Services (NCC) (Non Medi-Cal/Non Healthy Families)	N		
170M	Homeless Services (NCC) (Medi-Cal/Healthy Families)	Y		
171N	Post-Release Community Supervision-Community Reintegration Program (Non Medi-Cal/Non Healthy Families)	N		
171M	Post-Release Community Supervision-Community Reintegration Program (Medi-Cal/Healthy Families)	Y		
180N	CalWORKs	N		
181N	CalWORKs Homeless Family Project	N		
182N	GROW	N		
190N	PES Relief Plan (Non Medi-Cal/Non Healthy Families)	N		
190M	PES Relief Plan (Medi-Cal/Healthy Families)	Y		
	Unique Categorically Funded Programs (Specify)			
300N	DCFS Medical Hubs (VIP)	N		
301M	DCFS Starview PHF	Y		
302N	DCFS Independent Living (Hillview)	N		
303N	DCFS THP (HFLF)	N		
310N	DHS Social Model (Dual Diagnosis)	N		
311N	DHS LAMP (Dual Diagnosis)	N		
312N	DHS BHS (Dual Diagnosis)	N		
320M	Juvenile Justice Program/Title IV-E - MST (Starview)	Y		
330N	Other Employment Services/CCJCC (SSG)	N		
340N	CGF IMD Step Down (Non Medi-Cal/Non Healthy Families)	N		
340M	CGF IMD Step Down (Medi-Cal/Healthy Families)	Y		
350N	In-Jail Treatment & Linkage	N		
360M	Tri-City Realignment	Y		
CGF FUNDED PROGRAMS (400-499)				
400N	DMH (Non Medi-Cal/Non Healthy Families)	N		
400M	DMH (Medi-Cal/Healthy Families)	Y		
MENTAL HEALTH SERVICES ACT (MHSA) PROGRAMS (500-899)				
500N	Full Service Partnerships (Non Medi-Cal/Non Healthy Families)	N		
500M	Full Service Partnerships (Medi-Cal/Healthy Families)	Y		
510N	FCCS (Non Medi-Cal/Non Healthy Families)	N		
510M	FCCS (Medi-Cal/Healthy Families)	Y		
520N	Wellness Centers (Non Medi-Cal/Non Healthy Families)	N		
520M	Wellness Centers (Medi-Cal/Healthy Families)	Y		
530N	Alternative Crisis Services (Non Medi-Cal/Non Healthy Families)	N		
530M	Alternative Crisis Services (Medi-Cal/Healthy Families)	Y		
540N	IMD Step-Down (Non Medi-Cal/Non Healthy Families)	N		
540M	IMD Step-Down (Medi-Cal/Healthy Families)	Y		
600N	Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families)	N		
600M	Prevention & Early Intervention Programs (Medi-Cal/Healthy Families)	Y		
700N	Innovation Programs (Non Medi-Cal/Non Healthy Families)	N		
700M	Innovation Programs (Medi-Cal/Healthy Families)	Y		
	Unique MHSA Programs (Specify)			
800N	Probation Camps	N		
810N	Jail Transition & Linkage	N		
820N	Planning, Outreach & Engagement	N		
830N	One-Time Funding	N		
	Maximum Contract Amount			$ 484,824

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

v1/25/12

Financial Summary

Contractor Name: Junior Blind of America
LE Number: TBD
Agreement Period: FY 2011-12 - FY 2013-14
Fiscal Year: FY 2012-13

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

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120M	Special Education Pupil (SEP) (AB 3632/SB90 only) (Medi-Cal/Healthy Families)	Y		
130N	Specialized Foster Care - DCFS MAT (Non Medi-Cal/Non Healthy Families)	N		
130M	Specialized Foster Care - Child Welfare Services (Medi-Cal/Healthy Families)	Y	$ 99,049	$ 1,454,467
140N	Comprehensive SOC Program (SAMHSA, CFDA #93.958)	N		
141N	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)	N		
142N	Family Wellness Network (SAMHSA, CFDA #93.243)	N		
150N	Juvenile Justice Program (STOP)	N		
151N	Juvenile Justice Program (JJCPA -- MHSAT)	N		
152N	Juvenile Justice Program (JJCPA -- MST)	N		
153N	Juvenile Justice Program (Co-occurring Disorder)	N		
154N	Juvenile Justice Program (FFT) (Non Medi-Cal/Non Healthy Families)	N		
154M	Juvenile Justice Program (FFT) (Medi-Cal/Healthy Families)	Y		
160N	Path McKinney, CFDA #93.150	N		
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170M	Homeless Services (NCC) (Medi-Cal/Healthy Families)	Y		
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181N	CalWORKs Homeless Family Project	N		
182N	GROW	N		
190N	PES Relief Plan (Non Medi-Cal/Non Healthy Families)	N		
190M	PES Relief Plan (Medi-Cal/Healthy Families)	Y		
	Unique Categorically Funded Programs (Specify)			
300N	DCFS Medical Hubs (VIP)	N		
301M	DCFS Starview PHF	Y		
302N	DCFS Independent Living (Hillview)	N		
303N	DCFS THP (HFLF)	N		
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311N	DHS LAMP (Dual Diagnosis)	N		
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330N	Dther Employment Services/CCJCC (SSG)	N		
340N	CGF IMD Step Down (Non Medi-Cal/Non Healthy Families)	N		
340M	CGF IMD Step Down (Medi-Cal/Healthy Families)	Y		
350N	In-Jail Treatment & Linkage	N		
360M	Tri-City Realignment	Y		
CGF FUNDED PROGRAMS (400-499)				
400N	DMH (Non Medi-Cal/Non Healthy Families)	N		
400M	DMH (Medi-Cal/Healthy Families)	Y		
MENTAL HEALTH SERVICES ACT (MHSA) PROGRAMS (500-899)				
500N	Full Service Partnerships (Non Medi-Cal/Non Healthy Families)	N		
500M	Full Service Partnerships (Medi-Cal/Healthy Families)	Y		
510N	FCCS (Non Medi-Cal/Non Healthy Families)	N		
510M	FCCS (Medi-Cal/Healthy Families)	Y		
520N	Wellness Centers (Non Medi-Cal/Non Healthy Families)	N		
520M	Wellness Centers (Medi-Cal/Healthy Families)	Y		
530N	Alternative Crisis Services (Non Medi-Cal/Non Healthy Families)	N		
530M	Alternative Crisis Services (Medi-Cal/Healthy Families)	Y		
540N	IMD Step-Down (Non Medi-Cal/Non Healthy Families)	N		
540M	IMD Step-Down (Medi-Cal/Healthy Families)	Y		
600N	Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families)	N		
600M	Prevention & Early Intervention Programs (Medi-Cal/Healthy Families)	Y		
700N	Innovation Programs (Non Medi-Cal/Non Healthy Families)	N		
700M	Innovation Programs (Medi-Cal/Healthy Families)	Y		
	Unique MHSA Programs (Specify)			
800N	Probation Camps	N		
810N	Jail Transition & Linkage	N		
820N	Planning, Outreach & Engagement	N		
830N	One-Time Funding	N		
	Maximum Contract Amount			$ 1,454,467

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

v1/25/12

Financial Summary

Contractor Name: Junior Blind of America
LE Number: TBD
Agreement Period: FY 2011-12 - FY 2013-14
Fiscal Year: FY 2013-14

