COUNTY OF LOS ANGELES

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DEPARTMENT OF MENTAL HEALTH

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July 03, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 July 3, 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 AMEND TWO LEGAL ENTITY AGREEMENTS AND ENTER INTO ONE NEW LEGAL ENTITY AGREEMENT TO IMPLEMENT INNOVATION - COMMUNITY-DESIGNED INTEGRATED SERVICE MANAGEMENT MODEL FOR THE AFRICAN/AFRICAN-AMERICAN POPULATIONS
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)

SUBJECT

Request approval to amend two existing Legal Entity Agreements with Kedren Community Health Center, Inc., and Special Service for Groups, and enter into one new Legal Entity Agreement with University Muslim Medical Association, Inc. to add State Mental Health Services Act Innovation funding to implement the Community-Designed Integrated Service Management Model for the African/African-American populations.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Amendments, substantially similar to Attachment I, to add State Mental Health Services Act (MHSA) funding to two existing Department of Mental Health (DMH) Legal Entity (LE) Agreements with Kedren Community Health Center, Inc., and Special Service for Groups (SSG) as listed in Attachment II, to provide Community-Designed Integrated Service Management (ISM) Model for the African/African-American (AAA) populations. The Amendments will be for Fiscal Years (FYs) 2012-13 and 2013-14, effective July 3, 2012, through June 30, 2014. The ISM funding for Kedren Community Health Center, Inc., and SSG for each FY is $1,698,246 and $843,612, respectively. The Maximum Contract Amount (MCA) for each LE will be increased by the amounts listed in Attachment II.

2. Approve and authorize the Director, or his designee, to prepare, sign, and execute a LE Agreement, substantially similar to the agreement format in Attachment III, with University Muslim Medical Association, Inc. (UMMA), for the provision of ISM services. The annual MCAs are listed in Attachment II. The term of the Agreement will be effective July 3, 2012, through June 30, 2013, with provisions for one year renewal period through FY 2013-14. The ISM funding is $692,280 for each fiscal year.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to these LE Agreements, as necessary, and establish as a new MCA the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to each contractor under the Agreement for each fiscal year will not exceed an increase of 20 percent from the applicable Board-approved MCA; 2) any such increase will be used to provide additional services or to reflect program and/or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel is obtained prior to such amendment; 5) County and Contractors may, by written amendment, mutually agree to reduce programs and/or services; and 6) the Director notifies your Board and the Chief Executive Office of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to amend two existing LE Agreements with Kedren Community Health Center, Inc., and SSG; and to enter into one new LE Agreement with UMMA. Through a competitive solicitation process, DMH selected these contractors to implement MHSA Innovation (INN) Community-Designed ISM programs.

The MHSA INN plan is the final MHSA plan to be implemented in Los Angeles County. The State Department of Mental Health (SDMH) guidelines define INN projects as novel, creative, and/or ingenious mental health practices/approaches that contribute to learning, and that are developed within communities through a process that is inclusive and representative, especially of un-served, underserved, and inappropriately served individuals. INN projects will be measured by what is learned rather than by program or client-specific outcomes. SDMH expects that the results and lessons learned from INN projects will be important aspects to consider in transforming the current mental health system.

As required by SDMH, DMH's INN Plan was developed through a Community Program Planning Process. Throughout this process, stakeholders expressed that the mental health, physical health, and substance abuse care that is currently provided in Los Angeles County is fragmented and does not fully meet the needs of communities. To address this concern, stakeholders proposed implementation of four integrated models, including the ISM. The other models are Integrated Clinic Model, Integrated Mobile Health Team, and Peer-Run Integrated Service Management Model.

1. The ISM is one of four DMH INN projects. The services to be delivered by existing mental health contractors and new providers will address four specific Learning Goals: The use of one or more multi-disciplinary models of fully integrated health, mental health, and substance abuse services using providers that are embedded within Los Angeles County community systems and result in the accurate identification and appropriate treatment of co-occurring health, mental health, and substance abuse for uninsured, homeless, and Underrepresented Ethnic Populations (UREP) populations.

2. The identification of formal and non-traditional ethnic community resources engaged and utilized to increase access and improve the quality of mental health services for consumers from UREP communities.

3. The integration of mental health, physical health, and substance abuse treatment services to generate a structure that leverages funding streams and results in sustainable, integrated, and multi-disciplinary care that meets the multiple needs of people with mental health disabilities.

4. The use of specially-trained peer providers and peer-run strategies that effectively enhance quality and coordination of care in a measurable and cost-effective manner.

The utilization of existing infrastructure and the leveraging of other programs and funding streams, including Federally Qualified Health Centers, is expected to increase the potential number of individuals served, create an efficient integrated system that promotes interagency collaboration, maximize available resources, and establish sustainable revenue.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The Agreements for FY 2012-13 in the amount of $3,234,138 are funded by State MHSA Revenue in the amount of $2,652,771, Federal Financial Participation (FFP) in the amount of $471,613, and Sales Tax Realignment (State Match) revenue in the amount of $109,755. Funding of these Agreements for FY 2012-13 is included in DMH's FY 2012-13 Recommended Budget. Funding for future fiscal years will be requested in the Department's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All service providers to be awarded for the AAA ISM will be in Service Area 6. Each contractor will provide ISM services, staffed with a multi-disciplinary team of professionals, paraprofessionals, and peer counselors who will have training and experience with health, mental health, and substance abuse. Kedren Community Health Center, Inc., and UMMA will be the prime contractors that will be awarded INN ISM funding, and SSG will be partnering with UMMA who has a LE Agreement with the Department. This is identified as Partnering LE (Attachment II). In these situations, the lead LE becomes the Prime LE provider and will serve as the INN ISM's entity that will ensure there is one integrated health record and one set of administrative and operational policies and procedures.

MHSA INN funds will be used in compliance with Welfare and Institutions Code Section 5891 and California Code of Regulations (CCR), Title 9, Section 3410, Non-Supplant. The draft INN Work Plan was available for stakeholder review and comment from October 20, 2009, through November 19, 2009. Also, a public hearing was held on November 19, 2009, by the Mental Health Commission.

The Agreement format has been approved as to form by County Counsel. DMH administrative staff will review and monitor the contractors' adherence to the Agreements and ensure that the Agreements' provisions and departmental policies are being followed.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amount requirements, DMH notified your Board on April 11, 2012 (Attachment IV), identifying and justifying the need for requesting a percentage increase exceeding 10 percent.

CONTRACTING PROCESS

On January 20, 2011, DMH issued the MHSA INN ISM Request for Services (RFS) No. 2, to identify qualified agencies to implement an ISM service model for various UREP populations. There were no proposals received to implement the AAA ISM. Consequently, DMH re-issued the MHSA INN ISM RFS No. 4, to identify qualified agencies to implement an ISM service model for the AAA populations. Twenty-seven agencies attended the mandatory ISM Proposers' Conference on July 13, 2011. DMH received four proposals for the AAA ISM by the deadline on August 3, 2011. Two of the four proposers were successful and they, along with a partnering LE agency, will receive contract awards. After notification of the RFS results, the unsuccessful proposers were given the opportunity to request a formal debriefing. Following the requested debriefings, the agencies were further presented an opportunity to pursue a Proposer Contractor Selection Review. However, the Department did not receive a response from the agencies by the timeframe specified for this next step.

The Evaluation Committee was comprised of four evaluators and a facilitator. The Evaluation Committee used a specific standardized evaluation tool and an informed averaging process to arrive at final scores.

The Department's Executive Management Team reviewed the Evaluation Committees' finalized evaluation ratings and approved the recommendation to your Board for awards to the highest scoring INN ISM proposers along with a Partnering LE. These LEs are qualified to provide INN ISM services, and there is sufficient funding to award contracts to these agencies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed actions will provide integrated mental health, physical health, and substance abuse services to individuals from ethnic communities who have a severe mental illness or are severely emotionally disturbed.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:DM:RK:do

Enclosures

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

Attachment I

CONTRACT NO. _____

AMENDMENT NO. __

THIS AMENDMENT is made and entered into this 3rd day of July, 2012, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____, and any subsequent amendments (hereafter collectively "Agreement") **(if applicable)**; and

WHEREAS, for Fiscal Years (FYs) 2012-13 and 2013-14 during the term of this agreement, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, on January 30, 2010, State Department Mental Health (SDMH) released the Innovation (INN) guidelines as follows: novel, creative and/or ingenious mental health practices/approaches that contribute to learning, and that are developed within communities through a process that is inclusive and representative, especially of unserved, underserved and inappropriately served individuals; and

WHEREAS, subsequently the Department of Mental Health (DMH) developed the INN Plan in accordance with Stakeholder recommendations; and

WHEREAS, based on community input, DMH developed four INN models that address the needs, priority populations, and special sub-populations selected by the Stakeholders: Integrated Clinic Model, Integrated Mobile Health Team Model,

Community Designed Integrated Service Management (ISM) Model, and Integrated Peer-Run Model; and

WHEREAS, Contractor is being selected pursuant to Mental Health Services Act (MHSA) Request for Services – Community Designed ISM Model and Contractor has agreed to implement services as stated in the Service Exhibit XX Community Designed ISM Model which is attached hereto; **(if applicable)** and

WHEREAS, County and Contractor intend to amend Agreement to add Service Exhibit XX – "One Time Expenses Associated with Starting a New MHSA INN Program" which is attached hereto; and

WHEREAS, County and Contractor intend to amend Agreement to add Service Exhibit XX – "Client Supportive Services for MHSA INN Plan Programs" which is attached hereto; **(if applicable)** and

WHEREAS, Contractor desires to add Mode XX, Service Function Code XX, (individual services), at a provisional rate of $X.XX to Provider Number XXXX located at_____; **(if applicable)** and

WHEREAS, for FYs 2012-13 and 2013-14, County and Contractor intend to amend this Agreement to add MHSA INN Community Designed ISM funds in the amount of $_____, and $ _____, respectively to provide physical health, mental health, and substance abuse services for Under-Represented Ethnic Populations (UREP) communities; and

WHEREAS, for FY 2012-13 only, County and Contractor intend to amend this Agreement to **add** One-Time funds in the amount of $_____ for starting a New MHSA INN Program; and that Cash Flow Advances for these One-Time funds will not be included in the Contractor's Agreement; and

WHEREAS, for FYs 2012-13 and 2013-14, the revised Maximum Contract Amounts will be $ _____, and $ _____, and respectively.

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

1. For FYs 2012-13 and 2013-14, MHSA INN Community Designed ISM funds are added in the amount of $_____ and $ _____, respectively to allow Contractor to provide physical health, mental health, and substance abuse services for UREP communities;

2. For FY 2012-13 only, One-Time funds in the amount of $_____ are added, to enable Contractor to start a new INN MHSA Program. Cash Flow Advances for these One-Time funds will not be included in the Contractor's Agreement.

3. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraph C (Reimbursement for Initial Period) shall be deleted in its entirety and the following substituted therefore:

"C. <u>REIMBURSEMENT FOR INITIAL PERIOD</u>

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

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

(1) <u>Reimbursement For First Automatic Renewal Period</u>: The 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 _____

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

4. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraph N (Cash Flow Advance in Expectation of Services/Activities to be Rendered), subparagraph (8) (Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request) (a) shall be deleted in its entirety and the following substituted therefore:

"(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 $_____ for the first month, $ _____ for the second month, if applicable and $ _____ 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."

5. Financial Summary - _ for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary - _ for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial

Summary - _ for FY 2012-13, shall be deemed amended to state "Financial Summary - _ for FY 2012-13."

6. Financial Summary - _ for FY 2013-14, shall be deleted in its entirety and replaced with Financial Summary - _ for FY 2013-14 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - _ for FY 2013-14, shall be deemed amended to state "Financial Summary - _ for FY 2013-14."

7. Financial Summary Subprogram Schedule - _ for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary Subprogram Schedule - _ for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary Subprogram Schedule - _ for FY 2012-13, shall be deemed amended to state "Financial Summary Subprogram Schedule - _ for FY 2012-13."

8. A Service Exhibit for "MHSA INN-Community Designed ISM" services is added to this Agreement and incorporated herein. **(if applicable)**

9. A Service Exhibit for "One Time Expenses Associated with Starting a New MHSA INN Program" services is added to this Agreement and incorporated herein.

10. A Service Exhibit for "Client Supportive Services for MHSA INN Plan Programs" services is added to this Agreement and incorporated herein. **(if applicable)**

11. Attachment V, Service Delivery Site Exhibit - ___ shall be deleted in its entirety and replaced with Attachment V, Service Delivery Exhibit - ___ attached hereto and incorporated herein by reference. All references in Agreement to Service Delivery Site Exhibit - __ shall be deemed amended to sate "Service Delivery Site Exhibit - ___."

12. Attachment VI, Service Exhibits - __ shall be deleted in its entirety and replaced with Attachment VI, Service Exhibits - __ attached hereto and incorporated herein by reference. All references in Agreement to Service Exhibits - __ shall be deemed amended to sate "Service Exhibits - __."

13. Contractor shall provide services in accordance with Contractor's FY _____ Negotiation Package for this Agreement and any addenda thereto approved in writing by director.

