

**COUNTY OF LOS ANGELES**

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

SHEILA A. SHIMA  
*Chief Deputy Director*

RODERICK SHANER, M.D.  
*Medical Director*



BOARD OF SUPERVISORS  
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**DEPARTMENT OF MENTAL HEALTH**

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

January 25, 2007

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

29

FEB 06 2007

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION FOR ACCEPTANCE AND RECEIPT OF NEW SUBSTANCE  
ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION  
GRANT AWARD  
AND  
APPROVAL OF A NEW LEGAL ENTITY AGREEMENT AND AMENDMENTS TO  
TWO EXISTING AGREEMENTS  
FOR FISCAL YEARS 2006-2007 AND 2007-2008  
AND  
APPROVAL OF REQUEST FOR APPROPRIATION ADJUSTMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the acceptance and receipt of a new Substance Abuse and Mental Health Services Administration (SAMHSA) grant award of \$847,830 in Federal Block Grant (FBG) funds for Fiscal Year (FY) 2006-2007, as identified in the State letter and allocation worksheet (Attachment I). This amount consists of \$779,469 to provide a pilot project of coordinated services for homeless veterans with serious mental illness, and \$68,361 to augment the Department's Specialized Shelter Bed Program to purchase shelter beds Countywide for homeless clients. The California Department of Mental Health (CDMH) will disburse these funds.
2. Approve and instruct the Director of Mental Health (Director) or his designee to prepare, sign, and execute a sole source Legal Entity (LE) Agreement, substantially similar in format to Attachment II, with the United States Veterans Initiative (U.S. Vets) for \$248,114, with a Maximum Contract Amount (MCA) of \$124,057 each for FYs 2006-2007 and 2007-2008, to provide coordination,

*"To Enrich Lives Through Effective And Caring Service"*

oversight and data collection for the pilot, in addition to outreach, case management, and linkage to the agency's transitional residential beds.

3. Approve and instruct the Director or his designee to prepare, sign, and execute an amendment with a revised service exhibit for Client Supportive Services, substantially similar in format to Attachment III, to the existing LE Agreement with New Directions, Inc., in the amount of \$108,990. The Amendment will add \$54,495 for FY 2006-2007, and \$54,495 for FY 2007-2008 with a revised MCA of \$228,763 for each fiscal year, for outreach, care coordination, and linkage to the agency's transitional and dual diagnosis residential services for veterans.
4. Approve and instruct the Director or his designee to prepare, sign, and execute an amendment, substantially similar in format to Attachment IV, to the Consultant Service Agreement with the California Institute of Mental Health (CIMH) in the amount of \$389,735. The Amendment to the Agreement with CIMH will add \$144,867 to FY 2006-2007 and \$244,868 to FY 2007-2008. The Total Compensation Amount (TCA) for FY 2006-2007 will be revised to \$514,867, and to \$614,867 for FY 2007-2008, for the development of an educational video about Post Traumatic Stress Disorder (PTSD).
5. Approve the Request for Appropriation Adjustment for \$408,000 for FY 2006-2007 (Attachment V). The Appropriation Adjustment will increase Services & Supplies (S&S) in the amount of \$323,000, and Other Charges (OC) in the amount of \$85,000, which is fully funded by the additional one-time SAMHSA allocation. This will provide the Department of Mental Health (DMH) with additional spending authority for FY 2006-2007 to provide coordinated services and support to homeless veterans with serious mental illness and to augment the Department's Shelter Bed Program to purchase shelter beds at the Salvation Army dedicated to this pilot project, and purchase shelter beds Countywide to assist homeless clients.
6. Delegate authority to the Director or his designee to accept future renewals of the same SAMHSA grant awards in subsequent fiscal years, provided that appropriate notification of acceptance of such future SAMHSA funding awards is provided to your Board and the Chief Administrative Officer (CAO).
7. Delegate authority to the Director or his designee to prepare, sign, and execute future amendments to the LE and Consultant Agreements, provided that: 1) the County's total payments to each contractor under the Agreement for each fiscal year shall not exceed a change of 20 percent from the applicable revised

MCA/TCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the CAO or their designee is obtained prior to any such Amendment; 5) the County and Contractor may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Board approval is required to authorize DMH to accept and receive SAMHSA grant awards totaling \$847,830, and consequently increase DMH's spending authority for FY 2006-2007 by \$408,000. Additional details are provided under Fiscal Impact and Facts and Provisions sections.

On September 21, 2006, the Director received notification from CDMH of an augmented allocation of \$779,469 in one-time only SAMHSA FBG funds for FY 2006-2007 to better serve veterans with a serious mental illness and of SAMHSA FBG rollover funds of \$68,361, which will be utilized for the Specialized Emergency Shelter Bed Program for FY 2006-2007 to purchase shelter beds Countywide for homeless clients. This program is a short-term emergency housing resource for indigent mentally ill clients who are homeless and in need of temporary shelter.

### **Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan's Programmatic Goal No. 7, "Health and Mental Health." These augmented and new services will be accessible and integrated into a comprehensive service delivery system through the collaboration of government agencies, private agencies, and community-based organizations.

### **FISCAL IMPACT/FINANCING**

There is no increase in net County cost.

CDMH has allocated Los Angeles County a total of \$14,752,891 in SAMHSA FBG funds for FY 2006-2007 for the provision of mental health services to Seriously Mentally Ill (SMI) adults and older adults and seriously emotionally disturbed (SED) children. This amount is included in DMH's FY 2006-2007 Adopted Budget. The one-time only

augmentation of \$847,830 was not part of the original allocation. This amount consists of \$779,469 to better serve veterans with a serious mental illness, and rollover funds of \$68,361 for the purchase of shelter beds Countywide for homeless clients. The \$779,469 will be allocated as follows: \$248,114 for U.S. Vets, \$108,990 for New Directions, Inc., \$389,735 for CIMH, and \$32,630 for the Specialized Emergency Shelter Bed Program.

The Appropriation Adjustment in the amount of \$408,000 will increase S&S in the amount of \$323,000 and Other Charges in the amount of \$85,000 to provide spending to augment services to veterans with a serious mental illness and homeless clients for FY 2006-2007. The Appropriation Adjustment is fully funded by \$340,000 in one-time only SAMHSA FBG funds and \$68,000 in SAMHSA FBG rollover funds.

CDMH provided approval to DMH to utilize the one-time funds through FY 2007-2008. The anticipated remaining balance of \$439,735 will be rolled over into FY 2007-2008 and included in the Department's annual budget request process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The required Grant Management Statement is attached (Attachment VI). SAMHSA FBG funds are used to provide integrated services to SMI adults and older adults, SED children, consumers, and their families. To receive the SAMHSA FBG allocation and additional revenue, the County is required to submit an annual application for renewal of FBG funds and revisions to the application. A November 8, 2005, Board action approved letter notification to the Board of future grant applications. On August 21, 2006, the Board was notified of the application for the SAMHSA FBG for FY 2006-2007 in the amount of \$14,752,891.

This one-time SAMHSA FBG augmentation was provided in response to a CDMH-approved proposal developed collaboratively by CDMH, DMH, the California Association of Veterans Services Agencies (including U.S. Vets and New Directions, Inc.) and the California Mental Health Directors' Association (CMHDA) to pilot expanded, linked services in Los Angeles County for homeless veterans with mental illness, many of whom are also diagnosed with substance abuse disorders. The proposal augments services at U.S. Vets and New Directions, Inc., and increases the Department's Shelter Bed Program funding in order to purchase additional shelter beds at the Salvation Army's Bell Shelter for veterans served by this project. The project will provide directed outreach, shelter beds and linkage to transitional beds and residential dual diagnosis treatment, coordination of care as veterans move through the various residential components provided by the participating agencies, and enhanced referrals

and linkage to permanent, affordable housing and services in the community. The goal of these linked services is to bring homeless veterans who are mentally ill or dually diagnosed into a seamless system of care that will enable them to reenter the community and achieve long-term success at their highest level of functioning. This project will serve veterans without respect to where they live in Los Angeles County.