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

A Rank	B Funded Programs	C Medi-Cal Reimbursable (Y/N)[1]	D Match Funds	E Funded Program Amount (Gross Dollars)
	CATEGORICALLY FUNDED PROGRAMS (100-399)			
100N	Family Preservation Program	N		
110N	Child Abuse Prevention Intervention and Treatment (AB2994)	N		
120N	Special Education Pupil (SEP) (AB 3632/SB90 only) (Non Medi-Cal/Non Healthy Families)	N		
120M	Special Education Pupil (SEP) (AB 3632/SB90 only) (Medi-Cal/Healthy Families)	Y		
130N	Specialized Foster Care - DCFS MAT (Non Medi-Cal/Non Healthy Families)	N		
130M	Specialized Foster Care - Child Welfare Services (Medi-Cal/Healthy Families)	Y	$ 99,049	$ 1,454,467
140N	Comprehensive SOC Program (SAMHSA, CFDA #93.958)	N		
141N	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)	N		
142N	Family Wellness Network (SAMHSA, CFDA #93.243)	N		
150N	Juvenile Justice Program (STOP)	N		
151N	Juvenile Justice Program (JJCPA -- MHSAT)	N		
152N	Juvenile Justice Program (JJCPA -- MST)	N		
153N	Juvenile Justice Program (Co-occurring Disorder)	N		
154N	Juvenile Justice Program (FFT) (Non Medi-Cal/Non Healthy Families)	N		
154M	Juvenile Justice Program (FFT) (Medi-Cal/Healthy Families)	Y		
160N	Path McKinney, CFDA #93.150	N		
170N	Homeless Services (NCC) (Non Medi-Cal/Non Healthy Families)	N		
170M	Homeless Services (NCC) (Medi-Cal/Healthy Families)	Y		
171N	Post-Release Community Supervision-Community Reintegration Program (Non Medi-Cal/Non Healthy Families)	N		
171M	Post-Release Community Supervision-Community Reintegration Program (Medi-Cal/Healthy Families)	Y		
180N	CalWORKs	N		
181N	CalWORKs Homeless Family Project	N		
182N	GROW	N		
190N	PES Relief Plan (Non Medi-Cal/Non Healthy Families)	N		
190M	PES Relief Plan (Medi-Cal/Healthy Families)	Y		
	Unique Categorically Funded Programs (Specify)			
300N	DCFS Medical Hubs (VIP)	N		
301M	DCFS Starview PHF	Y		
302N	DCFS Independent Living (Hillview)	N		
303N	DCFS THP (HFLF)	N		
310N	DHS Social Model (Dual Diagnosis)	N		
311N	DHS LAMP (Dual Diagnosis)	N		
312N	DHS BHS (Dual Diagnosis)	N		
320M	Juvenile Justice Program/Title IV-E - MST (Starview)	Y		
330N	Other Employment Services/CCJCC (SSG)	N		
340N	CGF IMD Step Down (Non Medi-Cal/Non Healthy Families)	N		
340M	CGF IMD Step Down (Medi-Cal/Healthy Families)	Y		
350N	In-Jail Treatment & Linkage	N		
360M	Tri-City Realignment	Y		
	CGF FUNDED PROGRAMS (400-499)			
400N	DMH (Non Medi-Cal/Non Healthy Families)	N		
400M	DMH (Medi-Cal/Healthy Families)	Y		
	MENTAL HEALTH SERVICES ACT (MHSA) PROGRAMS (500-899)			
500N	Full Service Partnerships (Non Medi-Cal/Non Healthy Families)	N		
500M	Full Service Partnerships (Medi-Cal/Healthy Families)	Y		
510N	FCCS (Non Medi-Cal/Non Healthy Families)	N		
510M	FCCS (Medi-Cal/Healthy Families)	Y		
520N	Wellness Centers (Non Medi-Cal/Non Healthy Families)	N		
520M	Wellness Centers (Medi-Cal/Healthy Families)	Y		
530N	Alternative Crisis Services (Non Medi-Cal/Non Healthy Families)	N		
530M	Alternative Crisis Services (Medi-Cal/Healthy Families)	Y		
540N	IMD Step-Down (Non Medi-Cal/Non Healthy Families)	N		
540M	IMD Step-Down (Medi-Cal/Healthy Families)	Y		
600N	Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families)	N		
600M	Prevention & Early Intervention Programs (Medi-Cal/Healthy Families)	Y		
700N	Innovation Programs (Non Medi-Cal/Non Healthy Families)	N		
700M	Innovation Programs (Medi-Cal/Healthy Families)	Y		
	Unique MHSA Programs (Specify)			
800N	Probation Camps	N		
810N	Jail Transition & Linkage	N		
820N	Planning, Outreach & Engagement	N		
830N	One-Time Funding	N		
	Maximum Contract Amount			$ 1,454,467

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

v1/25/12

Financial Summary Subprogram Schedule

Contractor Name: Junior Blind of America
Legal Entity Number: TBD
Agreement Period: FY 2011-12 - FY 2013-14
Fiscal Year: FY 2011-12

DMH Legal Entity Agreement - Attachment IV
The Financial Summary -
Amendment Number -
Amendment Date

A	B	C	D	E	F		G			H
					Non-Medi-Cal Funds		Medi-Cal/Healthy Family Funds			
Rank	Funded Program	Subprogram	IS Plan	Medi-Cal Reimbursable (Y/N)[1]	Direct/ Indirect Srvcs (IS)	Manual Invoice	EPSDT Medi-Cal	Non-EPSDT Medi-Cal	Healthy Families	Subprogram Amount (Gross Dollars)
CATEGORICALLY FUNDED PROGRAMS (100-399)										
100N	Family Preservation Program	Family Preservation Program	2011	N						$ -
110N	Child Abuse Prevention Intervention and Treatment (AB2994)	Child Abuse Prevention, Intervention and Treatment (AB2994)	2002	N						$ -
120N	Special Education Pupil (SEP) (AB 3632/SB90 only) Non Medi-Cal/Non Healthy Families	Special Education Pupil (SEP) Non Medi-Cal/Non Healthy Families	2004	N						$ -
120M	Special Education Pupil (SEP) (AB 3632/SB90 only) Medi-Cal/Healthy Families	Special Education Pupil (SEP) Medi-Cal/Healthy Families	2004	Y						$ -
130N	Specialized Foster Care - DCFS MAT (Non Full Scope Medi-Cal/Non Healthy Families)	Specialized Foster Care - Child Welfare Services DCFS MAT	2077	N						$ -
130M	Specialized Foster Care - Child Welfare Services (Medi-Cal/Healthy Families)	Enhanced Mental Health Services	2064	Y			474,824			$ 474,824
		MAT	2072	Y						$ -
		Wraparound	2079	Y						$ -
140N	Comprehensive SDC Program (SAMHSA, CFDA #93.958)	Comprehensive SOC Program (SAMHSA, CFDA #93.958)	2035	N						$ -
141N	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)	None	N						$ -
142N	Family Wellness Network (SAMHSA, CFDA #93.243)	Family Wellness Network (SAMHSA, CFDA #93.243)	None	N						$ -
150N	Juvenile Justice Program (STOP)	Juvenile Justice Program (STOP)	2027	N						$ -
151N	Juvenile Justice Program (JJCPA -- MHSAT)	Juvenile Justice Program (JJCPA -- MHSAT)	2024	N						$ -
152N	Juvenile Justice Program (JJCPA -- MST)	Juvenile Justice Program (JJCPA -- MST)	2049	N						$ -
153N	Juvenile Justice Program (Co-occurring Disorder)	Juvenile Justice Program (Co-occurring Disorder)	2081	N						$ -
154N	Juvenile Justice Program (FFT) Non Medi-Cal/Non Healthy Families	Second Chance FFT Program	2123	N						$ -
154M	Juvenile Justice Program (FFT) Medi-Cal/Healthy Families	Juvenile Justice Program (FFT)	2071	Y						$ -
160N	Path McKinney, CFDA #93.150	Path McKinney, CFDA #93.150	2023	N						$ -
170N	Homeless Services (NCC) Non Medi-Cal/Non Healthy Families	Homeless Services (NCC) Non Medi-Cal/Non Healthy Families	2089	N						$ -
170M	Homeless Services (NCC) Medi-Cal/Healthy Families	Homeless Services (NCC) Medi-Cal/Healthy Families	2089	Y						$ -
171N	Post-Release Community Supervision-Community Reintegration Program (Non Medi-Cal/Non Healthy Families)	Post-Release Community Supervision-Community Reintegration Program (Non Medi-Cal/Non Healthy Families)	2134	N						$ -
171M	Post-Release Community Supervision-Community Reintegration Program (Medi-Cal/Healthy Families)	Post-Release Community Supervision-Community Reintegration Program (Medi-Cal/Healthy Families)	2134	Y						$ -
180N	CalWORKs	CalWORKs Mental Health Services	2006	N						$ -
		Community Outreach Services	2006	N						$ -
181N	CalWORKs Homeless Family Project	CalWORKs Homeless Family Project	2040	N						$ -
		Community Outreach Services	2040	N						$ -
182N	GROW	GROW	2013	N						$ -
190N	PES Relief Plan (Non Medi-Cal/Non Healthy Families)	PES Relief Plan (Non Medi-Cal/Non Healthy Families)	2045	N						$ -
190M	PES Relief Plan (Medi-Cal/Healthy Families)	PES Relief Plan (Medi-Cal/Healthy Families)	2045	Y						$ -
	Unique Categorically Funded Programs (Specify)									
300N	DCFS Medical Hubs (VIP)	DCFS Medical Hubs	2044	N						$ -
301M	DCFS Starview PHF	DCFS Starview PHF	2038	Y						$ -
302N	DCFS Independent Living (Hillview)	DCFS Independent Living (Hillview)	2039	N						$ -
303N	DCFS THP (HFLF)	DCFS THP (HFLF)	2039	N						$ -
310N	DHS Social Model (Dual Diagnosis)	DHS Social Model (Dual Diagnosis)	2010	N						$ -
311N	DHS LAMP (Dual Diagnosis)	DHS LAMP (Dual Diagnosis)	2010	N						$ -
312N	DHS BHS (Dual Diagnosis)	DHS BHS (Dual Diagnosis)	2010	N						$ -
320M	Juvenile Justice Program/Title IV-E - MST (Starview)	Juvenile Justice Program/Title IV-E - MST (Starview)	2127	Y						$ -
330N	Other Employment Services/CCJCC (SSG)	Other Employment Services/CCJCC (SSG)	None	N						$ -
340N	CGF IMD Step Down (Non Medi-Cal/Non Healthy Families)	CGF IMD Step Down (Non Medi-Cal/Non Healthy Families)	2119	N						$ -
340M	CGF IMD Step Down (Medi-Cal/Healthy Families)	CGF IMD Step Down (Medi-Cal/Healthy Families)	2119	Y						$ -
350N	In-Jail Treatment & Linkage	CalEMA	2115	N						$ -
		BJA-In-Jail Treatment & Linkage	2118	N						$ -
360M	Tri-City Realignment	Tri-City Realignment	2082	Y						$ -
CGF FUNDED PROGRAMS (400-499)										
400N	DMH (Non Medi-Cal/Non Healthy Families Services)	DMH Mental Health Services (Non Medi-Cal/Non Healthy Families)	1000	N						$ -
400M	DMH (Medi-Cal/Healthy Families Services)	DMH Mental Health Services (Medi-Cal/Healthy Families)	1000	Y						$ -