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

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

Provider No. _____

SERVICE EXHIBIT _____

COMMUNITY-DESIGNED
INTEGRATED SERVICE MANAGEMENT MODEL
Provided Under the Mental Health Services Act (MHSA)
Innovation (INN) Plan

1. GENERAL

The Community-Designed Integrated Service Management (ISM) Model is a Mental Health Services Act (MHSA) Innovation (INN) plan model that is designed to increase the quality of services, specifically for underserved ethnic communities by addressing the fragmentation inherent in the current public mental health system of care and by building on the strengths of each particular community. The ISM program envisions models of care that are defined by the communities themselves and promotes collaboration and partnerships between formal and non-traditional service providers, and community-based organizations to integrate physical health, mental health, substance abuse, and other needed care to support the recovery of consumers with a strong emphasis on training peers to perform the outreach and engagement, education, linkage, and advocacy services from the stated Under Represented Ethnic Population (UREP) communities. "Formal" providers (i.e., mental health, physical health, substance abuse, child welfare, and other formal service providers) are traditionally recognized and funded through public and private insurance. "Non-traditional" providers are those that offer community-defined services but may not have credentials that permit reimbursement from public or private insurance.

The implementation of Community-Designed ISM programs will be innovative for several reasons. First, the attempt is to integrate care in a large, diverse urban environment with complex systems of care. Second, ISM programs will differentiate specific needs and approaches for five distinct under-represented ethnic communities. Third, ISM programs will focus on community self-direction for integrated service delivery. Fourth, the ISM program will integrate peers into the model's mix of formal and non-traditional providers. ISM programs will strive to go beyond traditional service delivery by using community strengths and partnerships by creating models of care specifically tailored to each of the five underrepresented ethnic communities that integrate mental health, physical health, and substance abuse services. The significance behind each ISM program's model of care is that it will illuminate, via outcome measures, the extent to which the model will facilitate culturally-informed peer-based services; measure the degree, nature and success of service integration; and provide feedback on which services prove to be the most effective for each ethnic community in developing culturally-competent models of care and care integration.

The ISM Model services will be grounded in ethnic communities with a strong foundation of community-based, non-traditional, and natural support systems such as faith-based organizations, voluntary associations, and other service groups.

The ISM may be comprised of staff that works for a Prime Contractor, a Partnering Contractor(s) and/or a Subcontractor(s). _____ shall serve as the Prime Contractor, _____ as the Partnering Contractor and/or Subcontractor(s). These roles are defined as:

- **Prime Contractor** shall provide specialty mental health services and/or shall be responsible for ensuring that the ISM services provided are integrated and coordinated, and that an integrated medical record/chart is used. Prime Contractor and Partnering Contractor(s) shall be responsible for a Quality Management Program and Plan, a Data Collection Plan, client outcomes and the Performance-Based criteria.

- **Partnering Contractor(s)** shall, similar to the Prime, also provide specialty mental health services. Prime Contractor and Partnering Contractor(s) shall be responsible for a Quality Management Program and Plan, a Data Collection Plan, client outcomes and the Performance-Based criteria.

- **Subcontractor(s)** shall provide the non-traditional services, which are the innovative core of the ISM. The subcontractor(s) shall not provide specialty mental health services.

Contractor is expected to initiate implementation of the ISM service model within thirty days of contract commencement.

2. STATE DEPARTMENT OF MENTAL HEALTH INN PROGRAM GUIDELINES

State Department of Mental Health (SDMH) INN guidelines require that all INN programs lead to learning that advances mental health in California in the directions articulated by the MHSA. SDMH INN guidelines also state that "it is expected that Innovations will evolve and that some elements of a project might not work as originally envisioned. Such learning and adaptations are likely to be key contributions of the INN project. However, if the county and its stakeholders conclude that an INN project is not meeting design and outcome expectations to the extent that continuation is not useful and will not add to the learning, the county may terminate the project." To comply with these guidelines, DMH will conduct a minimum of quarterly reviews of the Contractor's ISM program, including client outcomes and performance-based criteria, throughout the term of the Agreement and at its sole discretion may require changes to the program's elements and/or services or request Board of Supervisor approval to terminate the Prime Contractor's and/or the Partnering Contractors' Agreement(s).

3. LEVERAGING

SDMH guidelines encourage the leveraging of resources through the formation of collaborative partnerships with organizations and systems outside the mental health system that broaden the scope of current mental health practices and maximize

MHSA INN funding. Prime Contractor and Partnering Contractor shall leverage MHSA INN funding with other resources to establish sustainable revenue for the ISM and to increase each ISM's ability to serve the greatest possible number of individuals, including those without medical insurance.

The ability to leverage MHSA INN funding with Federally Qualified Health Center (FQHC) funding and other resources is a requirement. Services provided to clients that are FQHC reimbursable shall not be submitted to DMH for reimbursement. To ensure increased leveraging of FQHC funding, Prime Contractor and/or Partnering Contractor shall establish Medi-Cal benefits for eligible individuals by immediately assisting them to obtain Supplemental Security Income (SSI) or Supplemental Security Disability Insurance (SSDI). Other leveraging resources may include, but are not limited to: Patient Assistance Programs, Drug Medi-Cal, Medicare, Substance Abuse and Mental Health Services Administration (SAMHSA) grants, Substance Abuse Prevention and Control (SAPC) funding, community resources and organizational supports.

4. VALUES AND PRINCIPLES

The ISM shall adhere to the following values and principles:

- Services that are designed to assist individuals to achieve their wellness and recovery/resiliency goals;
- Client-centered services that are driven by clients' own goals and interests;
- Clients will receive holistic support that includes integrated physical health, mental health and substance abuse services, as well as other supports such as transportation, follow-up, encouragement, communication, and wellness activities (e.g., nutrition, exercise, yoga, meditation, and prayer);
- All services provided by organizations and staff will be culturally and linguistically competent in planning and implementation. Emphasis is placed on the communities of each targeted population providing the information to ensure this;
- ISM programs will use networks or collaborative partners grounded in their respective communities for the delivery of services. These collaborative may include grassroots, faith-based organizations, schools, and other entities;
- ISM programs will work within and actively strengthen the natural support systems of specific communities, so that these supports can be part of the clients' recovery process;
- ISM programs will rely on clients, family members, parents, and caregivers to inform service providers on what is helpful and needed to assist them toward recovery;

- ISM programs will promote the inclusion of consumers (peers), family members, parents and caregivers by training them to provide outreach, engagement, and linkage services;

- ISM programs will advocate for client needs and for changes in the system of care that will better support the integration of services and improved outcomes for the client;

- ISM programs will collect outcome-based data to track and adapt integrated support plans that will strengthen system change and promote effective service integration and care management;

- ISM programs will collect outcomes to track the cost effectiveness of the services, in particular whether or not the identified focal population of UREP is being served in a compassionate and efficient manner;

- ISM programs will work with client-centered services which are services driven by the client's own goals and interests;

- ISM programs will provide mental health, health promotion and awareness through culturally competent outreach, education and engagement strategies;

- ISM programs will indicate a willingness to provide necessary ancillary services to support improved mental and physical health, and decrease substance abuse such as transportation support and purchasing clothes, food, toiletries and household goods; and

- ISM programs will work within and actively strengthen natural support systems of specific communities that individuals belong to so that these supports can become part of their recovery process.

5. ISM TARGET POPULATION

The Prime Contractor, Partnering Contractor(s) and subcontractor shall provide services to unduplicated clients of all ages with the following breakdown by UREP group for each year: American Indian/Alaska Native: 88 clients; Asian/Pacific-Islander: 54 clients; Eastern-European/Middle-Eastern: 60 clients; Latino: 92 clients.

ISMs are designed to serve the health, mental health, and substance abuse needs of UREPs (i.e., African/African-American; American Indian/Alaska Native; Asian Pacific-Islander; Eastern-European/Middle-Eastern; and Latino) that have limited access to culturally-appropriate services and/or will be potentially displaced from services due to funding gaps.

These populations include:

1. Families/individuals who have a history of dropping out of health, mental health and substance abuse services;
2. Linguistically-isolated individuals/families;

3. Families that have not accessed health, mental health and substance abuse services due to stigma;
4. Families that have not benefitted from health, mental health and substance abuse services or have received inappropriate services
5. The ISM shall target at a minimum 60% of their clients to come from the indigent/uninsured population;
6. Any client of the ISM must meet Medi-Cal medical necessity criteria for specialty mental health services at the time of assessment in order to continue receiving services **and** demonstrate a general medical condition requiring on-going care **and/or** substance abuse problems (co-occurring disorder).

NOTE: HealthyWay LA clients must be Tier 1 in order to qualify for ISM services. Tier 2 clients do not qualify for ISM services.

Prime Contractor and Partnering Contractor shall outreach to twice as many individuals as the number enrolled in the ISM. The goal is to provide ongoing ISM services to half the number of individuals/families that are outreached to. Prime Contractor and Partnering Contractor shall only provide ongoing services to the ISM target population but may also provide supportive services to family members of those receiving ongoing ISM services. The ISM target population is individuals with SMI or SED that meet Medi-Cal medical necessity criteria for receiving specialty mental health services **and** demonstrate a general medical condition requiring on-going care **and/or** substance abuse (co-occurring) problems or other vulnerabilities. Vulnerabilities include but are not limited to substance abuse or other physical health conditions that require ongoing primary care such as diabetes, hypertension, cardiovascular disease, asthma or other respiratory illnesses, obesity, arthritis and chronic pain.

It is anticipated that at least 50% of individuals receiving ongoing ISM services will have a medical condition that falls in one or more of the following categories:

- Cardiopulmonary, e.g. hypertension, hyperlipidemia, other cardiovascular conditions, asthma, emphysema, chronic obstructive pulmonary disease (COPD); Type II diabetes and/or obesity; Sexually transmitted diseases including HIV/AIDS and hepatitis.

Prime Contractor and Partnering Contractor shall leverage funding (e.g., FQHC, FQHC look-alike, etc) to serve individuals without medical insurance or any other financial resources to pay for services, including both those who are eligible to receive medical insurance (but simply have not) and those who will never be eligible to receive medical insurance. All resources and options must be exhausted by Prime Contractor and Partnering Contractor to leverage funding for primary care services. Only then, with appropriate pre-authorization, can ISM funding be used to pay for limited primary care services.

6. INITIAL ASSESSMENT AND TARGET POPULATION VERIFICATION

ISM staff appropriately trained and with expertise in mental health, physical health and/or substance abuse shall complete a screening for each individual to determine whether they are eligible to receive ongoing ISM services. If the individual is determined to meet the criteria for ISM services, they are given a complete mental health initial assessment. The assessment must be completed by a licensed or license waivered clinician. The mental health initial assessment shall include a clinical analysis of the history and current status of individuals' mental health, including relevant cultural issues with reference to acculturation, and a diagnosis based on this information. At a minimum the assessment will include all five DSM IV Axes. The physical health initial assessment shall include a clinical analysis of an individual's medical history and current physical status that includes a diagnosis based on this information. The substance abuse initial assessment shall include an understanding of the individual's past and current substance use and level of readiness to work toward change.

Prime Contractor and Partnering Contractor shall also use the initial assessment to determine if individuals meet the ISM target population. DMH shall confirm that all individuals meet the ISM target population before ongoing ISM services are provided.

7. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

Prime Contractor and Partnering Contractor shall ensure that all ISM mental health, physical health and substance abuse services are fully integrated and culturally and linguistically appropriate. Culturally and linguistically appropriate services are respectful of and responsive to a client's cultural and linguistic needs based on their cultural identity. Cultural identity may involve ethnicity, race, language, age, country of origin, level of acculturation, gender, socioeconomic class, disabilities, religious/spiritual beliefs, and/or sexual orientation. Culturally competent services require incorporating into all levels of service provision the importance of a client's culture, an assessment of cross-cultural relations, vigilance of the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Prime Contractor and Partnering Contractor shall ensure that all staff has the ability to provide culturally and linguistically appropriate services.

8. SERVICE APPROACHES AND STRATEGIES

The Community-Designed ISM Model will operate as a care management mechanism that coordinates and integrates formal health, mental health and substance abuse services with a holistic network of services that is ingrained in the overarching principles of culturally relevant wellness practices, community-based natural support systems, peer-driven services, and linkage and advocacy to assist families to connect with the specific human service agencies that cater to their needs. Prime Contractor and Partnering Contractor shall maintain a list of accessible holistic network services to which clients are referred and assisted as needed to obtain non-traditional services. Resources must be reputable with demonstrated success in the delivery of these services. The use of these

approaches and strategies shall be well documented and reflected in the clients' care/treatment plans, clinical interventions, and treatment/progress notes.