In addition, CDMH directed DMH to contract with CIMH for the development of an educational video for statewide use on the symptoms, treatment and prevention of PTSD, a disorder affecting many veterans. CIMH is a non-profit, private agency that has contracted with DMH since December 21, 1999, and currently provides consultant services including training and technical assistance regarding the CalWORKs program and the planning and implementation of the Mental Health Services Act.

The new Agreement and the Amendment formats have been reviewed and approved as to form by the County Counsel. The proposed actions have been reviewed by the CAO and County Counsel. Clinical and administrative staff of DMH will administer and supervise the new Agreement, evaluate the programs to ensure that quality services are being provided to clients, and that the Agreement provisions and Department policies are being followed.

### **CONTRACTING PROCESS**

To comply with your Board's contracting policy requirements for sole source contracts, DMH notified your Board on November 9, 2006, of its intent to enter into a sole source agreement with U.S. Vets and sole source contract amendments with New Directions, Inc. and CIMH at the recommendation of the Veteran's Project Proposing Consortium. This one-time SAMHSA FBG augmentation was earmarked specifically for the Veteran's Project in response to a CDMH-approved proposal developed collaboratively by CDMH, DMH, the California Association of Veterans Services Agencies (including U.S. Vets and New Directions, Inc.) and CMHDA, which specified the agencies to participate in the project. Subsequent to the adoption of this Board letter, DMH will take the actions necessary to implement this project.

### **IMPACT ON CURRENT SERVICES**

Acceptance of the SAMHSA FBG funds for the Veterans Project will provide the opportunity to develop a critically-needed, specifically integrated and comprehensive program, tailored to meet the needs of homeless veterans with mental health issues.

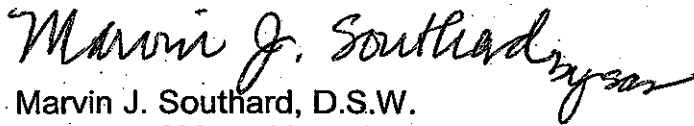
The Honorable Board of Supervisors  
January 25, 2007  
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These SAMHSA FBG funds will be used to assess the mental health needs of veterans and to enhance existing mental health programs and implement new services, as deemed necessary, to meet their needs.

**CONCLUSION**

The Department of Mental Health will need one (1) copy of the adopted Board actions. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin J. Southard, D.S.W.  
Director of Mental Health

MJS:JCA:JC:RK

Attachments (6)

c: Chief Administrative Officer  
County Counsel  
Chairperson, Mental Health Commission



CALIFORNIA DEPARTMENT OF  
**Mental Health**

1600 9th Street, Sacramento, CA 95834  
 (916) 654-2500

September 27, 2006

Marvin Southard, D.S.W., Director  
 Los Angeles County Mental Health Department  
 550 South Vermont, 12th Floor  
 Los Angeles, CA 90020

Dear Dr. Southard:

The Department of Mental Health (DMH) appreciates the opportunity to assist Los Angeles in their efforts to better serve veterans with a serious mental illness. We share the goal of assisting those veterans to re-enter the community and achieve their highest level of functioning and long term success.

To assist in supporting these efforts, DMH will revise your Fiscal Year (FY) 2005-06 Substance Abuse and Mental Health Services Administration (SAMHSA) Community Mental Health Services Block Grant award to reflect a one-time augmentation in the amount of \$779,469. This amount will be reflected on your FY 2005-06 Final Allocation Worksheet. The funds can then be rolled into FY 2006-07 for expenditure.

The funding increase is intended to support expanded services to veterans with a serious mental illness. Consistent with your submitted program description, the funds will be used to provide outreach, programmatic enhancements, increased follow-up and enhanced linkages and referrals. It is anticipated that an inter-disciplinary treatment team will provide ongoing services as the veterans move through various components of treatment. The goal will be to bring homeless veterans, both men and women, with a serious mental illness or co-occurring disorder into a seamless system.

This funding is also intended to support efforts to create an educational video for Statewide use on the symptoms, treatment and prevention of Post Traumatic Stress Disorder (PTSD), a disorder affecting many veterans in the United States.

I am pleased that DMH can provide this additional support to the Los Angeles County Mental Health Department to aid in your efforts to assist veterans with a serious mental illness and/or co-occurring substance abuse problem.

RECEIVED

OCT 01 2006

DIRECTOR OF MENTAL HEALTH

Marvin Southard, D.S.W., Director

September 21, 2006

Page 2

Please contact Ron Bellencourt, Staff Mental Health Specialist, at (916) 654-4432 or at ron.bellencourt@dmh.ca.gov, should you have any questions regarding this one-time augmentation.

Sincerely,



STEPHEN W. MAMBERG, Ph.D.  
Director

cc: Maria Funk, AB 2034 Coordinator, LA County  
Terrie Tafasian, Deputy Director, Administrative Services, DMH  
Robin Mandella, Chief, CRFS, DMH



**SAMHSA BLOCK GRANT ALLOCATION WORKSHEET**  
MH 172A (9/94)

STATE FISCAL YEAR 2005-2006

FEDERAL CATALOG NO. 93.958

COUNTY LOS ANGELES

REVISION NUMBER 2

The State Department of Mental Health (DMH), under provisions of 42 United States Code, Sections 300x et. seq., as it read on January 1, 1992, and as amended by P. L. 106-310, and the State Budget Act of 2005 (Chapter 38, Statutes of 2005), is authorized to allocate the mental health portion of the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Block Grant funds to counties for State Fiscal Year (SFY) 2005-2006. Please note that these allocation amounts are subject to further adjustments, as amounts are identified, which include, but are not limited to, Gramm-Rudman reductions, prior years' audit recoveries, retained unexpended amounts, etc. Your allocation is identified below.

**I. GROSS EXPENDITURE LEVEL**

A. SAMHSA Block Grant Funding Base	\$11,557,984
B. AB 3075 RFP Children's Program	\$1,012,034
C. Dual Diagnosis Set Aside	\$1,162,873
D. ISA Funding	\$1,000,000
E. One-Time Only Funds for Co-Occurring Disorders	\$20,000
F. One-Time Only AB 2024 Data Collection & Eval.	\$250,000
G. One-Time Only Veteran Project	\$779,469
H. One-Time Only Increase	\$170,652
I. SFY 2004-05 County Rollover Funds	\$68,361
J. Total Authorized Gross Expenditure Level	\$15,861,405

**II. REIMBURSEMENT ADJUSTMENT(S)**

A. SFY 2004-05 County Rollover Funds	\$68,361
B.	\$0
C. Total Adjustments	\$68,361

**III. NET ALLOCATION REIMBURSABLE**

\$15,893,042

PURPOSE: Final Allocation

DATE: August 30, 2006

I, the undersigned, have accepted the Federal SAMHSA Block Grant funds for the county under those conditions established by governing federal and state laws, policies, regulations, and guidelines as well as the specific conditions included in the County Application.

  
County Mental Health Director

11-22-06  
Date

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

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CONTRACTOR:  
United States Veterans Initiative

Contract Number \_\_\_\_\_

Business Address:  
733 S. Hindry Avenue  
Inglewood, CA 90301-3005

Reference Number(s) \_\_\_\_\_

Legal Entity Number \_\_\_\_\_

Provider Number(s) \_\_\_\_\_

Contractor Headquarters' Supervisorial District 2

Mental Health Service Area(s) \_\_\_\_\_ OR: Countywide X

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

DISTRIBUTION

(Please type in the applicable name for each).

Deputy Director James Allen

Lead Manager Cathy Warner

K: S      --or-- U

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## ATTACHMENTS

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- 4 **ATTACHMENT II** FINANCIAL SUMMARY(IES) FY 2006-2007 FY 2007-2008 FY \_\_\_\_\_
- 5 **ATTACHMENT III** SERVICE DELIVERY SITE EXHIBIT(S)
- 6 **ATTACHMENT IV** SERVICE EXHIBIT(S)
- 7 **ATTACHMENT V** CASH FLOW ADVANCE (CFA) SCHEDULE AND CFA CLAIMS PAYMENT
- 8 EXAMPLE, (Sections 1, 2 and 3)
- 9 **ATTACHMENT VI** ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- 10 **ATTACHMENT VII** SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
- 11 **ATTACHMENT VIII** CROSSWALK FACT SHEET
- 12 **ATTACHMENT IX** CHARITABLE CONTRIBUTIONS CERTIFICATION
- 13
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LEGAL ENTITY: NRTIT20C.IVA.LEIbICon06-07. REVISED 05/30/06



1 documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State  
2 Department of Health Services.