A Rank	B Funded Program	C Subprogram	D IS Plan	E Medi-Cal Reimbursable (Y/N)[1]	F Non-Medi-Cal Funds: Direct/ Indirect Srvcs (IS)	F Non-Medi-Cal Funds: Manual Invoice	G Medi-Cal/Healthy Family Funds: EPSDT Medi-Cal	G Medi-Cal/Healthy Family Funds: Non-EPSDT Medi-Cal	G Medi-Cal/Healthy Family Funds: Healthy Families	H Subprogram Amount (Gross Dollars)
MENTAL HEALTH SERVICES ACT (MHSA) PROGRAMS (500-899)										
500N	Full Service Partnerships (Non Medi-Cal/Non Healthy Families)	Child FSP - Family Support Services	2050	N						$ -
		Child FSP (Non Medi-Cal/Non Healthy Families)	2047	N						$ -
		TAY FSP (Non Medi-Cal/Non Healthy Families)	2051	N						$ -
		Adult FSP (Non Medi-Cal/Non Healthy Families)	2054	N						$ -
		Older Adult FSP (Non Medi-Cal/Non Healthy Families)	2057	N						$ -
500M	Full Service Partnerships (Medi-Cal/Healthy Families)	Child FSP (Medi-Cal/Healthy Families)	2047	Y						$ -
		TAY FSP (Medi-Cal/Healthy Families)	2051	Y						$ -
		Adult FSP (Medi-Cal)	2054	Y						$ -
		Older Adult FSP (Medi-Cal)	2057	Y						$ -
		Child Wraparound (Medi-Cal/Healthy Families)	2107	Y						$ -
		TAY Wraparound (Medi-Cal/Healthy Families)	2114	Y						$ -
510N	Field Capable Clinical Services (FCCS) Non Medi-Cal/Non Healthy Families	Child FCCS (Non Medi-Cal/Non Healthy Families)	2058	N						$ -
		TAY FCCS (Non Medi-Cal/Non Healthy Families)	2078	N						$ -
		Adult FCCS (Non Medi-Cal/Non Healthy Families)	2052	N						$ -
		Adult FCCS - Service Extenders	None	N						$ -
		Older Adult FCCS (Non Medi-Cal/Non Healthy Families)	2070	N						$ -
		Older Adult FCCS - Service Extenders	None	N						$ -
510M	Field Capable Clinical Services (FCCS) Medi-Cal/Healthy Families	Child FCCS (Medi-Cal/Healthy Families)	2058	Y						$ -
		TAY FCCS (Medi-Cal/Healthy Families)	2078	Y						$ -
		Adult FCCS (Medi-Cal)	2052	Y						$ -
		Older Adult FCCS (Medi-Cal)	2070	Y						$ -
520N	Wellness Centers (Non Medi-Cal/Non Healthy Families)	Wellness/Client-Run Centers (Non Medi-Cal/Non Healthy Families)	2068	N						$ -
520M	Wellness Centers (Medi-Cal/Healthy Families)	Wellness/Client-Run Centers (Medi-Cal/Healthy Families)	2068	Y						$ -
530N	Alternative Crisis Services (Non Medi-Cal/Non Healthy Families)	Enriched Residential Services (Non Medi-Cal/Non Healthy Families)	2060	N						$ -
		Urgent Care Center (Non Medi-Cal/Non Healthy Families)	2062	N						$ -
530M	Alternative Crisis Services (Medi-Cal/Healthy Families)	Enriched Residential Services (Medi-Cal/Healthy Families)	2060	Y						$ -
		Urgent Care Center (Medi-Cal/Healthy Families)	2062	Y						$ -
540N	IMD Step-Down (Non Medi-Cal/Non Healthy Families)	IMD Step Down (Non Medi-Cal/Non Healthy Families)	2056	N						$ -
540M	IMD Step-Down (Medi-Cal/Healthy Families)	IMD Step Down (Medi-Cal/Healthy Families)	2056	Y						$ -
600N	Prevention & Early Intervention Programs (PEI) Non Medi-Cal/Non Healthy Families	PEI - Children (Non Medi-Cal/Non Healthy Families)	2098	N						$ -
		PEI - TAY (Non Medi-Cal/Non Healthy Families)	2101	N						$ -
		PEI - Adult (Non Medi-Cal/Non Healthy Families)	2092	N						$ -
		PEI - Older Adult (Non Medi-Cal/Non Healthy Families)	2093	N						$ -
		PEI - School Health Clinic Project (Non Medi-Cal/Non Healthy Families)	new	N						$ -
		PEI - Special Programs (Non Medi-Cal/Non Healthy Families)	2091	N						$ -
600M	Prevention & Early Intervention Programs (PEI) Medi-Cal/Healthy Families	PEI - Children (Medi-Cal/Healthy Families)	2098	Y						$ -
		PEI - TAY (Medi-Cal/Healthy Families)	2101	Y						$ -
		PEI - Adult (Medi-Cal/Healthy Families)	2092	Y						$ -
		PEI - Older Adult (Medi-Cal/Healthy Families)	2093	Y						$ -
		PEI - School Health Clinic Project (Medi-Cal/Healthy Families)	new	Y						$ -
		PEI - Special Programs (Medi-Cal/Healthy Families)	2091	Y						$ -
700N	Innovation (Non Medi-Cal/Non Healthy Families)	Integrated Mobile Health Team (IMHT)	2130	N						$ -
		Integrated Services Management Model (ISM)	2129	N						$ -
		Integrated Clinic Model (ICM)	2128	N						$ -
		Integrated Peer-Run Model - Community Outreach Services	2132	N						$ -
700M	Innovation (Medi-Cal/Healthy Families)	Integrated Mobile Health Team (IMHT)	2130	Y						$ -
		Integrated Services Management Model (ISM)	2129	Y						$ -
		Integrated Clinic Model (ICM)	2128	Y						$ -
	Unique MHSA Programs (Specify)									
800N	Probation Camps	Probation Camp Program	2053	N						$ -
810N	Jail Transition & Linkage	Jail Transition & Linkage	None	N						$ -
820N	Planning, Outreach & Engagement	Planning, Outreach & Engagement	2084	N						$ -
830N	One-Time Funding	PEI Training	None	N						$ -
		Tier II One-Time Expenditure	None	N						$ -
	Maximum Contract Amount									$ 474,824