9. SERVICES TO BE PROVIDED

The ISM services to be provided hereunder are described in Prime Contractor and Partnering Contractor's Proposal/Negotiation Package for the Legal Entity (LE) Agreement, including any addenda thereto, as approved in writing by the Director. Each ISM shall have a program team that will integrate formal and informal provider and community-based resources through the following: 1) Community-Designed Peer-Based Outreach, Engagement, and Education; 2) Integrated Care and Support; 3) Peer-Based Enhanced Services, Linkage, and Advocacy; and 4) Integrated Care Network. ISM program teams shall be set up to work with each client to ensure that service access, coordination, understanding, follow-up, and clinical communication are provided. The teams shall consist of both service professionals and specially-trained peers who will meet regularly with clients and provide information, transportation, motivation, encouragement, and help with provider communication. ISM staff will participate in a Learning Collaborative where they will participate in regular trainings relevant to the ISM model and an integrated treatment approach. Individuals must voluntarily consent to receive ongoing ISM mental health services. Prime Contractor and Partnering Contractor shall base the level and intensity of ongoing services on each client's documented assessed needs.

Prime Contractor and Partnering Contractor shall ensure that services provided by the ISM meet the Standards of Care as determined by DMH and at a minimum include the following:

A. Outreach, Engagement, and Education Services (OEE). Outreach is a process of informing individuals of ISM services. Engagement is a process of establishing trusting relationships with individuals and as a result, the individuals view the ISM as being of service to them and are willing to receive ISM services. OEE activities will be provided throughout the ISM program with a maximum of 8 week segments and will not have enrollment restrictions. The format of OEE activities can be one-time events or ongoing. Clients participating in wellness activities beyond the initial 8 weeks must undergo the ICS screening for approval of extended participation beyond the initial 8 week enrollment. The client may not continue to enroll if he/she declines a screening or is not eligible for integrated care services. Education is a core component of the ISM and includes educating communities about mental health, health and substance abuse in order to increase awareness and decrease stigma. The Prime Contractor and Partnering Contractor's education plan shall involve anti-stigma efforts in order to reduce barriers that have historically impaired the specific UREP community members from accessing and maintaining services.

B. Integrated Care and Support (ICS). The ICS phase involves the completion of: 1) a screening to determine eligibility for ISM services **and/or** 2) clinical assessment by the Integrated Clinical Care Professional to assess what further services are required to meet the integrated health needs of the individual.

C. Peer-Based Enhanced Services, Linkage, and Advocacy (PESLA) While the clients/families are in ICS phase, the ISM is to provide PESLA to ensure that clients are able to efficiently navigate the mental health, physical health, substance abuse and other systems necessary to sustain their recovery and overcome institutional barriers. PESLA connects families to both formal and non-traditional services, provides follow-up and encouragement, and proactively facilitates communication and transportation. Recognizing that mental health needs are embedded within a continuum of care, ISMs shall provide education or referrals to the appropriate agencies that can help with benefits establishment, housing, child care, education, vocational training, legal counseling, and others. All PESLA services will be documented with weekly follow-up notes on client's progress along with a plan to assist with system navigation as needed.

Another service that will be provided starting in the PESLA stage is Life Skill Activities. Life Skill Activities are designed for clients/families who need assistance with restoring, improving and/or maintaining daily living, social interactions, recreation/leisure, and personal hygiene skills. Life Skill Activities may also focus on assisting clients/families to access additional resources and reach personal vocational goals such as:

- Benefits Establishment – responsible for assessing the financial status, identifying benefits to which they may be entitled (e.g., Medicare, Medi-Cal, HealthyWay LA) and performing all actions including advocacy to ensure entitlements are established.

- Employment and Education Activities – assisting with job searching or locating volunteer/educational opportunities and providing necessary ongoing supports and advocacy.

- Client Supportive Services – CSS enhance outreach and engagement and ongoing ISM services. Funds of client supportive services are used in a wide variety of ways to support clients' recovery. These services include but are not limited to: services provided by non-traditional providers; client/family/caregiver support; and others as needed. For details about eligible CSS expenditures and reimbursement procedures Client Supportive Services for Mental Health Services Act Innovation Plan (see Service Exhibit for CSS).

- Referral and Linkage: Referring and linking to community resources and supports including self-help groups.

D. Integrated Care Network (ICN)
The ICN phase constitutes the core mental health, physical health, and substance abuse services (in collaboration with other formal and non-traditional human services) that are to be provided to the client as determined by his/her assessment. The ICN is comprised of the following services:

1. Specialty Mental Health Services. Mental health services help clients manage the symptoms of their mental illness and assist them to achieve their mental health wellness and recovery goals. These services shall include:

- Psychotherapy/counseling – short term interventions used to assist in the understanding of problematic behaviors and the development and use of alternative behaviors
- Medication Support: Prescribing, administering, dispensing and monitoring psychiatric medications and providing medication education.
- Crisis Intervention: Assessing acute psychiatric and other emergency situations and providing interventions including initiating hospitalization if necessary.
- Targeted Case Management – assisting client's access to needed medical, educational, social, pre-vocational, vocational, rehabilitative, or other community services for eligible clients. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure client's access to service and the service delivery system; monitoring of the client's progress; and plan development.
- Family Supportive Services: Services that facilitate the recovery of the client receiving ISM services by providing services as needed to their family members. These services shall include referrals and linkage to supports and resources including but not limited to mental health, physical health or substance abuse care available either from the agency providing ISM services or from other community agencies.

Mental Health Services may also include:

- Collateral Support: Contacting family members and/or significant others with the client's authorization to provide them with information about the client and/or to discuss how they can assist the client with their care/treatment goals.

- Team Conferences/Case Consultation: Using interdisciplinary inter/intra-agency conferences and consultation to coordinate client care activities.

2. Physical Health Care Services: Physical health care services are primary and preventative health care services designed to minimize the need for emergency rooms and hospitals through the early and effective treatment of many physical health conditions, as well as better management of chronic disease. These are services that should be leveraged by the ISM. ISM funds cannot pay for physical health **services**. ISM funds can only be used to pay for the **staff time** associated with physical health services only for the portion of the time allocated to ISM clients. These services shall include:

- Treatment: Providing treatment as defined by local, state and federal healthcare regulations as well as by established health care industry credentialing standards and guidelines. Treatment shall include emergency first aid.

- Medication Support: Prescribing, administering, dispensing and monitoring the safety, effectiveness and side effects of medications and providing medication education.

- Referrals and linkage: Referring and linking to long term primary health care providers, and as needed to emergency care, specialty care, dental and other community resources and healthcare supports.

- Preventative Health Education and Screenings: Providing information about physical health conditions and preventative care measures including risk factors that negatively impact health, behaviors that promote good health, and screenings to assess for health conditions and/or infectious diseases and the need for vaccinations. Screenings must include but are not limited to those for diabetes, cardiovascular disease and hypertension.

3. Substance Abuse Services: Substance abuse services are designed to support an individual's choice to abstain from substance use and addictive behaviors (including gambling) or their choice to prevent/reduce the harm and risks associated with using substances and to assist individuals to achieve their wellness and recovery goals. The substance abuse services should be within the scope of services the Department of Mental Health currently funds and provides, and must be linked to the Mental Health services being provided (co-occurring services). Funding will not be used for clients that require intensive services (i.e., drug detox, hospitalization, etc).

These services shall include:

- Individual/Group Counseling: Interventions used to assist in the understanding of problematic substance use behaviors and the development and use of alternative behaviors.

- Referrals and linkage: Referring and linking clients to community resources and supports, including self-help groups and detoxification providers.

- Education: Providing information about substance abuse and alternative wellness activities.

4. Non-Traditional Services

The integration of non-traditional services is the innovative core of the ISM. It seeks to build upon the strengths of the UREP communities by creating a model of care that is defined by the community through the collaboration between formal and non-traditional service providers. Recognizing that many communities have historically utilized non-traditional services in order to achieve mental and physical wellness in place of formal mental health services, the ISMs seek to incorporate community-defined, non-traditional services as a key component of the ICN phase.

Non-traditional services can either be directly provided by the prime, partnering contractor, or can be subcontracted to individuals, organizations, or agencies.

*Prime Contractor shall be solely liable and responsible for any and all required services, whether provided directly, subcontracted or referred, under this Agreement. Prime Contractor shall indemnify and hold harmless the County from and against any liabilities and costs arising from, connected with, or related to services and treatments rendered under this agreement by Contractor, subcontractor, and/or employees of Contractor or subcontractor.

10. CLIENT CARE/TREATMENT PLANS

The ISM services shall be based on the client's stated needs and identify them in an integrated client care/treatment plan that includes client-defined long term goals and short term objectives, clinical interventions and outcomes. The client, their family/significant others, as appropriate, and all of the ISM staff that will provide the services to assist the client to meet their mental health, physical health, and substance abuse care/treatment plan goals and objectives shall participate in the development of an initial care/treatment plan and all subsequent plan reviews. Prime contractor shall also include the ongoing supports that will be provided to assist clients in the care/treatment plan. Staff that provide mental health, physical health and substance abuse services shall meet together with the client and review the care/treatment plan a minimum of every three (3) months based on the start date of services to incorporate and update any changes in client-defined goals and objectives. Prime contractor shall provide to DMH a copy of the form for documenting their ISM integrated care/treatment plan.

11. INTEGRATED MEDICAL CHART/RECORD

Prime contractor shall maintain all assessments, care/treatment plans, addendums and documentation of all mental health, physical health and substance abuse services provided in an integrated medical chart/record to ensure integrated and coordinated services. DMH Policy and Contract language states that all contractors with DMH must maintain a record of all direct and indirect services rendered to clients. The record must be accessible within 3 business days for inspection, review and/or audit by representatives or designees of LA County DMH or State DMH. Other than this requirement, agencies should consult with their own counsel regarding the integration of the record and issues related to confidentiality, security, and privacy under HIPAA and other State and Federal Laws.

12. DAILY OPERATIONS

Prime contractor shall ensure that the ISM adheres to an operational schedule that includes a mandatory weekly collaborative meeting. The meeting shall be facilitated by a licensed lead staff person/team leader and staff who can provide mental health, physical health and/or substances abuse services shall be present. During the weekly meeting the ISM will, at a minimum, discuss the physical health, mental health and substance use status of each individual served by the ISM and track contacts and progress made to ensure the work of the ISM meets each client's needs, and to conduct outreach and engagement and deliver ongoing services. The ISM outreach and engagement and ongoing services shall consist of sufficient and appropriate multidisciplinary, linguistically and culturally competent staff to meet the daily mental health, physical health, and substance abuse needs of the ISM target population.

The ISM staff shall communicate with each other throughout the day as needed to ensure that the mental health, physical health and substance abuse needs of clients are met.

13. SERVICE LOCATIONS

Prime contractor and partnering contractor's site from which services are to be provided hereunder is located at the site identified in each subcontract entered into by contractor in accordance with the subcontracting paragraph of the body of the Agreement. Prime Contractor and Partnering Contractor(s) shall maintain a Medi-Cal certified cite(s) where clients' clinical records will be stored, and from which billing and administrative functions are performed. This site(s) and any satellite sites where ISM services are provided shall be listed in the LE Agreement.

All ISM activities are to be provided in an area with high concentrations of community members from the specific UREP group, however, services must be provided to individuals countywide. That is, if an individual from a different part of the County would like to avail themselves of the services, they should be served. Prime Contractor and partnering contractor(s) must meet the cultural and linguistic competencies for that community. Prime Contractor and partnering contractor(s) shall base all ISM services in the field with the exception of certain administrative

activities and/or mental health, physical health, and substance abuse services or procedures requiring a specific setting. Ongoing ISM services shall be provided at a location of the client's choice which includes non-traditional settings (e.g., schools, places of worship, places of residence or another location in the community).

14. CLIENT EMERGENCY MEDICAL TREATMENT

Clients who are provided ISM services and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation, as well as the cost of any emergency medical care shall not be a charge to nor reimbursable under the Agreement; however, Prime Contractor and Partnering contractor shall assure that such transportation and emergency medical care are provided. Prime Contractor and Partnering Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023.

15. NOTIFICATION OF ADVERSE INCIDENTS

Prime Contractor and Partnering Contractor shall comply with the DMH Policy No. 202.18, Reporting Clinical Incidents Involving Intentional Injuries, Deaths, Alleged Client Abuse and Possible Malpractice. This policy includes the requirement that the Prime Contractor and Partnering Contractor immediately notify the DMH Medical Director upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Prime Contractor and Partnering Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Prime Contractor's and Partnering Contractor's staff with knowledge of the circumstances.

16. ISM STAFFING REQUIREMENTS

Prime Contractor shall ensure that each ISM site is staffed by a multidisciplinary team which constitutes the minimum core staff required to coordinate the various functions of the ISM. The ISM team contains a discrete team of specially trained and culturally competent staff that helps clients utilize the resources of informal and formal networks and culturally-effective principles and values. In addition to the following minimally required staffing functions, the Prime Contractor must describe the collaborative partners that will comprise the integrated network of providers in the system of care. The following are the minimally required staffing functions for the ISM. Each position may be fulfilled by full-time or part-time staff, but must total 1 FTE.

A. Program Director: This qualified professional is responsible for the overall management and implementation of the ISM. The Director coordinates regular team meetings with the ISM staff. The director is responsible for all administrative, clinical and contract management aspects of the model. This staff is responsible for overseeing the fiscal administration and fiscal leveraging of the ISM. This individual

shall hold a graduate degree in a behavioral sciences field with demonstrated experience providing specialty mental health services and a working knowledge of fiscal operations.