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

5 NOW, THEREFORE, Contractor and County agree as follows:

6 **PREAMBLE**

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

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

- 17
- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

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

20 Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community  
21 Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families  
22 requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries,  
23 by and between County departments/agencies, and community and contracting partners.  
24

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

- 27
- Good Health;
  - Economic Well-Being;
  - Safety and Survival;
  - Emotional and Social Well-Being; and
  - Education and Workforce Readiness.
- 28  
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32 Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for  
33 children and families, consensus has emerged among County and community leaders that making substantial  
34 improvements in integrating the County's health and human services system is necessary to significantly  
35 move toward achieving these outcomes. The County has also established the following values and goals for

1 guiding this effort to integrate the health and human services delivery system:

- 2 ✓ Families are treated with respect in every encounter they have with the health, educational, and  
3 social services systems.
- 4 ✓ Families can easily access a broad range of services to address their needs, build on their  
5 strengths, and achieve their goals.
- 6 ✓ There is no "wrong door": wherever a family enters the system is the right place.
- 7 ✓ Families receive services tailored to their unique situations and needs.
- 8 ✓ Service providers and advocates involve families in the process of determining service plans,  
9 and proactively provide families with coordinated and comprehensive information, services, and  
10 resources.
- 11 ✓ The County service system is flexible, able to respond to service demands for both the  
12 Countywide population and specific population groups.
- 13 ✓ The County service system acts to strengthen communities, recognizing that just as individuals  
14 live in families, families live in communities.
- 15 ✓ In supporting families and communities, County agencies work seamlessly with public and  
16 private service providers, community-based organizations, and other community partners.
- 17 ✓ County agencies and their partners work together seamlessly to demonstrate substantial  
18 progress towards making the system more strength-based, family-focused, culturally-  
19 competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and  
20 accountable.
- 21 ✓ County agencies and their partners focus on administrative and operational enhancements to  
22 optimize the sharing of information, resources, and best practices while also protecting the  
23 privacy rights of families.
- 24 ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service  
25 plan, staff development opportunities, infrastructure enhancements, customer service and  
26 satisfaction evaluation, and revenue maximization.
- 27 ✓ County agencies and their partners create incentives to reinforce the direction toward service  
28 integration and a seamless service delivery system.
- 29 ✓ The County human service system embraces a commitment to the disciplined pursuit of results  
30 accountability across systems. Specifically, any strategy designed to improve the County  
31 human services system for children and families should ultimately be judged by whether it helps  
32 achieve the County's five outcomes for children and families: good health, economic well-being,  
33 safety and survival, emotional and social well-being, and education and workforce readiness.

34 The County, its clients, contracting partners, and the community will continue to work together to



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

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

11 Personal Service Delivery

12 The service delivery team – staff and volunteers – will treat customers and each other with courtesy,  
13 dignity, and respect.

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

19 Service Access

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

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

26 Service Environment

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

- 29 • Ensure a safe environment
- 30 • Ensure a professional atmosphere
- 31 • Display vision, mission, and values statements
- 32 • Provide a clean and comfortable waiting area
- 33 • Ensure privacy
- 34 • Post complaint and appeals procedures

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

39 /

40 /

1     1.     TERM:

2           A.     Initial Period: The Initial Period of this Agreement shall commence on January 31, 2007 and  
3 shall continue in full force and effect through June 30, 2007.

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

9                 (1)     First Automatic Renewal Period: If this Agreement is automatically renewed, the  
10 First Automatic Renewal Period shall commence on JULY 1, 2007 and shall continue in full force and effect  
11 through DECEMBER 31, 2007.

12                 (2)     Second Automatic Renewal Period: If this Agreement is automatically renewed, the  
13 Second Automatic Renewal Period shall commence on N/A and shall continue in full force  
14 and effect through N/A.

15           C.     Termination:

16                 (1)     This Agreement may be terminated by either party at any time without cause by  
17 giving at least 30 days prior written notice to the other party.

18                 (2)     This Agreement may be terminated by County immediately:

19                         (a)     If County determines that:

20                                 i.     Any Federal, State, and/or County funds are not available for this  
21 Agreement or any portion thereof; or

22                                 ii.    Contractor has failed to initiate delivery of services within 30 days of  
23 the commencement date of this Agreement; or

24                                 iii.   Contractor has failed to comply with any of the provisions of  
25 Paragraphs 17 (NONDISCRIMINATION IN SERVICES), 18 (NONDISCRIMINATION IN EMPLOYMENT), 20  
26 (INDEMNIFICATION AND INSURANCE), 21 (WARRANTY AGAINST CONTINGENT FEES), 22 (CONFLICT  
27 OF INTEREST), 27 (DELEGATION AND ASSIGNMENT), 28 (SUBCONTRACTING), 33 (CHILD SUPPORT  
28 COMPLIANCE PROGRAM), 47 (CERTIFICATION OF DRUG-FREE WORK PLACE), and/or 53  
29 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

30                                 (b)    In accordance with Paragraphs 34 (TERMINATION FOR INSOLVENCY),  
31 35 (TERMINATION FOR DEFAULT), 36 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 48  
32 (COUNTY LOBBYISTS).

33                 (3)     This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds  
34 for this Agreement were appropriated by County as provided in Paragraph 5 (COUNTY'S OBLIGATION FOR  
35 CURRENT AND FUTURE FISCAL YEARS).

36                 (4)     In the event that this Agreement is terminated, then:

1 (a) On or after the date of the written notice of termination, County, in its sole  
2 discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual  
3 Cost Report. Contractor shall prepare an Annual Cost Report, including a statement of expenses and  
4 revenues, which shall be submitted pursuant to Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph O  
5 (Annual Cost Reports), within 75 days of the date of termination. Such preliminary settlement shall not exceed  
6 the Maximum Monthly Payment (see Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph M (Maximum  
7 Monthly Payment) multiplied by the actual number of months or portion thereof during which this Agreement  
8 was in effect during the particular Fiscal Year; and

9 (b) Upon issuance of any notice of termination, Contractor shall make  
10 immediate and appropriate plans to transfer or refer all patients/clients receiving services under this  
11 Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such  
12 plans shall be subject to prior written approval of Director, except that in specific cases, as determined by  
13 Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an  
14 immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers  
15 or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor  
16 reimbursable in any way under this Agreement; and

17 (c) If Contractor is in possession of any equipment, furniture, removable  
18 fixtures, materials, or supplies owned by County as provided in Paragraph 44 (PURCHASES), the same shall  
19 be immediately returned to County.

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

22 D. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended  
23 if Director, for good cause, determines that Contractor is in default under any of the provisions of this  
24 Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 days notice of such  
25 suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension.  
26 Thereafter, Contractor may, within 15 days, request reconsideration of the Director's decision. Payments shall  
27 not be withheld pending the results of the reconsideration process.

28 E. Six Months Notification of Agreement Expiration: Contractor shall notify County when this  
29 Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and  
30 addresses which are set forth in Paragraph 61 (NOTICES).

31 2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of  
32 County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County  
33 regarding Contractor's performance hereunder.

34 3. DESCRIPTION OF SERVICES/ACTIVITIES: Contractor shall provide mental health services in the  
35 form as identified on the Financial Summary and Service Exhibit(s) and in the Program Description of  
36 Contractor's Negotiation Package for this Agreement as approved in writing by Director, including any

1 addenda thereto as approved in writing by Director. Services provided by Contractor shall be the same  
2 regardless of the patient's/client's ability to pay or source of payment.

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

7 Contractor shall not be required to provide the notice in the preceding paragraph when County  
8 reduces funding to Contractor, either at the beginning or during the fiscal year. In addition, when County cuts  
9 the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing  
10 services for those clients linked to that funding. Contractor shall also thereafter make referrals of those clients  
11 to County or other appropriate agencies.