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

Service Delivery Site Exhibit

CONTRACTOR NAME: Junior Blind of America

LEGAL ENTITY NO.: TBA

PERIOD: FYs 2011-12, 2012-13 and 2013-14

*DESIGNATED PROGRAM OFFICE	SERVICE EXHIBIT NO.	PROV. NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT
C	104-A, 402, 403, 404-A, 406-A	TBA	5300 Angeles Vista Boulevard Los Angeles CA 90043	Countywic	2

*Legend: Adult Systems of Care (A)
Child, Youth and Family Program Administration (C)
Critical Care (CC)
Court Programs (CP)
Older Adult Program (OA)
Transition Age Youth (TAY)
Homeless (H)
Managed Care (MC)

SERVICE EXHIBITS

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

DESCRIPTION	CODES	
Targeted Case Management Services (Rehab. Option)	104-A	1
Short-Term Crisis Residential Services (Forensic)	201	
Crisis Stabilization Services (Rehab. Option)	202-A	
Vocational Services	304-A	
Day Rehabilitation Services (Adult) (Rehab. Option)	308-B	
Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)	309-B	
Day Treatment Intensive Services (Adult) (Rehab. Option)	310-B	
Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)	311-B	
Mental Health Services (Rehab. Option)	402	2
Medication Support Services (Rehab. Option)	403	3
Crisis Intervention Services (Rehab. Option)	404-A	4
Mental Health Service Treatment Patch (La Casa)	405	
Therapeutic Behavioral Services	406-A	5
Outreach Services	501-A	
Outreach Services (Suicide Prevention Services)	502-A	
Intensive Skilled Nursing Facility Services	601	
Mental Health Rehabilitation Centers (La Casa Mental Health Rehabilitation Center)	602	
Intensive Skilled Nursing Facility Services (La Paz)	603	
Intensive Skilled Nursing Facility Services Forensic Treatment	604	
Skilled Nursing Facilities (Psychiatric Services)	605	
Skilled Nursing Facility – Special Treatment Program Services (SNF-STP/Psychiatric Services)	608	
Intensive Skilled Nursing Facility Services – Enhanced Treatment Program (ETP)	609	
Socialization Services	701-A	
Life Support Services	801	
Case Management Support Services	802-A	
Case Management Support Services (Forensic)	803-A	
Case Management Support Services (Children & Youth)	804-A	
Life Support Services (Forensic)	805	
Independent Living Services	901	
Local Hospital Services	902	

Revised: 05/16/2011

1	Semi-Supervised Living Services	904	
2	Adult Residential Treatment Services (Transitional) (MSHA)	912	
3	Adult Residential Treatment Services (Long Term)	913	
4	Non-Hospital Acute Inpatient Services (La Casa PHF)	914	
5	Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)	915	
6	Assertive Community Treatment Program (ACT)	921	
7	Psychiatric Inpatient Hospital Services	930	
8	Primary Linkage and Coordination Program	1001	
9	Service Provisions (Organizational Provider Only)	1003	
10	Consumer Run/Employment Program	1005	
11	Client Supportive Services (***Includes Attachment A Reimbursement Procedures***		
12	***and Attachment B Monthly Claim for Cost Reimbursement***)	1010-A	
13	Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services	1011	
14	Mental Health 24-Hour Services Children Under Age 18 Basic Services	1012	
15	Supportive Services – Residential Programs (***Includes Attachment A***		
16	***Reimbursement Procedures and Attachment B- Monthly Claim for***		
17	***Cost Reimbursement)***	1013	
18	Client Supportive Services-Mental Health Services Act Programs (***Includes***		
19	***Attachment A - Reimbursement Procedures and Attachment B - Monthly***		
20	***Claim for Cost Reimbursement)***	1014-A	
21	Full Service Partnership (FSP)	1015	
22	Supportive Services – Intensive Residential Program (***Includes Attachment A-***		
23	***Reimbursement Procedures and Attachment B - (Monthly Claim for***		
24	***Cost Reimbursement)***	1016	
25	Client Supportive Services (New Directions) (***Includes Attachment A***		
26	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
27	***Reimbursement***)	1018	
28	Family Support Services	1019	
29	Service Extender Stipend Program Mental Health Services Act Programs		
30	***(Includes Attachment A Reimbursement Procedures and Attachment B***		
31	***Monthly Claim for Cost Reimbursement)***	1020	
32	Client Supportive Services Field Capable Clinical Services (FCCS) Mental Health		
33	Services Act Programs (***Includes Attachment A Reimbursement Procedures***		
34	***and Attachment B Monthly Claim for Cost Reimbursement)***	1021	
35	Intensive In-Home Mental Health Services	1022	
36	Intensive Treatment Foster Care	1025	

1	One-Time Expenses Associated with Program Development for Intensive		
2	In-Home Evidence Based Practices ***(Includes Attachment A Reimbursement***		
3	***Procedures and Attachment B Monthly Claim Cost Reimbursement)***	1026	
4	Outreach and Engagement Services (MHSA Only)	1027	
5	Enriched Residential Services (Alternative Crisis) (Adults)	1028	
6	IMD Step-Down Programs (Adults)	1029	
7	Urgent Care Centers (Alternative Crisis) (Adults)	1030	
8	Client Supportive Services Homeless CalWORKs Families Project ***(Includes***		
9	***Attachment A Reimbursement Procedures and Attachment B Monthly***		
10	***Claim for Cost Reimbursement)***	1031	
11	Star View-PHF-Supplemental Financial Support	1032	
12	Star View-CTF-Supplemental Financial Support	1033	
13	Field Capable Clinical Services (FCCS)	1035	
14	Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and		
15	Early Intervention (PEI) Plan	1036	
16	One-Time Expenses Associated with Starting a new MHSA Program for PEI Early		
17	Start Suicide Prevention Program ***(Includes Attachment A-Reimbursement***		
18	***Procedures and Attachment B Monthly Claim Cost Reimbursement)***	1037	
19	One-Time Expenses Associated with Starting a New MHSA Program for		
20	Urgent Care Center – Exodus Recovery, Inc. ***(Includes Attachment A***		
21	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
22	***Reimbursement)***	1038	
23	PEI Early Intervention EBP programs for Children & TAY	1039	
24	Exodus Recovery, Inc. Urgent Care Center	1040	
25	MHSA Program for Innovation (INN) Plan Integrated Mobile Health Team	1041	
26	Client Supportive Services for MHSA INN Plan Programs	1042	
27	One-Time Expenses Associated with Implementing a New MHSA Program for		
28	Prevention and Early Intervention (PEI) Program ***(Includes Attachment A***		
29	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
30	***Reimbursement)***	1046	
31	Prevention and Early Intervention (PEI) Program ***(Includes Attachment A***		
32	***MHSA PEI Programs Core Interventions and Ancillary Services Guide and***		
33	***Attachment B PEI Evidenced Based Practices (EBP) Outcome Measures)***	1047	
34	Mental Health Integration Program Model	1048	

Provider No. _____

SERVICE EXHIBIT __1__

TARGETED CASE MANAGEMENT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Locating and securing an appropriate living environment;

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

(3) Pre-placement visit(s);

(4) Negotiation of housing or placement contracts; and

(5) Placement and placement follow-up.

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

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

(2) Approval of plans; and

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

Provider No. _____

SERVICE EXHIBIT 2

MENTAL HEALTH SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Assessment;

B. Evaluation;

C. Collateral;

D. Therapy (Individual, Group, Family);

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

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

Provider No. _____

SERVICE EXHIBIT 3

MEDICATION SUPPORT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Obtaining informed consent;

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

Provider No. _____

SERVICE EXHIBIT 4

CRISIS INTERVENTION SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

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

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

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

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

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

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

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

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

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

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

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

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

A. Assessment;

B. Collateral; and

C. Individual Therapy.

SERVICE EXHIBIT 5

THERAPEUTIC BEHAVIORAL SERVICES

(MODE OF SERVICE 15)

1. **GENERAL**: Therapeutic Behavioral Services (TBS) are supplemental specialty mental health services covered under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) benefit. TBS is an intensive one-to-one, short-term outpatient treatment intervention for children and youth with serious emotional disturbance, who are experiencing a stressful transition or life crisis and need additional short-term support to prevent placement in a group home of Rate Classification Level (RCL) - 12 through 14 or a locked facility for the treatment of mental health needs, including acute care; or to enable a transition from any of those levels to a lower level of residential care.