B. Integrated Clinical Care Professional: This person is a licensed or license-waivered professional who is primarily responsible for each client's initial clinical diagnostic assessment, screening for health and substance abuse problems, providing crisis intervention, as well as other interventions that promote wellness and recovery. The integrated clinical care professional also participates in regular team meetings with the ISM team to review the existing caseload, discuss new and ongoing clients. In addition, the mental health professional facilitates treatment referrals to higher levels of care as needed. The Integrated Clinical Care professional shall ensure that all ISM staff will provide the services to assist the client to meet their mental health, physical health and substance abuse care goals and objectives, the client and their family/significant others, as appropriate, shall participate in the development and review of the care/treatment plans.

C. Case Manager/wellness coordinator: The case manager/wellness coordinator conducts targeted outreach, engagement and education activities in order to increase awareness regarding mental health, physical health, and substance abuse, as well as to assist in bringing clients into the ISM. The case manager will also help clients access needed community resources and supports, will perform routine case management activities and work with the mental health professional in providing services to clients. He/she is responsible for coordinating the provision of wellness services such as parenting classes, dance activities, arts & crafts, and cultural activities. This person may or may not be directly responsible for the provision of these services. The case manager/wellness coordinator may be a consumer/client. Experienced consumers/clients may mentor and train other consumers to work as case managers/wellness coordinators, peer or family advocates. Experienced peer or family advocates may mentor and train other peers to work as case managers.

D. Administrative Assistant: The Administrative Assistant is responsible for providing administrative support which includes secretarial work, filing of charts and paperwork, and other roles related to office flow. The Administrative Assistant provides assistance to the director, data entry of billings into the IS system, and ensure that invoices are paid in a timely manner. The administrative assistant provides assistance to the program director, integrated clinical care professional, and case manager/wellness coordinator wherever needed.

E. Peer or Family Advocate: This is an individual with lived mental health experience who is responsible for providing self-help groups, peer-to-peer/family-to-family/parent-to-parent support for assisting clients with accessing community resources and supports, and with restoring, improving or maintaining daily independent living, social/leisure and personal hygiene skills.

17. SERVICE HOURS

Prime Contractor and Partnering Contractor shall provide ISM services a minimum of 40 hours a week during the hours that clients are most accessible, including early morning hours, evenings and weekends. Upon request, Prime Contractor and

Partnering Contractor shall make available a schedule of all planned PESLA and Outreach and Engagement services to include dates, times and location of intended services at least one month in advance. All scheduled activities must be publicly displayed with identified partners. ISM staff shall be available by phone and/or in person as needed for crisis intervention and other emergency situations 24 hours per day, seven (7) days per week and 365 days a year. Contractor shall notify DMH in writing of any permanent change(s) in Prime Contractor's and Partnering Contractor's clinic(s) or field-based service hours at least 24 hours before the change(s).

18. ADMINISTRATIVE HOURS

Prime Contractor's and Partnering Contractor's ISM Manager or County approved alternate shall have full authority to act for Prime Contractor or Partnering Contractor on all matters relating to the daily operation of the Contract, and shall be available during the County's regular business hours of Monday through Friday, from 9:00 A.M. until 5:00 P.M. to respond to County inquiries and to discuss problem areas.

19. ADMINISTRATIVE TASKS

Required administrative tasks include the following:

- Screening Tool: Prime Contractor and Partnering Contractor shall provide screening tool to DMH 30 days prior to commencement of service delivery.

- Unit of Service Claims: Prime Contractor and Partnering Contractor shall ensure unit of service claims are entered electronically at network sites and downloaded to the DMH centralized database (Integrated System).

- Invoicing: Prime Contractor and Partnering Contractor shall submit Client Supportive Services (CSS) invoices monthly as described in the CSS Service Exhibit. Contractor shall submit an ISM Cost Reimbursement form monthly for staff time delivering ISM services when the time cannot be reimbursed through another funding source including medical insurance.

- Data Collection: Prime Contractor and Partnering Contractor shall collect, enter, manage, and submit outcome data as directed by DMH needed to evaluate the INN ISM service model's contribution to learning and adherence to performance-based criteria and to demonstrate client outcomes in accordance with guidelines established by DMH and the State. The Prime Contractor and Partnering Contractor shall work cooperatively with the DMH contracted outcome data evaluator.

20. SUBCONTRACTING

No performance under this Service Exhibit shall be subcontracted by Prime Contractor and Partnering Contractor without the prior written consent of County as provided in Paragraph 29 SUBCONTRACTING of the LE Agreement.

A. If Prime Contractor or Partnering Contractor(s) desires to subcontract some of the services described in this Service Exhibit, the Prime Contractor or Partnering

Contractor(s) must comply with the DMH Agreement Paragraph 29 SUBCONTRACTING terms and conditions.

B. Prime Contractor or Partnering Contractor(s) that has been selected for funding shall obtain prior written approval from DMH in order to enter into a particular subcontract and all requests shall be in writing. Prime Contractor or Partnering Contractor(s) shall remain responsible for any and all performance required of it under the contract.

C. All Subcontracting Agreements shall be required for review by the County and the official record after award of a contract, if any.

D. The Subcontractor's role in providing ISM services shall be fully described in the Contractor's Negotiation Package/Addenda.

21. INFORMATION TECHNOLOGY, PRIVACY & ELECTRONIC SECURITY

Functional Requirements

Prime Contractor and Partnering Contractor shall have the capacity for an information system/information technology (IS/IT) compatible with DMH's IS/IT system. Contractor shall have an IS/IT system for billing services. Prime Contractor and Partnering Contractor shall have the ability to collect, manage, and submit data as directed by DMH in order to ensure a consistently high level of services throughout the term of the contract and demonstrate outcomes inclusive of guidelines set forth by DMH and the State.

Technology Requirements

- Prime Contractor's and Partnering Contractor(s) IS/IT system shall meet the functional, workflow, and privacy/security requirements listed below under Privacy and Electronic Security.

- Prime Contractor and Partnering Contractor(s) shall be solely responsible for complying with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

Privacy and Electronic Security

- To the extent relevant to deliver the services required by this Service Exhibit, Prime Contractor and Partnering Contractor's shall comply with all Federal and State laws as they apply to protected health information (PHI), individually identifiable health information (IIHI), and electronic information security.

- Any Prime Contractor and Partnering Contractor that is deemed a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996

("HIPAA") shall comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County of Los Angeles.

- Any Prime Contractor and Partnering Contractor that is deemed a "Business Associate" of County under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy standards. For example, if the training is to be designed and delivered by a covered entity such as a Community Mental Health Center and the logistical services providers, vendors, or facilities managers are subcontractors, then a Business Associate Agreement would be required between the covered entity and the logistical services or facility providers in case the subcontractors may handle information regarding the health statues of the students who are consumers or family members. If the training is to be designed and delivered by a non-covered entity, then a Business Associate Agreement will be required between Prime Contractor and Partnering Contractor and the County in case Contractor may handle information regarding the health statues of the students who are consumers or family members.

22. QUALITY MANAGEMENT AND DATA COLLECTION

Quality Management

Prime Contractor and Partnering Contractor shall establish and utilize a comprehensive written Quality Management Program and Plan (Plan) including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on the required ISM services provided and that identified measureable performance outcomes are attained. Quality Management activities shall be focused on assuring that the quality of service meets contract requirements for timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The Plan shall be submitted to DMH and shall be effective upon DMH approval. The Plan shall be updated and re-submitted as changes are needed and/or as changes occur.

The plan shall include an identified monitoring system covering all the services listed in the RFS and SOW. The system of monitoring to ensure that contract requirements are being met shall include:

- Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.

- Ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the Prime Contractor and Partnering Contractor.

- Ensuring that professional staff rendering services under the contract has the necessary prerequisites.

- Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

- Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

23. Data Collection

Prime Contractor and Partnering Contractor shall establish and implement a Data Collection Plan to collect, manage, and submit data and reports as directed by DMH to demonstrate, profile, track, and document the effectiveness of the following: integrating physical health, mental health and substance abuse services delivered, performance outcomes, and quality improvement interventions including pertinent fiscal information related to the leveraging of funds. Prime Contractor's and Partnering Contractor's Data Collection Plan shall include:

- A description of appropriate specific measures and data analysis methods that are currently in place and those to be developed to ensure the collection and reporting of required physical health, mental health and substance abuse treatment data as described in this Service Exhibit.

- A description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

Prime Contractor, Partnering Contractor and subcontractor agree shall participate in regular meetings where data and progress will be reviewed to determine progress toward achieving integration and positive outcomes in the areas of physical health, mental health and substance abuse. These meetings will serve as the basis for learning and for making any mid-course service corrections to service integration models.

24. OUTCOME DATA REQUIREMENTS

All outcomes targeted for tracking shall be implemented, scored, stored, and transferred in a manner proscribed by DMH at intervals determined by DMH. All outcomes are the sole property of the Department. Additionally, any and all outcomes, measurement instruments, and procedures may be supplemented or revised or deleted by DMH at any time during the course of funding for this RFS. The following client outcomes are identified for the ISM. The combined effect of the various components of the ISM will produce the following outcomes:

ISM- Level Outcomes:

- The establishment of a care integration mechanism that effectively coordinates care for mental health, physical health, and substance abuse issues.

- The establishment of collaborative partnerships between grassroots/cultural organizations (non-traditional providers) and formal human service providers.

- Increased access to culturally sensitive, integrated mental health, physical health, and substance abuse treatment options with an integrated chart.

- The establishment of collaborative partnerships that have the cultural and linguistic capability to meet the needs of the UREP population(s) being served. To the extent feasible, the linguistic capability of ISM staff and collaborative providers will be in direct proportion to the ethnic makeup of the community served.

- ISM establishes an effective referral and linkage system throughout its levels of service and other resources in the community.

- Dissemination of accurate information on mental health, physical health and substance abuse topics and resources as well as collaborative partner programs, and the nature of the services to be provided.

- OEE activities must take place at various non-stigmatizing community settings with the goal of addressing cultural mental health misconceptions and providing information on available services.

- Utilization of non-MHSA funding to leverage services (e.g., FQHC, Medi-Cal), as well as other collaborative partner arrangements for community resources and staff (e.g., staff hours, physical space, etc).

- Survey of clients' and community' satisfaction with integrated services provided by the ISM.

- Demographical information and development of resource mapping which will allow ISM staff to properly refer and link UREP communities to a variety of human service agencies.

- ISM facilitates leveraging of formal and non-traditional resources and diverse funding streams.

Client Level Outcomes:

- Improvements in the mental health, physical health, and substance abuse issues of UREP clients/families treated by the integrated collaborative network.

- Follow-up with UREP clients/families once they have been referred and linked to appropriate services to assist them in navigating through the various systems such as legal aid, housing, benefits establishment and other social services.

- An increase in health, mental health, and substance abuse knowledge and awareness in the UREP communities and decrease in the stigma associated with seeking and receiving these services.

- Increased engagement and retention of UREP families in the ISM formal and non-traditional services until all recommended treatment has been completed.

- Increased integration and involvement of UREP clients/families with community-based natural supports and resources available in the service area of residence.

- Increased number of clients who become more integrated in their communities (e.g., find meaningful job opportunities, learn useful skills and/or develop new interests).

25. OWNERSHIP OF DATA

Contractor and DMH hereby agree that any and all outcome data or material collected as part of participation in this program and developed under this Agreement, including but not limited to, client and community satisfaction surveys, evaluation tools, client service utilization data, service cost, diagnostic surveys, tools, and instruments, symptom inventories, stigma measures, integration measures, quality improvement data, measures and reports, and/or program level reports, (hereinafter referred to as "Data"), is the sole property of the County.

Contractor hereby agrees not to use or disclose any such Data and/or not to analyze any portion thereof without the express written consent and/or approval of DMH, except for purposes of evaluating program performance and/or for quality improvement purposes as necessary for compliance with this Agreement, . Use of any such Data for purposes of research and/or publishing is strictly prohibited without the express written consent and/or approval of DMH.

26. PERFORMANCE-BASED CRITERIA

There are five (5) Performance-Based Criteria that measure Prime Contractor's and Partnering Contractor's performance related to operational measures indicative of quality program administration. These criteria are consistent with the MHSA and the INN Plan learning questions. These measures assess the agency's ability to provide the required services and to monitor the quality of the services. Prime Contractor's and Partnering Contractor's shall:

- Collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in Federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance-based Criteria via a contract amendment.

- Submit required reporting to DMH on performance targets related to the Prime Contractor's, Partnering Contractor and subcontractor services.

- Cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at provider meetings where the Prime Contractor's, Partnering Contractor and subcontractor adherence to the performance-based criteria will be evaluated. The Performance-based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS

1. ISM provides **integrated** mental health, physical health, substance abuse treatment, and an effective referral and linkage system for clients through collaborative partnerships inclusive of community-based non-traditional providers and peers.	Instrument measuring level of service integration, as determined by DMH Evidence of integrated chart documenting the integration of mental health, physical health and substance abuse, referrals, linkage, and support provided for each family. Collaborative partnership rosters identifying service providers as formal or non-traditional; procedures and guidelines on referrals made within and outside the Integrated Community Network (ICN) Records of the numbers and types of participating collaborative partners (including formal and non-traditional) and documentation on how those partnerships were established. Records of collaborative meetings, referral system, integrated treatment goals, coordination of wellness activities that include non-traditional providers. Records of linkage including connections to benefits establishment, legal aid and housing. ISM procedures delineating the referral mechanism and forms to refer within and outside the ICN.	100% of ISM clients receive appropriate assessment, integrated treatment interventions, linkage and support under one integrated care plan that identifies mental health, physical health and substance abuse goals and objectives.
PERFORMANCE-BASED CRITERIA	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**

2. Quality of care: ISM seeks **community satisfaction** with ISM services and clients/families will show **improvements in mental health, physical health and substance abuse issues** as a result of being treated by the integrated collaborative network.	Surveys with ISM clients/families, community based agencies, and community partners measuring their satisfaction with services. Evidence of chart documenting improvements in mental health, physical health and substance abuse issues by collaborative partners. Instruments measuring physical health including diabetes, cardiovascular disease and hypertension, mental health and substance abuse treatment outcomes as determined by DMH.	75% of clients will show improvement in health, mental health, and substance abuse status. 75% of providers, administrators, community partners, and peers will indicate positive health, mental health, substance abuse and collaborative partnership treatment outcomes through satisfaction surveys.
3. ISM provides **increased access** to culturally sensitive integrated mental health, physical health and substance abuse treatment options through non-stigmatizing entry points and engagement/wellness activities managed under one integrated chart.	Protocols, policies, procedures, records of all engagement/wellness activities (e.g., attendance sheets, instructor information, number of people in attendance) documenting integrated services provided in one coordinated care chart. . Records of how clients entered the ISM program (i.e., track and document outcomes of clients' screenings and mental health, physical health, and substance abuse assessments).	70% of clients will indicate increased access to integrated mental health, physical health, and substance abuse services. Treatment options of clients/families will be integrated in one chart. Minimum of 50% of engagement activities housed in non-mental health settings. Minimum of 50% increase of clients entering into the mental health system for the first time.
PERFORMANCE-BASED CRITERIA	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**

4. ISM provides culturally-competent **outreach and education on** mental health, physical health, and substance abuse and nature of ISM services to be provided. ISM clients/families will **demonstrate increased knowledge and awareness** of mental health, physical health, and substance abuse issues as a result of outreach, engagement and education.	Records of number of individuals attending outreach, engagement and education activities. Review of outreach and education records, tracking data (e.g., language used in outreach and education delivery, ethnic composition of audience, gender, age and relevancy of topics presented) OEE activity evaluation forms completed by community members indicating higher levels of knowledge and awareness.	Tracking data reflects the outreach targets and goals as defined by the proposer's stated outreach goals.
5 ISM **leverages** other available. . ISM facilitates **leveraging** of federal, state, community (formal and non-traditional) resources, and diverse funding streams.	Agency budget and financial records. Documentation supporting interagency leveraging arrangements for community resources and staff (e.g., staff hours, physical space, Medi-Cal).	Agency utilizes non-MHSA funding to provide integrated services. Benefits establishment applications are submitted for 100% of clients who are eligible.

Prime Contractor and Partnering Contractor shall maintain, at a minimum, the following documents that indicate the performance targets:

- Client medical records/charts that include but are not limited to assessments, care/treatment plans, progress notes and discharge summaries.
- Administrative policies and procedures for the ISM.
- Budgets and financial records for the ISM.

27. CONTRACTOR TIMELINES

Prime Contractor and Partnering Contractor shall submit the following to DMH for approval prior to the execution of the Agreement:

- An emergency medical treatment and disaster/mass casualty plan;
- Administrative and organizational policies and procedures;
- A Quality Management Program and Plan;
- A Data Collection Plan;
- The ISM service hours;
- A list of ISM services that will be provided and a list of the collaborative partners with which subcontracting will occur.

Prime Contractor and Partnering Contractor shall adhere to the following time requirements/timelines within thirty (30) days of the execution of the Agreement:

- Implement the ISM service model;
- Operationalize all site(s) listed in the Contract;
- Provide orientation training to ISM staff;
- Provide DMH with a roster of all Prime Contractor, Partnering Contractor, and subcontractor staff that includes: (1) names and positions; (2) work schedules; (3) fax and telephone numbers; and (4) any non-English, Los Angeles County threshold languages spoken by staff;
- Acquire a computer system with sufficient hardware and software to meet DMH requirements and an agreement for its on-site maintenance for the entire term of this Agreement.

Provider No. **TBA**

SERVICE EXHIBIT ____

ONE-TIME EXPENSES
ASSOCIATED WITH STARTING A NEW
MENTAL HEALTH SERVICES ACT INNOVATION PROGRAM

I. OVERVIEW

In response to the implementation requirements of the Mental Health Services Act, Los Angeles County Department of Mental Health (DMH) has designed and implemented contracts, policies, procedures and payment processes that support the implementation of new programs.

DMH has developed this Service Exhibit to facilitate reimbursement of one-time expenses associated with starting new MHSA Innovation programs. These include non-Medi-Cal capital assets and other non-Medi-Cal client support expenditures. These expenses will only be allowed during the first two months of the program's initiation unless prior approval is obtained from the program's lead DMH District Chief.

II. ALLOWABLE ONE-TIME EXPENSES

A. Service Function Code (SFC) 75: Non-Medi-Cal Capital Assets

SFC 75 applies to the one-time capital asset expenses dedicated solely to non-Medi-Cal activities. These expenses shall be $5,000 or greater; they may be claimed in the year purchased. Expenses that should be reported under SFC 75, provided such expenses are dedicated solely to non Medi-Cal activities, include:

- Vehicles
- Other capital assets dedicated solely to non-Medi-Cal activities.

Units of Service shall not be reported for SFC 75.

All Capital Assets purchased within the parameters of this exhibit require the DMH's Director's or the Director's designee's prior approval.

B. Service Function Code (SFC) 78: Other Non-Medi-Cal Client Support Expenditures

SFC 78 applies to one-time expenses other than SFC 75 expenses that are associated with starting a new MHSA Innovation program. These expenses include general operating expenditures incurred in providing non-Medi-Cal

client supports not otherwise reported in treatment or outreach programs (Mode 05, 10, 15 or 55). Allowable expenses include extraordinary costs associated with leases and utilities (e.g. deposits), recruitment, staff orientation/training, staff time dedicated to program development and equipment. Equipment expenses must be less than $5,000. Lease costs, utilities, staff orientation/training and staff time dedicated to program development shall only be claimed prior to the provision of service delivery.

III. REIMBURSEMENT

The procedures for reimbursement for One-Time Expenses Associated with Starting a New MHSA Innovation Program are provided in Attachment A.

ONE-TIME EXPENSES ASSOCIATED WITH STARTING A NEW MENTAL HEALTH SERVICES ACT INNOVATION PROGRAM REIMBURSEMENT PROCEDURES

The following procedures shall be used for reimbursement of One-Time MHSA Innovation program expenditures:

1. ONE-TIME EXPENSES ELIGIBLE FOR REIMBURSEMENT

A. Service Function Code 75: One-Time Non-Medi-Cal Capital Assets >$5,000
B. Service Function Code 78: One-Time Non-Medi-Cal Client Support Expenditures <$5,000

2. REIMBURSEMENT GUIDELINES

The funds allocated for one-time expenses shall be used only when no other non-Medi-Cal funds are available.

3. DOCUMENTATION REQUIREMENTS FOR REIMBURSEMENT

The following supportive documentation shall be maintained on file in accordance with the Records and Audits paragraph of the Agreement:

a. Original receipts to support payment invoices. If an original receipt is not obtainable, a copy of the receipt or justification as to why the receipt was not obtained should be retained;

b. Copies of Real Estate Contracts/Agreements/Leases;

c. Copies of signed checks issued; and

d. Documentation of costs for recruitment or orientation/training of staff.

4. SUBMISSION OF MONTHLY INVOICES

Contractor shall, on the last day of each month, complete a Monthly Claim for Cost Reimbursement Client Supportive Services and One-time MHSA Expenses form indicating the funding source categories of expenses (SFC 75 or 78) and the amount spent, including staff salaries. All claims shall be submitted by Contractor to DMH within sixty (60) days from the month in which the expenditure occurred.

The Monthly Claim for Cost Reimbursement Client Supportive Services and One-time MHSA Expenses form(s) (Attachment B) shall be submitted to:

Department of Mental Health
Provider Reimbursement Unit
550 S. Vermont Ave., 8th Floor
Los Angeles, CA 90020

5. **DMH REVIEW AND APPROVAL OF INVOICES**

DMH's Provider Reimbursement Unit will record receipt of the Monthly Claim for Cost Reimbursement Client Supportive Services and One-time MHSA Expenses form(s) and then submit them to the program's lead DMH Program Manager who will review the monthly invoices and sign to affirm that expenditures meet established procedures for One-time Expenses Associated with Starting a New MHSA Innovation Program. Approved invoices will be forwarded to the DMH Provider Reimbursement Unit for payment.

DMH shall process all completed requests for reimbursement on a monthly basis. DMH's decision as to the allowability of any expenditure shall be final.

6. **MONTHLY RECONCILIATION REPORT**

The amount of funds allocated for one-time MHSA expenditures associated with starting a new Innovation program must have been approved by the DMH prior to the expenditures. Monthly disbursements reports will be generated by the DMH Accounting Division for the contractors and program staff to ensure expenditures do not exceed the allocation. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of these procedures or the Legal Entity Agreement.

Agreement No. _____

SERVICE EXHIBIT_____

CLIENT SUPPORTIVE SERVICES FOR MENTAL HEALTH SERVICES ACT INNOVATION PLAN PROGRAMS

I. OVERVIEW

The Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004, created a new permanent revenue source administered by the California State Department of Mental Health (SDMH) for the transformation and delivery of mental health services provided by State and County agencies. The MHSA requires the development of integrated plans including Prevention and Early Intervention, Innovation, and Community Services and Supports that promote hope, wellness resiliency, and recovery. The Los Angeles County Department of Mental Health's (DMH's) MHSA Community Services and Support and Innovation plans include Client Supportive Services (CSS) funding for ancillary services that support client resiliency, wellness and recovery.

II. ELIGIBILITY/USE OF CLIENT SUPPORTIVE SERVICE FUNDS

Clients of all ages, ethnicities, cultures and conditions who are receiving services through a MHSA Innovation Plan Program are eligible to receive CSS funds. These funds may be expended on clients receiving ongoing mental health services and to engage unserved individuals in the mental health system. CSS expenditures can only be used when the client does not have sufficient financial resources, including Supplemental Security Income (SSI) to pay for a necessary CSS expenditure and these expenditures cannot be obtained or reimbursed through another community and/or funding resource including medical insurance. When these funds are used, the client's chart/record must document how the use of the CSS funding is directly related to the client's care/treatment plan and recovery goals and what other community and/or funding resources have been explored but were unavailable to obtain the necessary item or service. Although the use of CSS funds is client specific, they are allocated as an aggregate pool of funds. The use of CSS funds is not an entitlement.

Items and services purchased with CSS funds including staff time that is not otherwise reimbursed through the Integrated System (IS) or any other leveraging sources must be used in the fiscal year in which they are purchased.

A ***Supplemental Information Request Form*** must be submitted to the INN model District Chief for CSS funds used for any ongoing client expenses beyond three (3) months. There must be clear documentation indicating how the ongoing expense relates to the client's care/treatment plan and recovery goals and what steps have been to taken to secure alternative sources of funding for the expense.

All CSS expenditures are subject to random audits by DMH and/or the Los Angeles County Office of the Auditor-Controller.

III. CLIENT SUPPORTIVE SERVICES EXPENDITURE CATEGORIES AND SERVICE FUNCTION CODES (SFC)

The following is a list of CSS expenditure categories and Service Function Codes (SFC) that are required for billing purposes. Refer to Attachment 1, Client Supportive Services Expenditure Guidelines, for a complete list of allowable expenditures.

A. Client Housing Support Expenditures, SFC 70

Client Housing Support (CHS) expenditures, SFC 70, apply to the costs associated with providing short-term housing for clients and those needed to help clients maintain their housing. These include payment for rental subsidies, housing vouchers, motels, shelters, security deposits, first and last months rent and rent needed to prevent eviction. The salaries and benefits of staff that provide client housing supports are not included.

B. Client Housing Operating Support Expenditures, SFC 71

Client Housing Operating Support (CHOS) expenditures, SFC 71, apply to the operating costs related to providing housing supports. These include payment for utilities, building repair and maintenance, insurance and credit reporting fees.

C. Client Flexible Support Expenditures, SFC 72

Client Flexible Support (CFS) expenditures, SFC 72, apply to the costs associated with goods and services that are necessary to assist clients with their daily living needs and with achieving their personal/community integration care/treatment goals. CFS expenditures include payment for food, clothing, hygiene products, transportation, tickets/citations (with pre-authorization by DMH) furniture, appliances, housewares, moving expenses, school supplies, tuition and recreational activities.