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

16 Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis,  
17 and Treatment (EPSDT) services.

18 If, during Contractor's provision of services under this Agreement, there is any need for substantial  
19 deviation from the services as described in Contractor's Negotiation Package for this Agreement, as approved  
20 in writing by Director, including any addenda thereto as approved in writing by Director, then Contractor shall  
21 submit a written request to Director for written approval before any such substantial deviation may occur.

22 The following language applies only to *Contractors found eligible to provide mental health services*  
23 *claimable under the Mental Health Services Act (MHSA)*: Contractor has been found to be eligible to provide  
24 mental health services claimable as MHSA services. Contractor has demonstrated experience and training in  
25 its specialized field and has submitted to the County a Statement of Qualifications (SOQ) in response to  
26 County's RFSQ for the provision of such services, and Contractor has met the minimum qualifications listed in  
27 the RFSQ and has been selected for recommendation for placement on a MHSA Master Agreement eligibility  
28 list. Placement on the Master Agreement eligibility list does not guarantee that Contractor will be selected to  
29 provide mental health services claimable as MHSA services. In order to provide mental health services  
30 claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a  
31 Request for Services.

32 **4. FINANCIAL PROVISIONS:**

33 A. General: This Agreement provides for reimbursement as provided in this Paragraph 4  
34 (FINANCIAL PROVISIONS), Subparagraph K (1) (Payment) and as shown on the Financial Page(s). The  
35 Contractor will comply with all requirements necessary for reimbursement as established by Federal, State  
36 and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives. This

1 includes, but is not limited to, any requested reports, written statements, or other information not available to  
2 DMH requested in writing by Director or his designee concerning any associated funding paid to Contractor.  
3 Under no circumstances can the total Maximum Contract Amount of this Agreement be increased or  
4 decreased without a properly executed amendment.

5 (1) Cost Reimbursement (CR): County agrees to reimburse Contractor during the term  
6 of this Agreement for the actual and allowable costs, less all fees paid by or on behalf of patients/clients  
7 receiving services/activities hereunder and all other revenue, interest and return resulting from  
8 services/activities and/or funds paid by County to Contractor hereunder but not to exceed the Maximum  
9 Reimbursable Amount per visit as shown on the Financial Summary and the maximum number of allowable  
10 visits stipulated in the Fee-For-Service Medi-Cal Specialty Mental Health Services Provider Manual when  
11 Contractor is providing mental health services, specialty mental health services and/or Title XIX Medi-Cal  
12 Administrative Activities hereunder in accordance with WIC Sections 5704, 5707, 5709, 5710, 5714, 5716,  
13 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; CCR Titles 9 and 22; SDMH Policy Letters; CR/DC  
14 Manual; Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services  
15 under the Rehabilitation Option and Targeted Case Management Services; DMH policies and procedures; and  
16 all other applicable Federal, State, and local laws, ordinances, rules, regulations manuals, guidelines, and  
17 directives. For payments to reimburse mental health services, actual and allowable costs are considered to  
18 be total units of service times the applicable contracted provisional billing rate per unit of service. Mental  
19 health service support cost (aka flex fund or wraparound cost) such as Client Supportive Services will be  
20 reimbursed based on invoices authorized for payment by DMH program managers.

21 (2) EPSDT: County agrees to reimburse Contractor during the term of this Agreement  
22 for providing EPSDT mental health services/activities over the State established baseline in accordance with  
23 Federal and State laws and regulations. Baseline changes imposed by the State will be imposed on the  
24 Contractor in like percentages.

25 EPSDT funds are part of the Maximum Contract Amount(s) of this Agreement and  
26 shall be paid by County to Contractor solely in County's capacity as the EPSDT claim intermediary between  
27 the Contractor and the State.

28 Notwithstanding any other provision of this Agreement, in the event that Contractor provides EPSDT  
29 services reimbursable under the State's EPSDT mandate claim process. Contractor shall be paid by County  
30 from EPSDT funds upon approval of such EPSDT claims from the State. The CGF allocated on the Financial  
31 Summary Page for EPSDT local match is designated solely for EPSDT eligible services and no CGF in this  
32 category shall be transferred to any other category on said Financial Summary Page without Director's  
33 approval. In the event that EPSDT funds are not available to pay EPSDT claims or that State denies any or all  
34 of the EPSDT claims submitted by County on behalf of Contractor, Contractor shall indemnify and hold  
35 harmless County for any and all liability for payment of any or all of the denied EPSDT claims or for the  
36 unavailability of EPSDT funds to pay for EPSDT claims. Contractor shall be solely liable and responsible for

1 all data and information submitted by Contractor to County in support of all claims for EPSDT funds submitted  
2 by County as the fiscal intermediary.

3 (3) IMD: County agrees to reimburse Contractor during the term of this Agreement for  
4 providing IMD mental health services/activities in accordance with State laws and regulations.

5 (4) Negotiated Rate (NR): County agrees to reimburse Contractor during the term of  
6 this Agreement for providing mental health services hereunder in accordance with WIC Sections 5704, 5705,  
7 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; CCR Titles 9 and 22;  
8 SDMH Policy Letters; CR/DC Manual; Los Angeles County DMH Organizational Provider's Manual for  
9 Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;  
10 DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules,  
11 regulations, manuals, guidelines, and directives. Except for Title XIX Medi-Cal Administrative Activities,  
12 reimbursement shall be at the Negotiated Rate(s), as mutually agreed upon between County and Contractor  
13 and approved by SDMH (for any NR funded in whole or in part by Title XIX Short-Doyle/Medi-Cal and/or State  
14 funds) and as shown on the Financial Summary for non Medi-Cal eligible services less all fees paid by or on  
15 behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from  
16 services/activities and/or funds paid by County to Contractor hereunder.

17 B. Mental Health Services Act (MHSA): The execution of Amendments issued under the MHSA  
18 RFSQ does not guarantee a Contractor any amount of funding. Contractor shall not be entitled to any  
19 payment of MHSA funds by County under this Agreement except pursuant to validly executed and  
20 satisfactorily performed Work Orders or Amendments completed in accordance with County issued MHSA  
21 Request for Services (RFS) that includes a specific and detailed Statement(s) of Work.

22 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with  
23 Contractor. This Agreement shall not restrict County from acquiring similar, equal or like MHSA goods and/or  
24 services from other entities or sources.

25 C. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of  
26 this Agreement as described in Paragraph 1. (TERM) shall not exceed ONE HUNDRED TWENTY-FOUR  
27 THOUSAND FIFTY-SEVEN DOLLARS (\$124,057) and shall consist of County, State, and/or Federal  
28 funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance  
29 which is repayable through cash and/or appropriate Service Function Code (SFC) units and/or actual and  
30 allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of  
31 this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for  
32 Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County  
33 when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send  
34 such notice to those persons and addresses which are set forth in Paragraph 61. (NOTICES).

1 D. Reimbursement If Agreement Is Automatically Renewed:

2 (1) Reimbursement For First Automatic Renewal Period: The Maximum Contract  
3 Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1. (TERM) shall  
4 not exceed ONE HUNDRED TWENTY-FOUR THOUSAND FIFTY-SEVEN DOLLARS (\$124,057) and shall  
5 consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract  
6 Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units  
7 and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any  
8 other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract  
9 Amount for Contractor's performance hereunder during the First Automatic Renewal Period. Furthermore,  
10 Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been  
11 incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph  
12 61 (NOTICES).

13 (2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract  
14 Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1. (TERM)  
15 shall not exceed N/A

16 \_\_\_\_\_  
17 DOLLARS (\$ N/A ), and shall consist of County, State, and/or Federal funds as shown on the  
18 Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable  
19 through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other  
20 provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County  
21 pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the  
22 Second Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent  
23 (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those  
24 persons and addresses which are set forth in Paragraph 61 (NOTICES).