Medical necessity criteria must be met for reimbursement of specialty mental health services through the Medi-Cal Program. There must be a diagnosis identified in the California Code of Regulations (CCR), Title 9, Chapter 11, 1830.205 (see Appendix 2). A detailed description of these diagnosis may be found in the Diagnostic and Statistical Manual of Mental Health Disorders, (DSM), published by the American Psychiatric Association. In addition, there must be impairment as a result of the mental disorder, an intervention that addresses the impairment, and there must be an expectation that the intervention will significantly diminish the impairment or prevent deterioration, or allow for individually appropriate developmental progress.

Specific criteria for medical necessity for MHP specialty mental health services reimbursement for eligible beneficiaries under 21 years of age are identified in CCR, Title 9, Chapter 11, 1830.210.

A "Specialty Mental Health Service" must be one of the following as defined by California Code of Regulations:

(a) Rehabilitative Mental Health Services, including:

(1) Mental health services;

(2) Medication support services;

(3) Day treatment intensive;

(4) Day rehabilitation;

(5) Crisis intervention;

(6) Crisis stabilization;

(7) Adult residential treatment services;

(8) Crisis residential treatment services;

(9) Psychiatric health facility services;

(b) Psychiatric Inpatient Hospital Services;

(c) Targeted Case Management ;

(d) Psychiatric Services;

(e) Psychologist Services;

(f) EPSDT Supplemental Specialty Mental Health Services; and

(g) Psychiatric Nursing Facility Services.

The interventions are provided to address an immediate and specific need (behaviors or symptoms) in the child or youth's life that place the child or youth at risk of placement at a higher level of residential care or to enable a transition from any of those levels to a lower level of residential care. TBS should be terminated once the behaviors or symptoms have been resolved or reduced to an acceptable level and no additional behaviors or symptoms that place the child or youth at risk have been identified. TBS must be therapeutic in nature. TBS are not reimbursable when the services are **solely** for the convenience of the family or other caregivers, physician or teacher; to provide supervision or to assure compliance with terms and conditions of probation; to ensure the child/youth's physical safety or the safety of others, e.g., suicide watch; or address conditions that are not part of the child/youth's mental health condition. TBS are also not reimbursable for children/youth who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and who are able to appropriately handle transitions during the day; for children/youth who will never be able to sustain non-impulsive self directed behavior and engage in appropriate

community activities without full-time supervision; when the beneficiary is an inpatient of a hospital, psychiatric health facility, nursing facility, IMD, or crisis residential program. Caution must be taken, even with medically necessary TBS, to ensure that counter-productive dependency is not fostered.

Contractor must meet the organizational provider qualifications established in CCR, Title 9, Chapter 11, Section 1810.435. Contractor shall be certified by Los Angeles County - Department of Mental Health (LAC-DMH) as a Short-Doyle/Medi-Cal Mental Health Provider and meet the statewide provider selection criteria specified in CCR, Title 9, Chapter 11 Section 1810.435.

Contractor must attend monthly TBS providers' meetings facilitated and scheduled by LAC-DMH.

The definition of Service Function Code (SFC) unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in SDMH LETTER No. 99-03 and DMH Information Notice 03-01.

2. **PERSONS TO BE SERVED**: To qualify for Medi-Cal reimbursement for this service, a child/youth must meet the following criteria:

A. Eligibility for TBS – Individual must:

1) Be a full-scope Medi-Cal beneficiary, under the age of 21 years;

2) Meet Medi-Cal Necessity criteria as defined in CCR Title 9, Chapter 11, Section 1830.210.

B. Be a member of the Certified Class:

1) Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs, which is not an IMD. Placement in an IMD disqualifies child/youth from receiving federally reimbursed Medi-Cal Services;

2) Child/youth is being considered by the County for placement in a facility described in 1 above;

3) Child/youth has undergone at least one emergency psychiatric hospitalization related to their current presenting disability within the preceding 24 months;

4) Child/youth previously received TBS while a member of the certified class.

3. **STAFFING**: Individuals who assess beneficiaries to determine the need for TBS and individuals who provide direct TBS interventions must meet the requirements of the Judgment and Permanent Injunction in Emily Q v. Bonta, which requires that TBS providers have training in behavior analysis with an emphasis on positive behavioral interventions. Individuals who assess beneficiaries must meet the requirements of a Licensed Practitioner of the Healing Arts (LPHA).

4. **SUPERVISION**: Contractor will ensure that staff providing direct TBS will receive, at a minimum, 1 hour a week of individual supervision, and group supervision twice each month. Additionally, contractor will ensure that staff delivering TBS have access to a supervisor at all times during which they are actively delivering TBS.

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

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

7. **PROGRAM ELEMENTS AND SERVICES**: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and DMH Letter No. 99-03, DMH Information

Notice No: 02-08 and DMH Information Notices: 00-03, and 03-01 for the term of this Agreement. Services shall include, but are not limited to:

A. Critical, short-term supplemental support services for full-scope Medi-Cal children/youth for whom other intensive specialty mental health Medi-Cal reimbursable interventions and potentially in some cases, other human services alone, have not been, or are not expected to be, effective without additional supportive services;

B. A written service plan for each child/youth receiving TBS is provided as one component of an array of specialty mental health services defined in the coordination plan. The client's progress towards the goals and objectives in the service plan shall be reviewed at least monthly and shall include a transition plan to decrease or discontinue services when they are no longer needed. Contractor shall notify State DMH and County DMH of the provision of TBS within 30 days of inception of the service and quarterly thereafter. The person providing Therapeutic Behavioral Services shall be a licensed practitioner of the healing arts or trained staff under the supervision of a licensed practitioner of the healing arts, and shall be available on-site to provide individualized one-to-one behavioral assistance and interventions to accomplish outcomes specified in the TBS service plan;

C. For services to children/youth who, without TBS, would require a more restrictive level of residential care, services shall be designed to:

1. Prevent placement of the child/youth in a more restrictive residential level of care for children/youth at imminent risk or expected to be at imminent risk of removal from the home or residential placement; or

2. Enable placement of the child/youth in a less restrictive residential level, such as enabling a discharge from acute care, a step down from a group home to a foster home or return to natural home, etc.

D. Assisting the child/youth to engage in, or remain engaged in, appropriate activities;

E. Helping to minimize the child's/youth's impulsive behavior;

F. Helping to increase the child's/youth's social and community competencies by building or reinforcing those daily living skills that will assist the child/youth in living successfully at home and in the community;

G. Providing immediate behavioral reinforcements;

H. Providing time-structuring activities;

I. Preventing inappropriate responses;

J. Providing cognitive behavioral approaches, such as cognitive restructuring, use of hierarchies, and graduated exposure; and

K. Collaborating with and support for the family caregivers' efforts to provide a positive environment for the child.

L. TBS is delivered face-to-face by the provider to the child or youth for whom the services are authorized.

M. TBS involves proactive interventions, not general supervision.

N. TBS must be provided in a manner that decreases the need for TBS and does not foster dependency.

O. TBS staff providing TBS to a child or youth may not provide services to another child or youth during the same period authorized for TBS.

P. Transporting a child or youth is not a reimbursable TBS service. Accompanying a child or youth who is being transported may be reimbursable, depending on the specific circumstances.

Q. TBS is not intended to supplant the child or youth's other mental health services provided by other mental health staff.

R. Direct TBS providers delivering TBS in group homes may not be counted in the group home ratio, during the same time they are delivering TBS.

S. Direct TBS providers delivering TBS at day treatment intensive or day rehabilitation sites may not be counted in the day treatment intensive or day rehabilitation staffing ratio.

T. Staff providing TBS are not authorized to provide seclusion.

8. **TBS DOCUMENTATION**:

A. TBS Assessment: Initial and on-going assessments of the need for TBS may be accomplished through the **TBS Supplemental Assessment Form** specifically targeted to determining whether TBS is needed. Consistent with DMH Letter No. 99-03, Section III, "Criteria for Medi-Cal Reimbursement for Therapeutic Behavioral Service", an assessment for specialty mental health services, either focused on TBS or with TBS consideration as a component, must be comprehensive enough to identify that the child or youth meets medical necessity criteria, is a full-scope Medi-Cal beneficiary under 21 years of age, and is a member of the certified class; that there is a need for specialty mental health services in addition to TBS; and that the child or youth has specific behaviors and/or symptoms that require TBS.