CFS may also be used for a client's dental and optical care, medications and laboratory tests for physical health conditions, laboratory tests

associated with the use of psychiatric medications for mental health conditions, alternative healing methods such as cupping, acupuncture and curandero services only if these expenses cannot be reimbursed through another funding source including medical insurance.

* Contractor shall be solely liable and responsible for any and all required services, whether provided directly, subcontracted or referred, under this Agreement. Contractor shall indemnify and hold harmless the County from and against any liabilities and costs arising from, connected with, or related to services and treatments rendered under this agreement by Contractor, subcontractor, and/or employees of Contractor or subcontractor.

The use of CFS expenditures for gift card purchases is restricted to a limited supply to cover categorical expenditures over a two (2) month time period. Gift cards should not be routinely given to individual clients, but should only be used to supplement a client's resources. Gift card allocations per month per client cannot exceed $150 unless pre-approved by DMH. Items and services purchased with gift cards must be bought/used in the fiscal year in which the gift card was purchased. Clients must be informed of non-allowable purchases when using gift cards. (See Section IV. Non-Allowable Client Supportive Services Expenditures.)

Gift cards must be properly secured and accounted for by maintaining a gift card tracking system that includes the following minimum information:

- Gift card vendor name
- Gift card serial number
- Date gift card was bought
- Name of the client to whom the gift card was given
- Date gift card was given to the client
- Signature of client acknowledging receipt of the gift card
- Gift card balance
- Copies of receipts for gift card purchases
- Name and signature of authorized personnel who give the client the gift card

There must be internal policies and procedures that include, but are not limited to, gift card security, accountability and dispersal, the requirement that gift card purchases must relate to the client's care/treatment plan and how clients will be informed of non-allowable purchases when using gift cards.

The gift card internal policies and procedures and tracking system shall be available for review by a DMH designee(s) upon request at the agency or by copies sent as requested by a DMH designee.

D. Other Non-Medi-Cal Client Support Expenditures, SFC 78

Other Non-Medi-Cal Client Support Expenditures, SFC, 78 applies to the staff time delivering Innovation plan services only if this time cannot be reimbursed through another funding source including medical insurance.

IV. NON-ALLOWABLE CLIENT SUPPORTIVE SERVICES EXPENDITURES

The following are non-allowable CSS expenditures:

- Alcohol
- Tobacco
- Illegal substances/activities
- Incentives
- Sexually explicit materials
- Costs for staff to accompany clients to venues or events such as sporting events, concerts or amusement parks
- Medi-Cal Share of Cost
- Prescription drugs that are reimbursed by a client's medical insurance, a Prescription Assistance Program or DMH's Indigent Medication Program (also know as Prescription Authorization and Tracking System).
- Expenses related to purchasing land or buildings or the construction/rehabilitation of housing, facilities, buildings or offices
- Costs that are reimbursed by any other funding source including units of services costs reported under Modes 05, 10, 15 or 45
- Program vehicles

V. CLIENT SUPPORTIVE SERVICES EXPENSE LIMITS

CSS funds shall be used as reasonably and economically as possible. Purchases should be made from vendors that sell previously used merchandise such as Goodwill, Salvation Army and on-line resources whenever possible. See Attachment 1, Client Supportive Services Expenditure Guidelines for a list of CSS expense limits.

VI. CLIENT PROPERTY PURCHASED WITH CLIENT SUPPORTIVE SERVICES

Items purchased with CSS funds become the property of the client and the client **is not** obligated to return the property if the client no longer receives services though a MHSA Innovation Plan Program. However, there may be

situations in which a program provider and a client make an agreement for the client to reimburse the program provider for CSS expenditures, such as rent payments or security deposits made by the program provider on the client's behalf (e.g. upon approval of Social Security Income).

VII. REIMBURSEMENT

The procedures for reimbursement for CSS expenditures are provided in Attachment A.

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

SUPPLEMENTAL INFORMATION REQUEST FORM

REQUEST / CLIENT INFORMATION

Agency Name: _____ Provider #: _____ Date: _____

Name of case manager requesting CSS funds: _____ Title: _____ Billing Month: _____

Client's Name : _____ IS #: _____

Amount Requested: $ _____ Have CSS funds been requested for this client before? Y _____ N _____

CSS FUND USAGE DETAIL

Description of ongoing expense(s) beyond 3 months: _____

_____

Purpose of expense(s): _____

_____

How does/do the expense(s) support and contribute to client's treatment goals? (attach CCCP) _____

_____

List alternative resources explored to cover expense(s):

_____

_____

VERIFICATION

I hereby certify that all of the information contained above is true and accurate to the best of my knowledge.

Case Manager's Name	Case Manager's Signature	Date
Approving DMH Manager's Name	Approving DMH Manager's Signature	Date

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL H
CSS EXPENSE INVOICE

CLIENT SUPPORTIVE SERVICE EXPENDITURES REIMBURSEMENT PROCEDURES

The following procedures shall be used for the reimbursement of Client Supportive Client Supportive Services (CSS) expenses:

1. Invoice Submission

A ***CSS Expense Invoice*** form, shall be completed on the last day of each month for the CSS expenses incurred during the month. CSS expenses incurred in different months shall not be combined on the same invoice. The invoice must include the client's name, Integrated System (IS) number, from whom the service was provided or where the item was purchased (vendor/service provider name) a description of the item/service purchased, and the amount claimed by Service Function Code (SFC 70, 71, 72 or 78). If CSS expenditures are used for individuals who are receiving outreach and engagement services, indicate "O & E" instead of an IS number.

Invoices shall be submitted within sixty (60) days from the month in which the CSS expenditure occurred.

The CSS Expense Invoice form(s) shall be submitted to:

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
ATTN: Provider Reimbursement Unit

2. DMH Invoice Review and Approval

The DMH Provider Reimbursement unit will log the CSS Expense Invoice received and forward the invoice to the designated DMH Innovation manager. The manager will review the invoice to verify the claimed expenditures comply with allowable CSS expenditures and approve the claim. The manager's decision to disallow claims that do not comply with allowable CSS expenditures is final. Invoices that require revisions, edits, and/or additional documentation will be returned to the Contactor for correction. The approved invoices will be forwarded to the Provider Reimbursement unit for payment.

DMH will process all approved CSS Expense Invoices on a monthly basis.

3. Monthly Disbursement Report

Total CSS expenses shall not exceed the total CSS DMH approved amount. The DMH Accounting Division will generate a monthly disbursement report for the Contractor and DMH manager to ensure the expenditures do not exceed the

approved amount. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of this Service Exhibit or the Legal Entity Agreement.

4. Documentation Requirements

The following documents shall be retained in accordance with the Records and Audits paragraph of the Agreement for a period of at least six (6) years:

a. Original receipts to support CSS expense reimbursement claim invoices that identify individual clients and/or bulk purchases. If an original receipt is not obtainable, a copy of the receipt or justification as to why the receipt was not obtained must be retained;

b. Copies of original rental agreements, including the "Return of security and Rental Deposit Agreement" signed by the client/caregiver and the property owner or authorized agent if applicable;

c. Copies of signed checks issued;

d. DMH pre-approved CSS expenditures; and

e. Copies of staff time records identifying the time spent by staff whose time is not billed through the DMH Integrated System (IS) or to any other funding source including medical insurance.

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
CSS EXPENSE INVOICE

INNOVATION FUNDS

Fiscal Year: _____

Legal Entity Number : _____

Billing Month: _____

Legal Entity Name: _____

Provider Number: _____

*See attached table for common Service Function Codings

IS #	Client Name	Vendor/Service Provider Name	Description of Item/Service Purchased	*SFC 70	*SFC 71	*SFC 72	*SFC 78
			Totals:				

TOTAL EXPENSE CLAIM:

Agency Verification	DMH APPROVAL
I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under Client Support Services and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for te period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 13, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).	Date Signature
Signature Date	Print Name Title
Print Name Title	

ATTACHMENT II

COUNTY OF LOS ANGELES -DEPARTMENT OF MENTAL HEALTH

Mental Health Services Act - Community-Designed Integrated Service Management Model
AFRICAN AND AFRICAN-AMERICAN POPULATIONS
FISCAL YEARS 2012-13 & 2013-14

Agency	Under-Represented Ethnic Group	Legal Entity (LE)	Sup. Dist. Served	SA	Innovation Funding	Revised MCA	Innovation Funding	Estimated MCA
					FY 2012-13		FY 2013-14	
PRIME CONTRACTOR 1								
Kedren Community Health Center, Inc.	African/African-American	00197	2	6	$1,698,246	$33,367,262	$ 1,698,246	$ 32,665,262
PRIME CONTRACTOR 2								
University Muslim Medical Association (UMMA)	African American	NEW not LE	2	6	$692,280	$692,280	$ 692,280	$ 692,280
PARTNERING CONTRACTOR 2A								
Special Service for Groups	African American	00214	2	6	$843,612	$35,926,839	$ 856,112	$35,217,339
				TOTAL:	$ 3,234,138		$ 3,246,638	

ATTACHMENT III

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

CONTRACTOR:

_____ _____
Contract Number

_____

Business Address: _____
Reference Numb

_____ _____
Legal Entity Number

_____

Provider Number(s) _____

Contractor Headquarters' Supervisorial District _____

Mental Health Service Area(s) _____ OR Countywide _____

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

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director_____ Lead Manager _____

K: S_____ --or-- U_____

LEGAL ENTITY AGREEMENT FY 12-13 5-8-2012

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1.	TERM	5
2.	TERMINATION WITHOUT CAUSE	6
3.	IMMEDIATE TERMINATION BY COUNTY	6
4.	ADMINISTRATION	7
5.	DESCRIPTION OF SERVICES/ACTIVITIES	7
6.	FINANCIAL PROVISIONS	9
7.	PRIOR AGREEMENT(S) SUPERSEDED	9
8.	STAFFING	10
9.	STAFF TRAINING AND SUPERVISION	10
10.	PROGRAM SUPERVISION, MONITORING AND REVIEW	11
11.	PERFORMANCE STANDARDS AND OUTCOME MEASURES	11
12.	QUALITY MANAGEMENT PROGRAM	12
13.	RECORDS AND AUDITS	12
14.	REPORTS	17
15.	CONFIDENTIALITY	18
16.	PATIENTS'/CLIENTS' RIGHTS	18
17.	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	19
18.	NONDISCRIMINATION IN SERVICES	20
19.	NONDISCRIMINATION IN EMPLOYMENT	21
20.	FAIR LABOR STANDARDS	22
21.	INDEMNIFICATION AND INSURANCE	22
22.	WARRANTY AGAINST CONTINGENT FEES	28
23.	CONFLICT OF INTEREST	28
24.	UNLAWFUL SOLICITATION	28
25.	INDEPENDENT STATUS OF CONTRACTOR	29
26.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST	29
27.	CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)PARTICIPANTS FOR EMPLOYMENT	29
28.	DELEGATION AND ASSIGNMENT BY CONTRACTOR	30
29.	SUBCONTRACTING	30
30.	GOVERNING LAW, JURISDICTION AND VENUE	33
31.	COMPLIANCE WITH APPLICABLE LAW	33
32.	THIRD PARTY BENEFICIARIES	34
33.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	34
34.	CHILD SUPPORT COMPLIANCE PROGRAM	35
35.	TERMINATION FOR INSOLVENCY	36
36.	TERMINATION FOR DEFAULT	36
37.	TERMINATION FOR IMPROPER CONSIDERATION	37

PARAGRAPH PAGE

38. SEVERABILITY 37
39. CAPTIONS AND PARAGRAPH HEADINGS 37
40. ALTERATION OF TERMS 37
41. ENTIRE AGREEMENT 37
42. WAIVER 38
43. EMPLOYMENT ELIGIBILITY VERIFICATION 38
44. PUBLIC ANNOUNCEMENTS AND LITERATURE 39
45. PURCHASES 39
46. AUTHORIZATION WARRANTY 40
47. RESTRICTIONS ON LOBBYING 40
48. CERTIFICATION OF DRUG-FREE WORK PLACE 40
49. COUNTY LOBBYISTS 41
50. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES 41
51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 41
52. USE OF RECYCLED-CONTENT PAPER PRODUCTS 41
53. CONTRACTOR RESPONSIBILITY AND DEBARMENT 41
54. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 43
55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 45
56. TECHNOLOGY REQUIREMENTS 47
57. COMPLIANCE WITH JURY SERVICE PROGRAM 47
58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 49
59. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 49
60. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) 49
61. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 50
62. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM 50
63. FORCE MAJEURE 51
64. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 51
65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 51
66. NOTICES 53

ATTACHMENTS

ATTACHMENT I	DEFINITIONS
ATTACHMENT II	FINANCIAL EXHIBIT A (FINANCIAL PROVISIONS)
ATTACHMENT III	FINANCIAL SUMMARY(IES) FY _____ FY _____ FY _____
ATTACHMENT IV	SUBPROGRAM SCHEDULE
ATTACHMENT V	SERVICE DELIVERY SITE EXHIBIT(S)
ATTACHMENT VI	SERVICE EXHIBIT(S)
ATTACHMENT VII	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
ATTACHMENT VIII	SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
ATTACHMENT IX	CHARITABLE CONTRIBUTIONS CERTIFICATION
ATTACHMENT X	PERFORMANCE STANDARDS AND OUTCOME MEASURES
ATTACHMENT XI	REQUIRED SUPPLEMENTAL DOCUMENTS

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the County of Los Angeles (hereafter "County"), and _____

_____

(hereafter "Contractor") with the following business address at _____

_____

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify 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 _____ and shall continue in full force and effect through _____.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First/Second 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 _____ and shall continue in full force and effect through _____.