25 E. SDMH Approval of Negotiated Rate(s):

26 (1) Pursuant to WIC Section 5716, SDMH's approval of each NR, shall be obtained prior  
27 to the commencement date of this Agreement and prior to the beginning of any subsequent Fiscal Year or  
28 portion thereof that this Agreement is in effect. Each such NR shall be effective only upon SDMH approval. If  
29 SDMH approval is received after the commencement date of this Agreement or after the beginning of any  
30 subsequent Fiscal Year, SDMH approval may be retroactive. If any such NR is disapproved by SDMH for any  
31 Fiscal Year or portion thereof, Contractor shall be compensated for all mental health services under this  
32 Agreement in accordance with the provisions of WIC Section 5716.

33 (2) Contractor understands that any NR funded in whole or in part by Title XIX  
34 Short-Doyle/Medi-Cal and/or State funds may include County's share of reimbursement for administrative  
35 support costs, including, but not limited to, quality assurance, utilization review, technical assistance, training,  
36 cost accounting, contract administration, other direct administrative activities which result because of

1 contracting activities, medications, monitoring, revenue generation, and client data collection. County shall pay  
2 Contractor for Contractor's share of reimbursement for any such NR and shall retain County's share of  
3 reimbursement to pay for County's associated administrative support costs, if any.

4 F. Established Maximum Allowable Rates:

5 (1) Notwithstanding any other provision of this Agreement, County shall not be required  
6 to pay Contractor more than the Established Maximum Allowable Rates for applicable Title XIX  
7 Short-Doyle/Medi-Cal SFC units. The Established Maximum Allowable Rates shall be those specified in CCR  
8 Title 22, as authorized by WIC Section 5720.

9 (2) Pursuant to Subparagraph E (SDMH Approval of Negotiated Rate(s)) and this  
10 Subparagraph F, the appropriate Established Maximum Allowable Rates in effect during the Initial Period of  
11 this Agreement, the First Automatic Renewal Period, or the Second Automatic Renewal Period, shall be  
12 applicable to this Agreement when adopted by State.

13 (3) The Established Maximum Allowable Rates shall apply to all Short-Doyle/Medi-Cal  
14 eligible SFC units, regardless of funding source (plan).

15 G. Title XIX Short-Doyle/Medi-Cal Services, EPSDT Title XIX Medi-Cal Services, and Title XIX  
16 Medi-Cal Administrative Activities:

17 (1) Except as otherwise provided in this Agreement, if Contractor provides Title XIX  
18 Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
19 Administrative Activities, then Contractor shall be reimbursed by County for the eligible and Federal and  
20 State-approved EPSDT Title XIX Medi-Cal SFC units furnished to eligible Medi-Cal beneficiaries; and/or for  
21 the eligible and State-approved Title XIX Short-Doyle/Medi-Cal SFC units furnished to eligible Medi-Cal  
22 beneficiaries; and/or as determined by the State, for the actual and allowable costs of eligible and  
23 State-approved Title XIX Medi-Cal Administrative Activities only in arrears and only to the extent of actual Title  
24 XIX Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, and/or Title XIX Medi-Cal Administrative  
25 Activities approvals made by the Federal and State governments to County for such service and activities.

26 (2) Each Fiscal Year of the term of this Agreement, such reimbursement for Title XIX  
27 Short-Doyle/Medi-Cal SFC units, and/or for Title XIX Medi-Cal Administrative Activities, shall be made as  
28 applicable on the basis of: (1) FMAP percentage Title XIX Short-Doyle/Medi-Cal services FFP funds, and/or  
29 FMAP percentage Title XIX Medi-Cal Administrative Activities FFP funds, and/or FMAP percentage Specialty  
30 Mental Health Services FFP funds which are part of the applicable Maximum Contract Amount of this  
31 Agreement and which are paid by County to Contractor solely in County's capacity as the fiscal intermediary  
32 for such Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, and (2)  
33 match from funds which are part of the applicable Maximum Contract Amount of this Agreement, and which  
34 qualify as eligible FFP match as on the Financial Summary.

35 (3) Each Fiscal Year of the term of this Agreement, such reimbursement for EPSDT  
36 Title XIX Medi-Cal services shall be one hundred percent of the program funds which are part of the



1 applicable Maximum Contract Amount of this Agreement and which are paid by County to Contractor solely in  
2 County's capacity as the fiscal intermediary. EPSDT Title XIX Medi-Cal services shall be paid as applicable  
3 on the basis of FMAP percentage of FFP funds, matching State general funds for EPSDT, and matching CGF  
4 funds as defined by the State.

5 (4) Notwithstanding any other provision of this Agreement, if Title XIX  
6 Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
7 Administrative Activities are provided hereunder, such services and administrative activities shall comply with  
8 and be compensated in accordance with all applicable Federal and State reimbursement requirements.

9 (5) If Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal  
10 services, and/or Title XIX Medi-Cal Administrative Activities, are provided under this Agreement, Contractor  
11 authorizes County to serve as the fiscal intermediary for claiming and reimbursement for such Title XIX  
12 Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
13 Administrative Activities and to act on Contractor's behalf with SDMH, SDHS and/or SDSS in regard to  
14 claiming reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal  
15 services, and/or Title XIX Medi-Cal Administrative Activities.

16 Contractor shall be solely liable and responsible for all data and information submitted by  
17 Contractor to County in support of all claims for Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title  
18 XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, submitted by County as the fiscal  
19 intermediary to SDMH, SDHS and/or SDSS and for any subsequent State approvals or denials of such claims  
20 that may be based on data and information submitted by Contractor. Contractor shall process all Title XIX  
21 Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, Explanation of Balance (EOB) or other data within  
22 the time frame prescribed by the State and Federal governments. County shall have no liability for  
23 Contractor's failure to comply with State and Federal time frames.

24 Notwithstanding any other provision of this Agreement, Contractor shall hold County  
25 harmless from and against any loss to Contractor resulting from any such State denials caused by Contractor,  
26 unresolved EOB claims, and/or any Federal and/or State audit disallowances caused by Contractor for such  
27 Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
28 Administrative Activities.

29 (6) Notwithstanding any other provision of this Agreement, Contractor shall be totally  
30 liable and responsible for: (1) the accuracy of all data and information on all claims for Title XIX  
31 Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, which Contractor inputs into the  
32 IS, (2) the accuracy of all data and information which Contractor provides to DMH, and (3) ensuring that all  
33 Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
34 Administrative Activities, are performed appropriately within Medi-Cal, guidelines including, but not limited to,  
35 administration, utilization review, documentation, and staffing.

36 (7) As the State designated Short-Doyle/Medi-Cal fiscal intermediary, County shall

1 submit a claim to SDMH for Title XIX Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, reimbursement  
2 only for those services entered into the IS that meet the Medi-Cal claiming requirements as identified by  
3 Contractor. Contractor shall comply with all written instructions from County and/or State regarding Title XIX  
4 Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, claiming and documentation.

5 Contractor shall maintain an audit file documenting all Title XIX Short-Doyle/Medi-Cal  
6 services, and/or EPSDT Title XIX Medi-Cal, as instructed by County for a period of seven (7) years from the  
7 end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever  
8 occurs later.

9 (8) County is the State designated fiscal intermediary for Title XIX Short-Doyle/Medi-Cal  
10 services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.  
11 Contractor shall comply with all written instructions from County regarding any such Title XIX claims and  
12 documentation. Contractor shall certify in writing that all necessary Title XIX documentation exists at the time  
13 any such claims for Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services,  
14 and/or Title XIX Medi-Cal Administrative Activities, are submitted by Contractor to County.

15 Contractor shall maintain all records, including, but not limited to, all time studies prepared by  
16 Contractor, documenting all Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal  
17 services, and/or Title XIX Medi-Cal Administrative Activities, as instructed by County for a period of seven (7)  
18 years from the end of the quarter in which such services were provided or until final resolution of any audits,  
19 whichever occurs later.

20 (9) County may modify the claiming systems for Title XIX Short-Doyle/Medi-Cal  
21 services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, at any  
22 time in order to comply with changes in, or interpretations of, State or Federal laws, rules, regulations,  
23 manuals, guidelines, and directives. When possible, County shall notify Contractor in writing of any such  
24 modification and the reason for the modification 30 days prior to the implementation of the modification.