The **TBS Supplemental Assessment Form** must:

- Identify the child or youth's *specific* behaviors and/or symptoms that jeopardize continuation of the current residential placement or the *specific* behaviors and/or symptoms that are expected to interfere when a child or youth is transitioning to a lower level of residential placement.
- Describe the critical nature of the situation, the severity of the child or youth's behaviors and/or symptoms, what other less intensive services have been tried and/or considered, and why these less intensive services are not or would not be appropriate.
- Provide sufficient clinical information to demonstrate that TBS is necessary to sustain the residential placement or to successfully transition to a lower level of residential placement and can be expected to provide a level of intervention necessary to stabilize the child or youth in the existing residential placement or to address behaviors and/or symptoms that jeopardize the child or youth's transition to a lower level of care.
- Identify what changes in behavior and/or symptoms TBS is expected to achieve and how the child's therapist or treatment team will know when these services have been successful and can be reduced or terminated.

- Identify skills and adaptive behaviors that the child or youth is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

Concrete identification of behaviors and interventions in the assessment process is the key component necessary to developing an effective TBS service plan.

The MHP may conditionally authorize/approve the provision of TBS for a maximum of 30 calendar days when class membership cannot be established for child/youth. This may be done:

- Up to 30 days or until class membership is established, whichever comes first; and
- When the child/youth presents with urgent or emergency conditions that jeopardize his/her current living arrangement.

Documentation must include evidence that TBS is medically necessary and the most appropriate level of service available to address the child/youth's mental health condition.

B. TBS Service Plans: A TBS service plan is a separate service plan for the delivery of TBS. The TBS service plan is intended to provide clinical direction for one or a series of short-term intervention(s) to address very specific behaviors and/or symptoms of the child or youth as identified by the assessment process. TBS service plans must include:

- Clearly specified targeted behaviors and/or symptoms that jeopardize the residential placement or transition to a lower level of residential placement and that will be the focus of TBS.
- A specific plan of intervention for each of the targeted behaviors or symptoms identified in the assessment and the service plan.
- A specific description of the changes in the behaviors and/or symptoms that the interventions are intended to produce, including a time frame for these changes.
- A specific way to measure the effectiveness of the intervention at regular

intervals and documentation of changes in planned interventions when the original plans are not achieving expected results.

- A transition plan that describes in measurable terms how and when TBS will be decreased and ultimately discontinued, either when the identified benchmarks (which are the objectives that are met as the beneficiary progresses towards achieving service plan goals) have been reached or when reasonable progress towards goals is not occurring and, in the clinical judgment of the individual or treatment team developing the plan, are not reasonably expected to be achieved. Additionally, the TBS service plan will address assisting parents/caregivers with skills and strategies to provide continuity of care when TBS is discontinued.

- As necessary, a plan for transition to adult services, when the beneficiary turns 21 years old and is no longer eligible for TBS. This plan will also address assisting parents/caregivers with skills and strategies to provide continuity of care when TBS is discontinued, when appropriate in the individual case.

- If the beneficiary is between 18 and 21 years of age, notes regarding any special considerations that should be taken into account, e.g., the identification of an adult case manager.

C. TBS Service Plan Addendum: A service plan addendum or other mechanism should be used to document the following situations:

- There has been **significant** changes in the child/youth's environment or circumstances since the initial development of the TBS service plan.

- The TBS provided to the child/youth has not been effective and the child or youth is not making progress as expected towards identified goals. In this situation, there must be documented evidence in the chart and any additional information from the provider indicating that which alternatives have been considered, and that the requested additional hours/days for TBS are based on the documented expectation that the additional time will be effective.

D. TBS Progress Notes: TBS Progress notes should clearly document the

occurrence of the specific behaviors that threaten the stability of the current placement or interfere with the transition to a lower level of residential placement, and which are the result of the covered mental health diagnosis, and the interventions provided to ameliorate those behaviors/symptoms.

Progress Note Guidelines

For the substantiation of all mental health services it is critical to maintain documentation that is **clear, concise** and **succinct.**

All TBS Progress notes should include the following:

- **DATE**: The date of service must be documented for all services rendered.
- **LEGIBILITY**: Charting must be legible, including the legibility of provider's signature and professional credentialing.
- **INTERVENTION:** Each progress note must document key clinical decisions and interventions that are directed to the TBS goals of the child/ youth.
    - Documentation must reflect interventions that are consistent with the TBS client plan.
    - Documentation must identify clinical interventions provided that are designed to change or eliminate maladaptive behaviors and increase adaptive behaviors (not provided solely for the convenience of the family or other caregivers, physician, teacher, or staff).
    - Documentation must focus on identified target behaviors.
    - Documentation must identify child/youth's receptivity/response to interventions.
    - TBS documentation should not address conditions that are not part of the identified child/youth's mental health condition.
- **SIGNATIURE**: A signature (or electronic equivalence) of the staff

providing the service, including their clinical license, professional degree, or job title (if staff member is licensed, clinical license, such as LCSW, MD, MFT, etc., must be included).

- **TIMELINESS/FREQUENCY**: Records should include a corresponding note for every TBS service contact including, but not limited to:
  - Direct one-to-one TBS service
  - TBS Supplemental Assessment and/or Reassessment
  - TBS Collateral contact (see CCR Title 9 Section 1810.206)
  - TBS Service Plan or Client Care Coordination Plan or its documented review/updates

Progress notes must include a comprehensive summary covering the time TBS services are provided, but need not document every minute of service time.

9. **COORDINATION BETWEEN TBS AND OTHER SERVICES**: TBS may only be provided to children and youth who are also receiving other specialty mental health services; therefore, there is a potential for the child or youth to be receiving TBS at the same time and location that the child or youth is participating in other programs. The potential for overlap presents both a risk and an opportunity. There is an opportunity to provide a blended array of complementary services to a child or youth as long as the purpose, roles and responsibilities of each program and provider remain distinct enough to provide a clear audit trail. All specialty mental health services, including TBS, must be identified as the appropriate intervention necessary to support the beneficiary's efforts in attaining the objectives necessary to achieving the goals of their service plan(s).

The following information should be considered in situations where there is a risk of confusion about program functions and provider roles:

- The role of the staff providing TBS is to implement the TBS service plan by providing the interventions addressing the specific problem behaviors and/or

symptoms TBS is intended to resolve.

- TBS is delivered face-to-face by one provider to the child or youth for whom the services are authorized.
- TBS involves proactive interventions, not general supervision.
- TBS must be provided in a manner that decreases the need for TBS and should not foster dependency.
- TBS staff providing TBS to a child or youth may not provide services to another child or youth during the time period authorized for TBS.
- Transporting a child or youth is not a reimbursable TBS activity. Accompanying a child or youth who is being transported may be reimbursable, depending on the specific circumstances.
- TBS is not intended to supplant the child or youth's other mental health services provided by other mental health staff. For example, TBS staff activities are not reimbursable as TBS, if the TBS staff "fills in" in the absence of a case manager to work with the child or youth on aspects of their mental health that are not the behaviors and/or symptoms TBS is expected to address. TBS must be clearly differentiated from other mental health services as stabilizing a situation in which a child or youth is at risk of placement in an RCL 12 to 14 group home or a locked facility for the treatment of mental health needs or to enable a transition from any of those levels to a lower level of residential care.
- Direct TBS providers delivering TBS in group homes may not be counted in the group home staffing ratio. The TBS provider's function must be clearly differentiated. When the child or youth is a resident of the group home, the child or youth continues to be considered part of the group home census.
- Direct TBS providers delivering TBS at day treatment intensive or day rehabilitation sites may not be counted in the day treatment intensive or day rehabilitation-staffing ratio. The TBS provider's function must be clearly differentiated. If the child or youth is receiving day treatment intensive or day rehabilitation as part of the

child or youth's service plan, that child or youth would continue to be counted as an attendee in the day program. For example, if 24 clients are in a day treatment intensive program, three qualified staff are required to fulfill the staff-to-client ratio (1:8). If one of those 24 clients is also receiving TBS services during some or all of the day treatment intensive hours, the TBS staff may not be included in the day treatment intensive staff-to-client (1:8) ratio. There must be a total of four staff present during the time TBS is being delivered—one for TBS and three for day treatment intensive.