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

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

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

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 64 (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 65 (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 66 (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 or more persons to act as his/her designee for the purposes of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee."

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

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

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 solicitation process approved by County, 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 solicitation process

approved by County, or be approved by 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

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 _____ _____, 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 _____ shall not exceed _____ _____ DOLLARS ($_____); and for Fiscal Year _____ shall not exceed _____ DOLLARS ($_); and for Fiscal Year _____ shall not exceed _____ _____ 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) _____. (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. 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 X 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. Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 105.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the State Department of Mental Health through the Performance Contract and/or Mental Health Plan Agreement.

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

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

D. The Contractor's level of performance under this Agreement shall be evaluated by the County no less than annually. 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 XI -1.

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

personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

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

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

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.8 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 or Changes in Insurance

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

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(4) Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

(5) Insurer Financial Ratings

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

(6) Contractor's Insurance Shall Be Primary

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

(7) Waivers of Subrogation

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

(8) Subcontractor Insurance Coverage Requirements

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

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

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

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

(10) Claims Made Coverage

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

(11) Application of Excess Liability Coverage

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

(12) Separation of Insureds

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

(13) Alternative Risk Financing Programs

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

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage

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

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

(2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property

damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

(4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

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

(b) Professional Liability/Errors and Omissions

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

(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.

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25. **INDEPENDENT STATUS OF CONTRACTOR**:

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

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

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

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgement And Confidentiality Agreement, in the form as contained in Attachment XI – 2 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.

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 Attachment XI - 3 of this Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

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

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

31. **COMPLIANCE WITH APPLICABLE LAW**:

A. Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its

performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall 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.

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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 _____ 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. Required Supplemental Documents

G. 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.

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

(2) County has an Electronic Data Interchange (EDI) Agreement form available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html which includes information about the applicable HIPAA transactions that can be processed in the County's claims processing information system.

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

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

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

(6) Contractor agrees to comply with the exchange of all EDI transactions specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effectives date(s) specified by County.

(7) County has a Trading Partner Agent Authorization Agreement available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html 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.gov/wps/portal/dmh related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

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

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

56. **TECHNOLOGY REQUIREMENTS**:

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

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

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

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

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

57. **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.

58. **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 VIII of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

59. **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.

60. **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.

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

62. **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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

63. **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.

64. **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.

65. **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 64 (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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66. **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:

_____
_____
_____

Attention: _____

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

ATTEST:

SACHI HAMAI, Executive
Officer-Board of Supervisors
of the County of Los Angeles

By _____
Deputy

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

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

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

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)

TABLE OF CONTENTS

PARAGRAPH		PAGE
A.	GENERAL	1
B.	LIMITATIONS ON MAXIMUM REIMBURSEMENT	3
C.	REIMBURSEMENT FOR INITIAL PERIOD	4
D.	REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED	4
E.	REIMBURSEMENT BASIS	5
F.	BILLING PROCEDURES	6
G.	COUNTY PAYMENT FOR SERVICES RENDERED	9
H.	BILLING AND PAYMENT LIMITATIONS	9
I.	LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS	13
J.	CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS	14
K.	COUNTY'S RIGHT TO RE-ALLOCATE UNDERUTILIZED FUNDS	15
L.	LIMITATION ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF ERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI HEALTHY FAMILIES	17
M.	PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST	19
N.	CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED	20
O.	ANNUAL COST REPORTS	24
P.	OTHER REQUIREMENTS FOR CONTRACTORS PROVIDING TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI HEALTHY FAMILIES SERVICES	26
Q.	ANNUAL COST REPORT RECONCILIATION AND SETTLEMENT	27
R.	AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL (SD/MC) SETTLEMENT	29
S.	METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY	31
T.	INTEREST CHARGES ON DELINQUENT PAYMENTS	31
U.	FINANCIAL SOLVENCY	32
V.	CONTRACTOR REQUESTED CHANGES	32
W.	DELEGATED AUTHORITY	32
X.	PAYMENT AND INVOICE NOTIFICATIONS	33
Y.	AUTHORITY TO ACT FOR DMH	33

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

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 _____

_____

_____ DOLLARS ($_____) 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 _____

_____

_____ DOLLARS ($_____) 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 _____

_____

_____ DOLLARS ($_____) 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 CMA 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 60 calendar days of the end of the month in which the eligible expense was incurred. Such invoice shall be in the form and include the content specified by County for each Funded Program. Invoices shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications) of this Financial Exhibit A. Failure to comply with the terms specified in this Paragraph F, subparagraph (6) may result in non-payment of said invoice.

/

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.

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

Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds shall be effected by a duly executed amendment to this Agreement.

J. **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. COUNTY'S RIGHT TO RE-ALLOCATE UNDERUTILIZED FUNDS

(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 2012, the request must be received by July 15, 2012).

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 $_____ for the first month, $_____ for the second month, if applicable and $_____ 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 at such time as the State SD/MC Cost Report is complete, County will perform an analysis to determine the amount of unearned CFA balance based on the SD/MC Cost Report and Contractor repayment of the unearned CFA balance shall be conducted as specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph S (Method of Payments for Amounts Due to County) unless otherwise agreed to by County.

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

O. ANNUAL COST REPORTS

(1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor shall provide County with two 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. <u>ANNUAL COST REPORT RECONCILIATION AND SETTLEMENT</u>

(1) Based on the Annual Cost Report(s) submitted pursuant to this Financial Exhibit A (FINANCIAL PROVISIONS) Paragraph O (Annual Cost Reports) and the most updated State Medi-Cal approvals and County claims information, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform an Annual Cost Report Reconciliation and Settlement.

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

(b) County will perform settlement upon receipt of State Reconciliation Settlement to the County.

(2) Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal and Medi-Cal Administrative Activities, and Title XXI Healthy Families, and other applicable federal and/or State programs.

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

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

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

(c) Funded Program Amounts;

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

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

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

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 annual cost report settlement and to consider any documentation or information presented by the Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.

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

(5) In the event that the Annual Cost Report Reconciliation Settlement indicates that the Contractor is due payment from the County, County shall initiate the payment process to Contractor within 30 calendar days following the expiration of the date to request a review as specified in Subparagraph (4) (b) above or issuance of the County response as specified in Subparagraph (4) (b) ii. above, whichever is later.

(6) In the event that the Annual Cost Report Reconciliation Settlement 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. AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL (SD/MC) SETTLEMENT

(1) At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under this Agreement.

(2) Settlement of audit findings will be conducted according to the auditing party's procedures in place at the time of the audit.

(3) Post-Audit SD/MC Settlement: In the case of a State Short-Doyle/Medi-Cal (SD/MC) audit, the State and County will perform a post-audit SD/MC settlement based on State audit findings. Such settlement will take place when the State initiates its settlement action, which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.

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

(b) If the Post-Audit SD/MC Settlement determines that the amount paid by County to Contractor for any units furnished hereunder are more than the amounts allowable pursuant to this Agreement, then the difference shall be due by Contractor to County upon the State and/or Federal collection from County of the amount due, or after exhausting all appeals, if any, whichever occurs first. Contractor shall make payment to the County in accordance with the terms of Paragraph S (Method of Payments for Amounts Due to County) 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.

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

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

(e) If the auditing party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with County.

(4) SD/MC Audit Appeals: Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

(a) For federal audit exceptions, federal audit appeal processes shall be followed.

(b) Contractor may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through County. County shall notify Contractor of State appeal deadlines after County's receipt of information from State.

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

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

i. If the post-audit appeal SD/MC re-computed settlement results in amounts due to Contractor by the County, County shall initiate the payment process to Contractor within 30 calendar days of issuing the post-audit appeal SD/MC re-computed settlement to Contractor.

ii. If the post-audit appeal SD/MC re-computed settlement results in amounts due from Contractor to the County, Contractor shall make payment to the County in accordance with the terms of Paragraph S (Method of Payments for Amounts Due to County) 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) Notwithstanding any other provisions of this Agreement, if Contractor appeals any audit report, the appeal shall not prevent the County from recovering from Contractor any amount owed by Contractor that the State has recovered from County.

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

of Amounts Due to County) 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. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

(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. DELEGATED AUTHORITY

(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:
LE Number:
Agreement Period:
Fiscal Year:

DMH Legal Entity Agreement - Attachment III
The Financial Summary -
Amendment Number -
Amandment 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		
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		
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-Cel/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		
320N	Juvenile Justice Program/Title IV-E - MST (Non Medi-Cal/Non Healthy Families)	N		
320M	Juvenile Justice Program/Title IV-E - MST (Medi-Cal/Healthy Families)	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		
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		
	Maximum Contract Amount			$ -

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

v4/23/12

Financial Summary Subprogram Schedule

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

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 (Gross)			
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						$ -
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						$ -
		MAT	2072	Y						$ -
		Wraparound	2079	Y						$ -
140N	Comprehensive SOC 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						$ -
		Juvenile Justice Program (FFT)	2071	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						$ -
320N	Juvenile Justice Program/Title IV-E - MST (Non Medi-Cal/Non Healthy Families)	Juvenile Justice Program/Title IV-E - MST (Non-Medi-Cal/Non Healthy Families)	2127	N						$ -
320M	Juvenile Justice Program/Title IV-E - MST (Medi-Cal/Healthy Families)	Juvenile Justice Program/Title IV-E - MST (Medi-Cal/Healthy Families)	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						$ -
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	B	C	D	E	F		G			H
					Non-Medi-Cal Funds		Medi-Cal/Healthy Family Funds (Gross)			
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)
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)	2082	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 - Training	None	N						
		PEI - Technical Assistance	None	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 - 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						$ -
	Maximum Contract Amount									$ -

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

v4/23/12

DMH LEGAL ENTITY AGREEMENT
ATTACHMENT V

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

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

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

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

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

1	Intensive In-Home Mental Health Services	1022	
2	Intensive Treatment Foster Care	1025	
3	One-Time Expenses Associated with Program Development for Intensive		
4	In-Home Evidence Based Practices ***(Includes Attachment A Reimbursement***		
5	***Procedures and Attachment B Monthly Claim Cost Reimbursement)***	1026	
6	Outreach and Engagement Services (MHSA Only)	1027	
7	Enriched Residential Services (Alternative Crisis) (Adults)	1028	
8	IMD Step-Down Programs (Adults)	1029	
9	Urgent Care Centers (Alternative Crisis) (Adults)	1030	
10	Client Supportive Services Homeless CalWORKs Families Project ***(Includes***		
11	***Attachment A Reimbursement Procedures and Attachment B Monthly***		
12	***Claim for Cost Reimbursement)***	1031	
13	Star View-PHF-Supplemental Financial Support	1032	
14	Star View-CTF-Supplemental Financial Support	1033	
15	Field Capable Clinical Services (FCCS)	1035	
16	Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and		
17	Early Intervention (PEI) Plan	1036	
18	One-Time Expenses Associated with Starting a new MHSA Program for PEI Early		
19	Start Suicide Prevention Program ***(Includes Attachment A-Reimbursement***		
20	***Procedures and Attachment B Monthly Claim Cost Reimbursement)***	1037	
21	One-Time Expenses Associated with Starting a New MHSA Program for		
22	Urgent Care Center – Exodus Recovery, Inc. ***(Includes Attachment A***		
23	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
24	***Reimbursement)***	1038	
25	PEI Early Intervention EBP programs for Children & TAY	1039	
26	Exodus Recovery, Inc. Urgent Care Center	1040	
27	MHSA Program for Innovation (INN) Plan Integrated Mobile Health Team	1041	
28	Client Supportive Services for MHSA INN Plan Programs	1042	
29	One-Time Expenses Associated with Implementing a New MHSA Program for		
30	Prevention and Early Intervention (PEI) Program ***(Includes Attachment A***		
31	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
32	***Reimbursement)***	1046	
33	Prevention and Early Intervention (PEI) Program ***(Includes Attachment A***		
34	***MHSA PEI Programs Core Interventions and Ancillary Services Guide and***		
35	***Attachment B PEI Evidenced Based Practices (EBP) Outcome Measures)***	1047	

1	Mental Health Integration Program Model (MHIP) For Adults (19-64 Years Old)	1048	
2	for Legal Entity Agreements Only ***(Includes Attachment A Invoice)***		
3	SAMHSA ABC Family Wellness Network -Children's Institute	1049	
4	SAMHSA ABC Family Wellness Network - For the Child	1050	
5	SAMHSA ABC Family Wellness Network - Pacific Asian Counseling Services	1051	
6	One – Time Expenses Associated with Starting A New Mental Health Services Act		
7	Innovation Program ***(Includes Attachment A)***	1052	
8	MHSA Innovation – Community Designed Integrated Service Management Model	1053	
9	MHSA Innovation – Integrated Clinic Model (JWCH – SCHARP only)	1054	
10	MHSA Innovation – Integrated Clinic Model (Exodus only)	1055	
11	MHSA Innovation – Integrated Clinic Model (SSG only)	1056	
12	MHSA Innovation – Integrated Clinic Model (The Los Angeles Free Clinic dba		
13	The Saban Free Clinic & Jewish Services of Los Angeles)	1057	
14	MHSA Innovation – Integrated Clinic Model (The Los Angeles Gay & Lesbian Center)	1058	
15	Client Supportive Services For Mental Health Services Act Innovation Plan Programs		
16	Integrated Clinic Model ***(Includes Attachment A)***	1059	

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.