25 (10) Title XIX Short-Doyle/Medi-Cal Reconciliation Report and EPSDT Title XIX Medi-Cal:  
26 Prior to 16 months after the close of each Fiscal Year, Contractor shall provide DMH with two (2) copies of an  
27 accurate and complete Title XIX Short-Doyle/Medi-Cal Reconciliation Report and EPSDT Title XIX Medi-Cal  
28 at the legal entity level for each of Contractor's Short-Doyle/Medi-Cal provider numbers which are part of the  
29 legal entity, for all Title XIX Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, SFC units furnished and  
30 State-approved during the applicable Fiscal Year. Each such Title XIX Short-Doyle/Medi-Cal Reconciliation  
31 Report and EPSDT Title XIX Medi-Cal shall be prepared by Contractor in accordance with all SDMH  
32 instructions and shall be certified in writing by Contractor's Chief Executive Officer. If Contractor does not so  
33 provide DMH with the Title XIX Short-Doyle/Medi-Cal Reconciliation Report and EPSDT Title XIX Medi-Cal by  
34 the due date, then Director, in his sole discretion, shall determine which State approved Short-Doyle/Medi-Cal,  
35 and/or EPSDT Medi-Cal, data shall be used by County for completion of the Title XIX Short-Doyle/Medi-Cal  
36 Reconciliation Report and EPSDT Title XIX Medi-Cal.

1 (11) Title XIX Short-Doyle/Medi-Cal Reconciliation Report, EPSDT Title XIX Medi-Cal  
2 Services, and Title XIX Medi-Cal Administrative Activities, Overpayment Recovery Procedures: Contractor  
3 shall repay to County the amount, if any, paid by County to Contractor for Title XIX Short-Doyle/Medi-Cal  
4 Reconciliation Report, and EPSDT Title XIX Medi-Cal services, and Title XIX Medi-Cal Administrative  
5 Activities, which are found by County, State, and/or Federal governments not to be reimbursable.

6 For Federal audit exceptions, Federal audit appeal processes shall be followed. County  
7 recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations,  
8 manuals, guidelines, and directives.

9 For State audit exceptions, County shall immediately recover any overpayment from  
10 Contractor when the State recovers the overpayment from County.

11 For County audit exceptions, County shall immediately recover the overpayment from  
12 Contractor 30 days from the date of the applicable audit determination by Director.

13 Contractor shall pay County according to the method described in Subparagraph T (Payments  
14 Due to County/Method of Payment).

15 H. Funding Sources:

16 (1) County, State, and/or Federal funds shall be limited to and shall not exceed the  
17 respective amounts shown on the Financial Summary. Cash Flow Advances are County funds and are  
18 repayable through cash and or any service/activity provided by Contractor under the terms of this Agreement.

19 (2) The reimbursement method of payment for the respective County, State and/or  
20 Federal funding source(s) is shown on the Financial Summary.

21 (3) The combined CGF and any other funding sources shown on the Financial Summary  
22 as funds to be disbursed by County shall not total more than the Maximum Contract Amount for the applicable  
23 period of the Agreement term as specified in Subparagraphs C (Reimbursement For Initial Period) and D  
24 (Reimbursement If Agreement Is Automatically Renewed).

25 (4) Notwithstanding any other provision of this Agreement, EPSDT Title XIX Medi-Cal,  
26 FFP funds shall be paid by County to Contractor solely in County's capacity as the fiscal intermediary for Title  
27 XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
28 Administrative Activities. In no event shall County be liable or responsible to Contractor for any payment for  
29 any disallowed Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or  
30 Title XIX Medi-Cal Administrative Activities.

31 EPSDT Title XIX Medi-Cal and FFP funds shall be subject to all applicable Federal and State  
32 laws, rules, regulations, manuals, guidelines, and directives.

33 (5) To the extent permitted by Federal law, certain funds, as designated on the Financial  
34 Summary, may be used to match the FFP component of reimbursement for Title XIX Short-Doyle/Medi-Cal  
35 services, and/or Title XIX Medi-Cal Administrative Activities, in order to achieve the maximum Federal  
36 reimbursement possible for mental health services and administrative activities provided under this

1 Agreement.

2 I. Government Funding Restrictions: This Agreement shall be subject to any restrictions,  
3 limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act,  
4 which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be  
5 subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may  
6 in any way affect the provisions or funding of this Agreement.

7 J. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest:

8 (1) Contractor shall comply with all County, State, and Federal requirements and  
9 procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and  
10 collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2) the  
11 eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue,  
12 and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients  
13 receiving services hereunder. Contractor shall vigorously pursue and report collection of all patient/client and  
14 other revenue.

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

18 (3) If Contractor provides Title XIX Medi-Cal Administrative Activities funded by Title XIX  
19 pursuant to WIC Section 14132.44 as described in Paragraph 3 (DESCRIPTION OF SERVICES), or then  
20 Contractor shall assure that FFP reimbursement for such Title XIX Medi-Cal Administrative Activities and shall  
21 be utilized by Contractor only for the provision of Title XIX Medi-Cal Administrative Activities.

22 (4) Contractor may retain unanticipated revenue, which is not shown in Contractor's  
23 Negotiation Package for this Agreement, for a maximum period of one Fiscal Year, provided that the  
24 unanticipated revenue is utilized for the delivery of mental health service units specified in this Agreement.  
25 Contractor shall report the mental health services funded by this unanticipated revenue in the Annual Cost  
26 Report submitted by Contractor to County. The Annual Cost Report shall be prepared as instructed by State  
27 and County.

28 (5) Contractor shall not retain any fees paid by any resources for or on behalf of  
29 Medi-Cal beneficiaries without having those fees deducted from the cost of providing the mental health  
30 service/units specified in this Agreement.

31 (6) Contractor may retain any interest and/or return which may be received, earned or  
32 collected from any funds paid by County to Contractor, provided that Contractor shall utilize all such interest  
33 and return only for the delivery of mental health service units specified in this Agreement.

34 (7) Failure of Contractor to report in all its monthly claims and in its Annual Cost Report  
35 all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients  
36 receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving

1 services and/or activities hereunder, all unanticipated revenue not shown in Contractor's Negotiation Package  
2 for this Agreement, and all interest and return on funds paid by County to Contractor, shall result in: (1)  
3 Contractor's submission of a revised claim statement showing all such nonreported revenue, (2) a report by  
4 County to SDMH of all such nonreported revenue, (3) a report by County to the Federal HCFA should any  
5 such unreported revenue be paid by any resources for or on behalf of Medi-Cal beneficiaries, and/or (4) any  
6 appropriate financial adjustment to Contractor's reimbursement.

7 K. Payment:

8 (1) For each month of the term of this Agreement, Contractor shall submit to County a  
9 claim for each applicable row (payer funding source) identified on the Financial Summary and Rate Schedule,  
10 in the form and content specified by County. Each monthly claim shall be submitted within 60 days of the last  
11 date mental health services were provided during the particular month and within 60 days of the last date Title  
12 XIX Medi-Cal Administrative Activities were provided during the particular month.

13 (a) Cost Reimbursement: Contractor's monthly claim to County shall show all  
14 Contractor's actual and allowable costs and all other revenue, interest and return resulting from  
15 services/activities and/or funds paid by County to Contractor hereunder for the particular month. The County  
16 may make provisional reimbursement, subject to final settlement to cost. All provisional reimbursement shall  
17 be based upon specialty mental health services actually provided as shown on County's Integrated Systems  
18 reports. Contractor certifies that all units of service claimed by Contractor on a provisional reimbursement  
19 basis are true and accurate claims for reimbursement.

20 i. For CalWORKS outpatient and GROW programs only, contractor's  
21 monthly claim to County shall be separately itemized by each SFC to show the payment calculation for each  
22 SFC by multiplying the SFC units as shown on the MHMIS or the IS by the applicable provisional rates for  
23 such SFC as shown on the Financial Summary. Each monthly claim shall be submitted within 30 days of the  
24 last date mental health services were provided during the particular month and within 60 days of the last date  
25 Title XIX Medi-Cal Administrative Activities were provided during the particular month.