- It is expected that the direct TBS provider would have contact with the child or youth's parents/caregivers. The TBS provider would be delivering "collateral TBS" when working with the caregiver towards the goals of the child or youth's TBS service plan. Direct TBS providers providing collateral service activities as part of TBS must ensure that the collateral contact meets the requirements of Title 9, CCR, Sections 1810.206 and 1840.314. The contact must be with individuals identified as significant in the child or youth's life and be directly related to the needs, goals and interventions of the child or youth as identified on the TBS service plan.
- Staff providing TBS are not authorized to provide seclusion. Staff providing TBS will follow requirements regarding restraint that are applicable to the setting.

10. **DISTINCTION BETWEEN TBS AND OTHER ONE-TO-ONE SERVICES:** One-to-one services available in other settings or through other service delivery systems may focus on some of the same problem behaviors and or use some of the same interventions as TBS. At times, TBS is requested or authorized for use in the same settings or to achieve similar goals. In those cases, distinctions must be made as to the purpose of the service to prevent overlap of services, duplicate billing and confusion for both the beneficiary and the beneficiary's support system. Below are specific distinguishing characteristics among one-to-one services, particularly those that may be provided in group homes or foster homes, and schools.

- The role of caregivers and staff providing TBS are different. Caregivers

such as foster parents or group home staff are responsible for the daily care and supervision of the child or youth. The staffs providing TBS are responsible for providing mental health interventions to address the behaviors and/or symptoms identified by the TBS service plan.

- The role of education staff providing services pursuant to an Individualized Education Plan (IEP) and the role staff providing TBS interventions are different. The education staff are responsible for addressing behaviors that interfere with the child or youth's educational goals or that interfere with the rights of other students to an appropriate learning environment. TBS staff are responsible for providing short-term therapeutic interventions necessary to address the behaviors and/or symptoms identified by the TBS service plan that jeopardize continued placement in their current living arrangement or jeopardize transition to a lower level of residential placement. One-to-one services provided through the education system may be planned as long-term services. TBS must be planned as a short-term service and may not be used solely for the purposes of maintaining a child or youth in a school. In addition, TBS is not reimbursable when TBS staffs attend IEP meetings focused on the child or youth's education goals.

- Activities that primarily involve passive observation of behavior would not generally be appropriate TBS strategies. Passive observation may be appropriate in limited circumstances, e.g., to gather information that will increase the likelihood of successfully implementing a reward and consequence plan for specific problem behaviors or to provide the final evaluation when the child or youth is being transitioned from TBS.

- One-to-one training in activities of daily living (ADLs) is different from TBS interventions. ADL training focuses on teaching skills appropriate to the skill and developmental level of a child or youth to enable maximum independence and self-care. TBS interventions are focused on ameliorating problem behaviors that interfere with the child or youth using these skills effectively.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

I further certify as the official responsible for the administration of Legal Entity Name (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

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

Signature of authorized official _____ Date _____

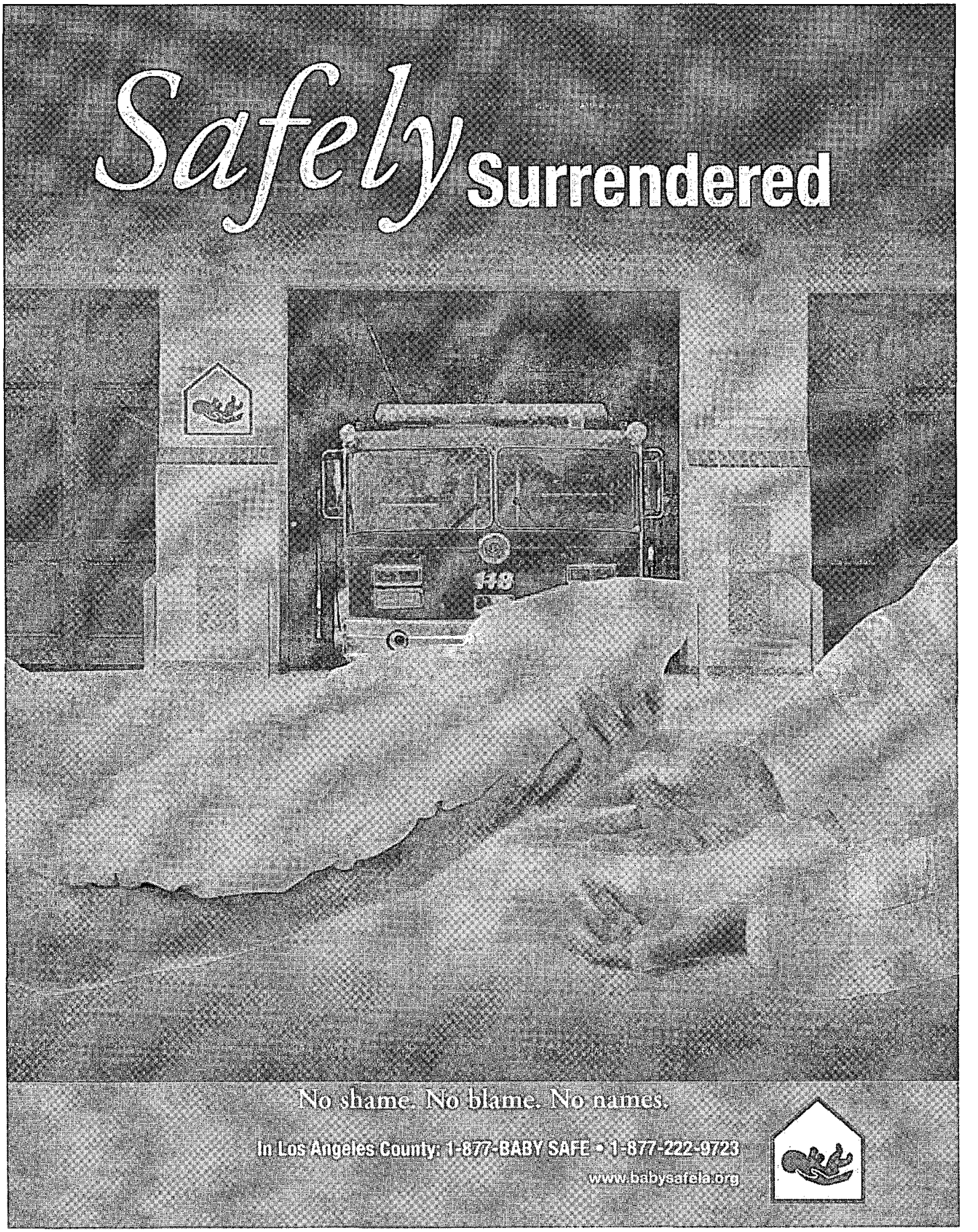
CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Benefits (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o CPT Codes: Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. o **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **A crosswalk of HCPCS and CPT Codes to SFC's is available in legacy files.** **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Clinical Staff and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


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

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

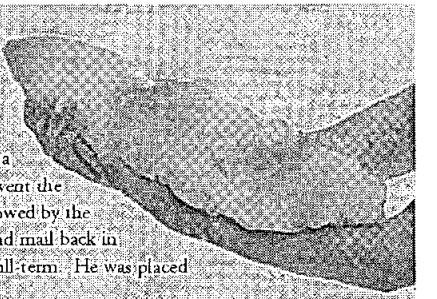
What happens to the parent or surrendering adult?

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

Why is California doing this?