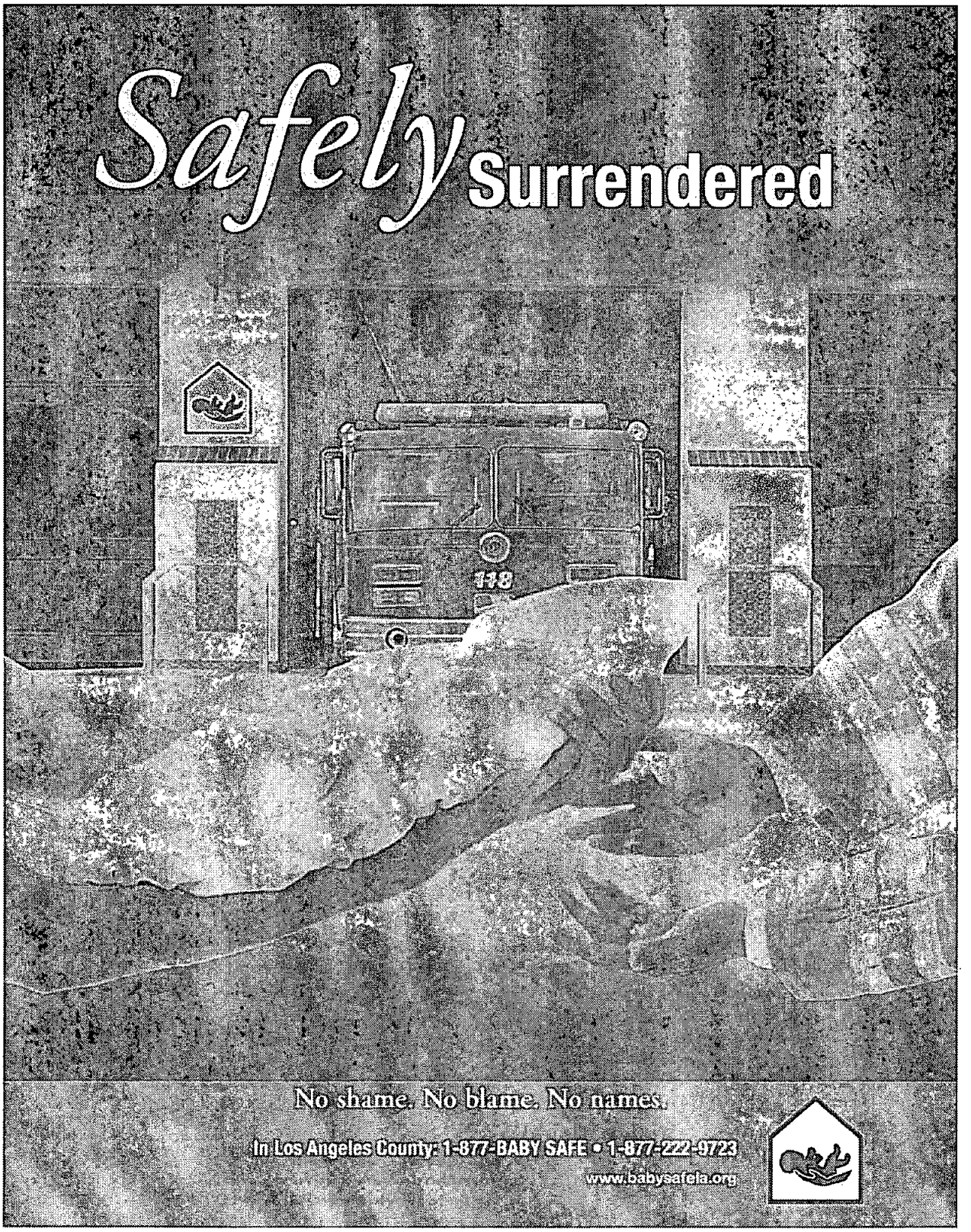
Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____

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.

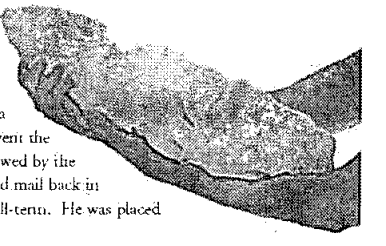
What happens to the parent or surrendering adult?

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?

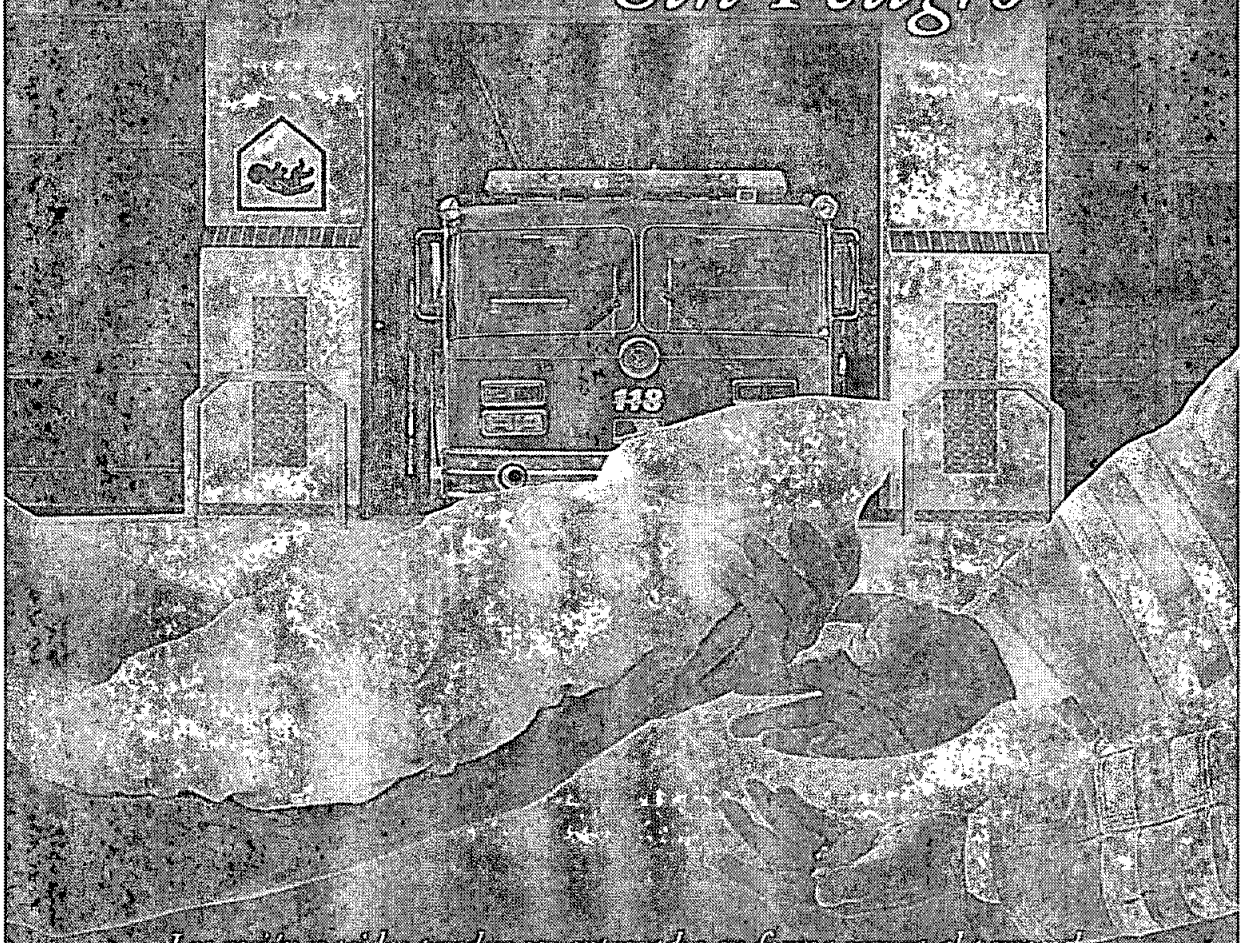
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

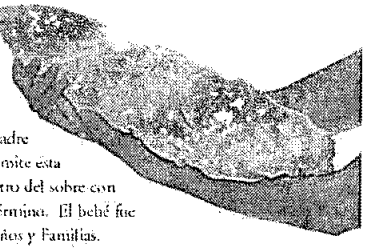
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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 adoptarla por el Departamento de Servicios para Niños y Familias.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Legal Entity Name _____
Company Name

Legal Entity Address, City, State Zip _____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

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

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR (Legal Entity Name): _____

Legal Entity Number: _____

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

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP[1], YSS[2] and YSS-F[3] survey instruments.	✓
Performance Outcomes Project:				
2	Access to Services	Client received continuity of care by being seen within 7 calendar days of discharge from an acute psychiatric hospital. (Systemwide benchmark is 46% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
3	Access to Services	90% or more of responding clients were able to receive services at convenient times and location.	MHSIP, YSS and YSS - F survey instruments.	
4	Access to Services	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	Client Satisfaction	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	Clinical Effectiveness	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	Clinical Effectiveness	75% or more of responding child/youth are doing better in school and/or work.	YSS and YSS-F survey instruments.	
10	Clinical Effectiveness	65% or more of responding Transitional Age Youth are doing better in school and/or work.	MHSIP, YSS, YSS-F	
11	Clinical Effectiveness	15% or more of responding adult clients are doing better in school and/or work.	MHSIP, YSS and YSS-F survey instruments.	
12	Clinical Effectiveness	20% or more of responding adult/older adult clients report they deal more effectively with daily problems and/or report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey instruments.	

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

REQUIRED SUPPLEMENTAL DOCUMENTS

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS.

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

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

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

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

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

   c. By-Laws/Amendments

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

3. **Financial Responsibility Requirements.**

   a. The organization must comply with DMH's **Financial Responsibility Requirements for Existing DMH Contractor** (for existing contractors) or **Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health** (for new prospective contractors). These respective DMH Policy/Procedures can be accessed in their entirety at the following County websites.
   b. Existing contractor, DMH Policy 412.20:
      http://lacdmh.lacounty.gov/policy/Contractors/docs/412_20.pdf
   c. Prospective new contractor, DMH Policy 412.21:
      http://lacdmh.lacounty.gov/policy/Contractors/docs/412_21.pdf
      The financial information requested by DMH will be used to assess whether the organization appears financially capable to continue in business through the contract term and can finance all costs of this contract for a period of sixty days at any time during the contract period.

   d. Financial Statements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

LIST OF OTHER GOVERNMENT CONTRACTS

OTHER GOVERNMENT CONTRACTS

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

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

ATTACHMENT IV

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS

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

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

April 11, 2012

TO: Each Supervisor

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

SUBJECT: **REQUEST TO INCREASE DELEGATED AUTHORITY PERCENTAGE FOR THE MENTAL HEALTH SERVICES ACT INNOVATION COMMUNITY DESIGNED INTEGRATED SERVICE MANAGEMENT MODEL BOARD LETTER FOR AFRICAN/AFRICAN-AMERICAN POPULATIONS FOR FISCAL YEARS 2012-13 AND 2013-14**

This memorandum is to comply with Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts. The Policy mandates that any department requesting a percentage increase exceeding ten percent of the total contract amount must provide a detailed justification and advance written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board meeting at which the proposed contract is to be presented.

The Department of Mental Health (DMH) requests an additional ten percent for a total of twenty percent delegated authority to amend the existing DMH Legal Entity (LE) Agreements with Special Service for Groups and Kedren Community Health Center Incorporated.

Establish one new LE Agreement with University Muslim Medical Association, Incorporated, to implement the Community Designed Integrated Service Management Model for the African/African-American Populations under the Mental Health Services Act Innovation Plan for Fiscal Years 2012-13 and 2013-14. This authority will allow DMH greater capacity to amend contracts for new funding streams and programs/services and implement such programs/services in a timely and expeditious manner. Therefore, in most instances where speed and response time are of key importance, the objectives to maximize, prioritize, and increase access to services will more effectively meet the County's mission "To Enrich Lives Through Effective and Caring Service."

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

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

MJS:RK:DM:ty

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
Robin Kay
Margo Morales
Roderick Shaner
Deputy Directors
District Chiefs
Kimberly Nall
Richard Kushi