26 ii. For all services/activities not billable through the IS such as Client  
27 Supportive Services, contractor must submit a monthly invoice showing Contractor's actual and allowable  
28 costs, less all fees paid by or on behalf of patients/clients receiving services/activities hereunder. These  
29 invoices shall be submitted to County within 30 days of the end of the billing period and shall be reviewed and  
30 approved by DMH program managers.

31 (b) For IMDs Only: Those Institutions for Mental Disease which are licensed as  
32 Skilled Nursing Facilities (SNF) by SDHS are, thereby, entitled by law to the rates established by SDHS for  
33 Skilled Nursing Facilities. The IMD rate consists of a basic SNF rate and a STP rate, or a MHRC rate.  
34 Contractor's monthly claim to County shall be for those patient days that have been approved in writing by the  
35 County and shall be separately itemized by each patient day. Claims shall be submitted to County within 30  
36 days of the end of the billing period. Monthly claims shall be reviewed and approved by County.

1 (c) Negotiated Rate: Contractor's monthly claim to County shall be separately  
2 itemized by each SFC to show the payment calculation for each SFC by multiplying the SFC units as shown  
3 on specified data reports by the applicable NR for such SFC as shown on the Financial Summary. PATH and  
4 SAMHSA services shall follow the terms stated in subparagraph K(1)(a).

5 i. DMH shall have the option to deny payment for services when  
6 documentation of clinical work does not meet minimum State and County standards.

7 ii. For Organizational Providers Only: Provisional reimbursement shall  
8 be based on the rates shown on the Provisional Rate Schedule(s) as published and periodically revised as  
9 supplements to the Los Angeles County DMH Fee-For-Service Medi-Cal Specialty Mental Health Services  
10 Provider Manual by the DMH, Office of Managed Care and distributed to DMH Organizational Providers and to  
11 the Los Angeles County DMH Contracts Development and Administration Division.

12 Further, Contractor agrees to hold harmless both the State and beneficiary in the event  
13 County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

14 (2) On the basis of this monthly claim and after Director's review and approval of the  
15 monthly claim, Contractor shall receive from County payment of Contractor's claimed amount for NR services,  
16 and actual and allowable costs for all cost reimbursed services and activities, less all revenue, interest and  
17 return resulting from services/activities and/or funds paid by County to Contractor hereunder, including, but not  
18 limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest and return as  
19 described in Subsection 7 of Subparagraph J (Patient/Client Eligibility, UMDAP Fees, Third Party Revenue,  
20 and Interest).

21 The monthly claim and subsequent payment shall be made in accordance with County  
22 policies and procedures. If a claim is not submitted as required by County, then payment shall be withheld  
23 until County is in receipt of a complete and correct claim and such claim has been reviewed and approved by  
24 Director.

25 If Contractor has received any Cash Flow Advance pursuant to Subparagraph L (Cash Flow  
26 Advances In Expectation of Services/Activities To Be Rendered), then Director may, in his discretion, at any  
27 time, make adjustments to any of Contractor's monthly claims as necessary to ensure that Contractor shall not  
28 be paid by County a sum in excess of the amount determined by multiplying the SFC units as shown on  
29 specified data reports by the applicable NR for such SFC as shown on the Financial Summary for NR services  
30 and/or Contractor's actual and allowable costs of providing mental health services and Title XIX Medi-Cal  
31 Administrative Activities, or the Maximum Contract Amount for such Fiscal Year as shown in Subparagraphs  
32 C (Reimbursement for Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed),  
33 whichever is less, less all revenue, interest and return resulting from services/activities and/or funds paid by  
34 County to Contractor hereunder. Contractor may request in writing, and shall receive if requested, DMH's  
35 computations for determining any adjustment to Contractor's monthly claim.

36 (3) All monthly claims shall be subject to adjustment based upon the IS reports, as

1 applicable, EOB data, and/or Contractor's Annual Cost Report which shall supersede and take precedence  
2 over all claims.

3 (4) All monthly claims shall be based on mental health services actually provided as  
4 shown on IS reports, as applicable, and/or Title XIX Medi-Cal Administrative Activities actually provided as  
5 shown by State-approved time studies prepared or actual and allowable costs for State approved units of  
6 activities reported by Contractor. Contractor certifies that all units of services entered by Contractor into the IS  
7 are true and accurate claims for reimbursement.

8 (5) Title XIX Short-Doyle/Medi-Cal FFP funds and EPSDT Title XIX Medi-Cal funds,  
9 shall be paid by County to Contractor only for State approved claims for Title XIX Short-Doyle/Medi-Cal and/or  
10 EPSDT Title XIX Medi-Cal SFC units provided to eligible Medi-Cal beneficiaries. Title XIX  
11 Short-Doyle/Medi-Cal FFP funds and EPSDT Title XIX Medi-Cal funds, shall be paid by County to Contractor  
12 only for the period of time Contractor is certified as a Title XIX Short-Doyle/Medi-Cal provider, only to the  
13 extent that eligible FFP matching funds are available under this Agreement, and only after County has  
14 received FFP and EPSDT payment from State.

15 (6) Title XIX Medi-Cal Administrative Activities FFP funds shall be paid by County to  
16 Contractor only for State approved claims for Title XIX Medi-Cal Administrative Activities based on time  
17 studies prepared or actual and allowable costs for units of activities reported by Contractor. Title XIX Medi-Cal  
18 Administrative Activities FFP funds shall be paid by County to Contractor only if Contractor is authorized as a  
19 Title XIX Medi-Cal Administrative Activities provider, only to the extent that eligible FFP matching funds are  
20 available under this Agreement, and only after County has received FFP payment from State.

21 (7) FFP and EPSDT funds shall be paid by County to Contractor solely in County's  
22 capacity as the fiscal intermediary for Title XIX Short-Doyle/Medi-Cal services, EPSDT Title XIX Medi-Cal  
23 services, and Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of this Agreement,  
24 County shall pay to Contractor FFP funds only to the extent that the applicable Maximum Contract Amount  
25 has eligible State and/or local funds which qualify as the match to FFP, as required by Federal and/or State  
26 laws, regulations, manuals, guidelines, and directives.

27 (8) Title XIX Short-Doyle/Medi-Cal services FFP funds, EPSDT Title XIX Medi-Cal  
28 services funds, Title XIX Medi-Cal Administrative Activities FFP funds, shall be paid by County to Contractor  
29 solely in County's capacity as the fiscal intermediary for Title XIX Short-Doyle/Medi-Cal services, EPSDT Title  
30 XIX Medi-Cal services, Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of this  
31 Agreement, County shall pay to Contractor Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX  
32 Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities funds only to the extent required by  
33 Federal laws, regulations, manuals, guidelines, and directives.

34 (9) County pays any Medi-Cal FFP Funds and EPSDT-SGF (Early and Periodic  
35 Screening, Diagnosis, and Treatment-State General Funds) local matching funds to Contractor solely in  
36 County's capacity as the FFP and EPSDT-SGF intermediary between the Contractor and the State, solely to

1 assist the County in expeditiously processing and initially paying Contractor (because of the internal  
2 accounting necessity for appropriation authority) for such claims for payment pending reimbursement from the  
3 State, the Maximum Contract Amount(s) of this Agreement shall include FFP and/or EPSDT-SGF. This will  
4 establish legal authorization by the Board of Supervisors to make expenditures for the services and/or  
5 activities identified on the Financial Summary and Service Exhibit(s) of this Agreement, pending  
6 reimbursement by the State. To the extent Contractor exceeds the FFP and/or EPSDT-SGF amount(s)  
7 included in this Agreement, such excess will be paid to Contractor only upon Contract Amendment approved  
8 by the Board of Supervisors, or from an Appropriation Account set up to record the Board's specific  
9 authorization to spend EPSDT-SGF and FFP in excess of the Maximum Contract Amount(s).

10 Contractor understands and agrees that County's assistance in processing and, as  
11 an intermediary for the State and Federal governments, initially paying for FFP and EPSDT-SGF in  
12 accordance with the above is subject to reimbursement from the State and does not render County in any  
13 way responsible for the substantive obligation to be ultimately fiscally responsible for payment for  
14 Contractor's claims for payment for these services. Contractor's entitlement to payment for such services,  
15 or claimed services, is entirely dependent upon compliance with the law and regulations related to same.  
16 In the event of a dispute regarding entitlement for payment, Contractor agrees that County is not liable for  
17 payment for such claims and will not pursue any such claims for payment against County.