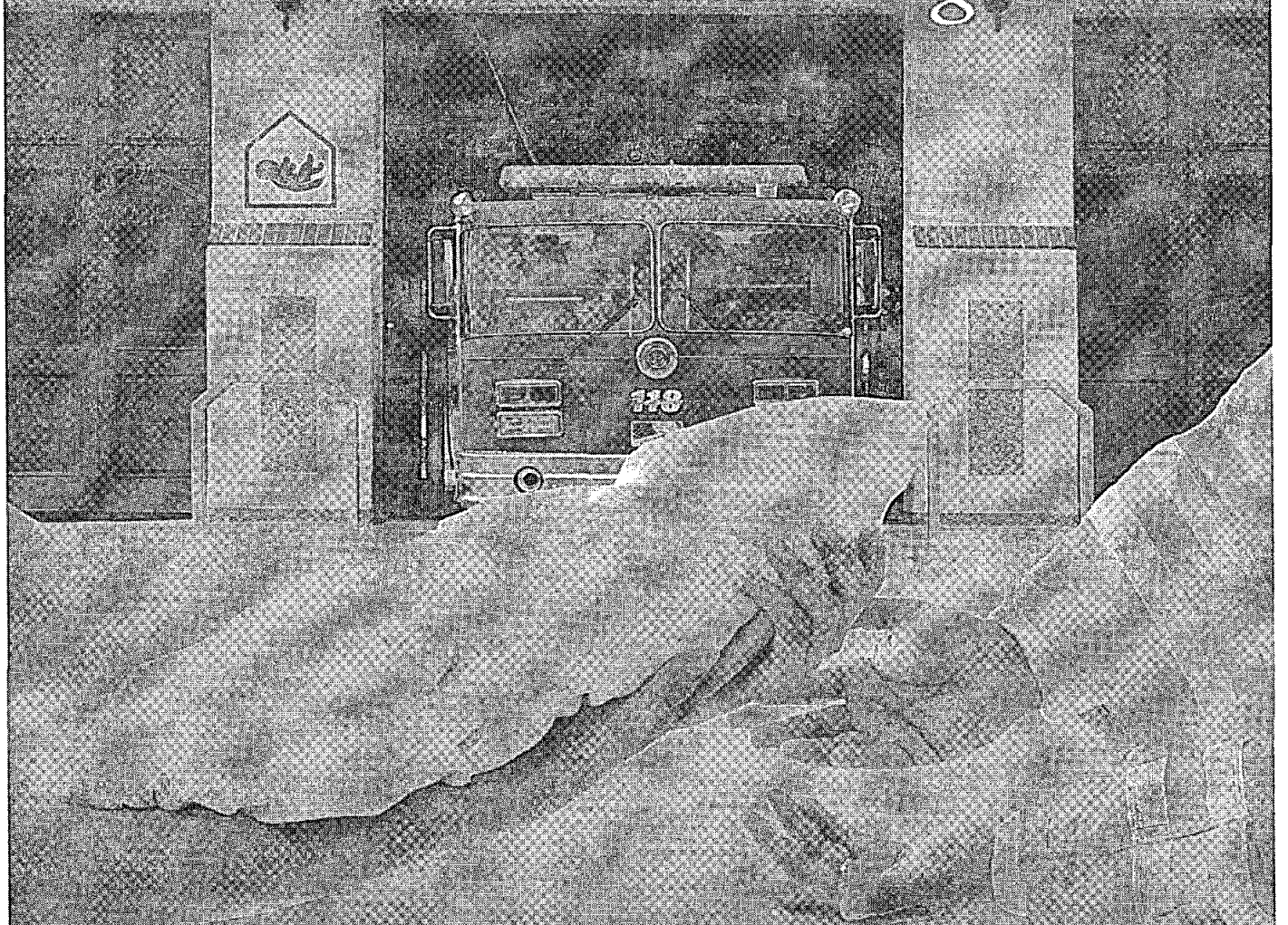
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

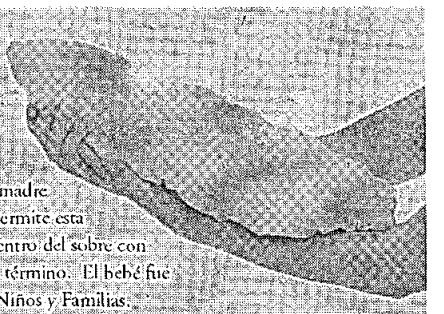
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Legal Entity Name Junior Blind of America
Company Name

Legal Entity Address, City, State Zip
Address

5300 Angeles Vista Boulevard, Los Angeles, CA 90043
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature Date

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

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

Attach I-11

CONTRACTOR (Legal Entity Name): _____

Legal Entity Number: _____

Pursuant to Paragraph 11 **PERFORMANCE STANDARDS AND OUTCOME MEASURES** Contractor shall be subject to the following standards and outcomes that have been checked in the last column titled "Required Outcome" and which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in Paragraph 11, Contractor may be subjected to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are separately identified from this Attachment XI and are instead provided in the respective MHSA service exhibits that are part of this Legal Entity Agreement, if applicable.

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP[1], YSS[2] and YSS-F[3] survey instruments.	✓
Performance Outcomes Project:				
2	Access to Services	Client received continuity of care by being seen within 7 calendar days of discharge from an acute psychiatric hospital. (Systemwide benchmark is 46% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
3		90% or more of responding clients were able to receive services at convenient times and location.	MHSIP, YSS and YSS - F survey instruments.	
4		Client received continuity of care by being seen within 14 calendar days time of discharge from mental health residential treatment program/institutional setting. (Only applicable to residential/institutional service providers. Unplanned discharges are excepted from the 14 day requirement). (Systemwide benchmark is 59% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
5	Client Satisfaction	80% or more of responding clients report that they had someone to talk to when they were troubled.	MHSIP, YSS and YSS-F survey instruments.	
6		80% or more of responding clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F survey instruments.	
7	Clinical Effectiveness	70% or more of responding child/youth get along better with family members.	YSS and YSS-F survey instruments.	
8		70% or more of responding child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.	
9		75% or more of responding child/youth are doing better in school and/or work.	YSS and YSS-F survey instruments.	
10		65% or more of responding Transitional Age Youth are doing better in school and/or work.	MHSIP, YSS, YSS-F	
11		15% or more of responding adult clients are doing better in school and/or work.	MHSIP, YSS and YSS-F survey instruments.	
12		20% or more of responding adult/older adult clients report they deal more effectively with daily problems and/or report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey instruments.	

[1] MHSIP means Mental Health Statistics Improvement Program and is used for adult and older adult surveys.
[2] YSS means Youth Services Survey for Youth.
[3] YSS-F means Youth Services Survey for Families.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

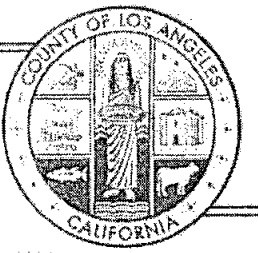
ATTACHMENT II

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

January 24, 2012

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE CONTRACT WITH JUNIOR BLIND OF AMERICA**

This memo is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source contract, notifying the Board of our need to initiate a Sole Source Contract. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into new sole source contract negotiations with Junior Blind of America (Junior Blind). The proposed, pro-rated, 4-month Fiscal Year (FY) 2011-12 Maximum Contract Amount (MCA) will be $484,823. The annualized MCA for FYs 2012-13 and 2013-14 will be $1,454,467, funded by State General Funds (SGF) in the amount of $628,184, Federal Financial Participation (FFP) revenue in the amount of $727,234, and net County cost (NCC) match from the Department of Children and Family Services (DCFS) through intra-fund transfer in the amount of $99,049.

Junior Blind has the unique capacity to provide ongoing specialized mental health services to children ages birth to 18 who are in foster care or at risk of being placed in foster care, that have been diagnosed with severe emotional disturbance, and who are medically fragile, chronically ill, and/or have multiple disabilities.

Over the past 50 years, Junior Blind has gained experience and expertise in helping the blind, visually impaired and/or have multiple disabilities achieve independence. In the 1980's, Junior Blind introduced in-home services for infants who are blind and have multiple disabilities and established a children's residential program to provide a nurturing, structured, and therapeutic treatment environment for children and adolescents, both sighted and visually impaired, between the ages of 5-21 who are medically fragile and/or have multiple disabilities. They have the demonstrated ability to start up new programs quickly, and their experienced staff and expertise allow them to begin delivering contracted services promptly and efficiently.

ATTACHMENT III

SOLE SOURCE CHECKLIST
JUNIOR BLIND OF AMERICA

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
	➢ **Only one bona fide source for the service exists; performance and price competition are not available.** The Junior Blind of America has over 30 years of experience and expertise helping children and adults who are blind, visually impaired or multi-disabled achieve independence. Junior Blind of America is uniquely poised as the residential placement to provide intensive mental health services and pre and post reunification services to DCFS children that are medically fragile, chronically ill or multi-disabled birth to 21 years of age. With their services, the Junior Blind will expand the goals of the Kate A. Strategic Plan that seeks to enhance the system of care to foster children with mental health needs to a population with vast unmet needs.
	➢ **Quick action is required (emergency situation).**
	➢ **Proposals have been solicited but no satisfactory proposals were received.**
	➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.**
	➢ **Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.**
	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.**
	➢ **It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.**
	➢ **Other reason. Please explain:**
	Sheila Shima, **Deputy Chief Executive Officer, CEO** — **Date** 2/7/12