18 (10) No Payment for Services Provided Following Expiration/Termination of Contract:

19 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind  
20 whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract.  
21 Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay  
22 all such funds to County. Payment by County for services rendered after expiration/termination of this  
23 Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This  
24 provision shall survive the expiration or other termination of this Contract.

25 L. Cash Flow Advance In Expectation Of Services/Activities To Be Rendered for Title XIX Short-  
26 Doyle/Medi-Cal and EPSDT Title XIX Medi-Cal Service Contractors: For each month of each fiscal year,  
27 County will reimburse Contractor based upon the County and/or State and/or Federal government(s)  
28 processing of the reimbursement claims for rendered services/activities submitted by Contractor to the County  
29 subject to claim edits, and future settlements and audit processes. However, for each month of each fiscal  
30 year not to exceed three (3) or five (5) consecutive months, or portion thereof, as described below, and for  
31 such month the County and/or State and/or Federal government(s) have not made payment, and/or such  
32 payment is less than 1/12<sup>th</sup> of the Maximum Contract Amount, Contractor may request in writing from County  
33 a monthly County General Fund Cash Flow Advance as herein described.

34 Cash Flow Advance shall consist of, and shall be payable only from, the Maximum Contract  
35 Amount appropriation approved by County's Board of Supervisors for the particular fiscal year in which the  
36 costs are to be incurred and upon which the request(s) is (are) based.



1 Cash Flow Advance is intended to provide cash flow to Contractor pending Contractor's  
2 rendering and billing of eligible services/activities, as identified by Paragraph 3 (DESCRIPTION OF  
3 SERVICES/ACTIVITIES) of this Agreement, to the County and/or State and/or Federal government(s), and  
4 the County and/or State and/or Federal government(s) have made payment for such services/activities.  
5 Contractor may request each monthly Cash Flow Advance only for such services/activities and only when  
6 there is no reimbursement from other public or private sources for such services/activities.

7 No Cash Flow Advance will be given if a Contractor has not been certified as an eligible Medi-  
8 Cal service provider.

9 The Cash Flow Advance amount for any particular month will be reduced by County  
10 payments of actual reimbursement claims received by County from the Contractor. The County's claims  
11 payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim. If  
12 such Contractor reimbursement claim is received at any time during either the initial three (3) or two (2)  
13 additional consecutive months, the monthly payment to Contractor will include the payment for such actual  
14 reimbursement claim thereby reducing the Cash Flow Advance disbursement amount for that particular  
15 month.

16 Cash Flow Advance is based upon the following:

17 (1) Each month of each fiscal year not to exceed three (3) consecutive months, or  
18 portion thereof, that this Agreement is in effect, Contractor may request, separately for each month, in writing  
19 from County a monthly County General Fund Cash Flow Advance for any funds which may be part of the  
20 Maximum Contract Amount for such fiscal year as identified on the Financial Summary Page. Contractor shall  
21 specify in their request the amount of the monthly Cash Flow Advance not to exceed \$20,676 per month and  
22 the total Cash Flow Advance for the three (3) months shall not exceed \$62,028. The Cash Flow Advance  
23 monthly amount is 1/12<sup>th</sup> of Maximum Contract Amount as identified on the Financial Summary Page,  
24 annualized Maximum Contract Amount if a partial year.

25 (2) A Contractor providing EPSDT Short-Doyle Medi-Cal services as part of this  
26 Agreement, may for two (2) additional consecutive months, or portion thereof, that this Agreement is in effect,  
27 request, separately for each month, in writing from County a monthly County General Fund Cash Flow  
28 Advance for any EPSDT Title XIX Medi-Cal funds which may be part of the Maximum Contract Amount for  
29 such fiscal year as shown on the Financial Summary Page. Contractor shall specify in their request the  
30 amount of the monthly Cash Flow Advance not to exceed \$ N/A per month for each of the two (2)  
31 additional consecutive months and the total Cash Flow Advance for the two (2) additional consecutive months  
32 shall not exceed \$ N/A.

33 Upon receipt of a request, Director, in his sole discretion, shall determine whether to approve  
34 the Cash Flow Advance request and, if approved, whether the request is approved in whole or in part.

35 The time schedules and examples for County claims payment, and the three (3) and five (5)  
36 months Cash Flow Advance disbursement(s) and Contractor repayment of Cash Flow Advance funds to

1 County by means of a County offset to Contractor claims to County are incorporated herein as Attachment V.

2 County identifies if Contractor's units of service and State FFP and EPSDT-SGF approvals  
3 are meeting or exceeding the contracted levels and if not, Cash Flow Advance recovery is initiated to ensure  
4 Contractor completes repayment of the Cash Flow Advance with units of services by the time the Contractor's  
5 fiscal year's twelfth month of claims are received and processed.

6 Any County and/or State and/or Federal government(s) approved Contractor reimbursement  
7 claims for eligible services/activities in excess of the actual unpaid Cash Flow Advance County to Contractor  
8 will be disbursed in accordance with the terms and conditions of this Agreement.

9 Should Contractor request and receive Cash Flow Advance, Contractor shall exercise cash  
10 management of such Cash Flow Advance in a prudent manner.

11 For IMD, PHF and Mental Health Rehabilitation Center Contractors Only: The amount of a  
12 Cash Flow Advance payment shall be based on 95 percent (95%) of the average daily census for the last two  
13 months of the preceding fiscal year.

14 M. Maximum Monthly Payment: County's Maximum Monthly Payment to Contractor for each  
15 monthly claim shall not exceed an amount determined pursuant to County policies and procedures.

16 State General Funds and FFP funds for State approved claims for EPSDT Title XIX Medi-Cal  
17 SFC units, and/or Title XIX Short-Doyle/Medi-Cal SFC units, and/or Title XIX Medi-Cal Administrative  
18 Activities, claimed by County to State on behalf of the Contractor shall be paid by County to Contractor only in  
19 arrears and only after County has approval of such claimed units.

20 In order to recover CGF provided to Contractor as Cash Flow Advance pursuant to this  
21 Subparagraph M, or any amounts due to County by Contractor under this Agreement or otherwise, County  
22 shall withhold from any amounts due by County to Contractor under this Agreement or otherwise: (1) the FFP  
23 and/or EPSDT-SGF portions of total State approved Short-Doyle/Medi-Cal claims Cash Flow Advances that  
24 are in excess of a cumulative, for each month actual State approval data has been received, 1/12 of the  
25 Maximum Contract Amount and/or (2) the FFP portion of Title XIX Short-Doyle/Medi-Cal for State approved  
26 claims for Title XIX Short-Doyle/Medi-Cal SFC units and/or (3) the State and FFP portion of EPSDT Title XIX  
27 Medi-Cal for State approved claims for EPSDT Title XIX Medi-Cal SFC units and/or (4) the FFP for Title XIX  
28 Medi-Cal Administrative Activities and/or (5) the County, State and Federal portions of SFC units claimed by  
29 Contractor in the IS for non-Title XIX Medi-Cal. Contractor may request in writing, and shall receive if  
30 requested, DMH's computations for determining any amounts withheld.

31 N. Withholding of Payment for Nonsubmission of IS and Other Information: County may  
32 withhold a maximum of 10 percent (10%) of any monthly claim, if any IS data, EOB data, or other information  
33 is not submitted by Contractor to County within the time limits of submission of this Agreement or if any IS  
34 data, EOB data, or other information is incomplete, incorrect, or is not completed in accordance with the  
35 requirements of this Agreement. County shall give Contractor at least 15 working days written notice of its  
36 intention to withhold payments hereunder, including the reason(s) for its intended action. Thereafter,

1 Contractor shall have 15 days either to correct any deficiencies, or to request reconsideration of the decision  
2 to withhold payment. Payment to Contractor shall not be withheld pending the correction of deficiencies, or if  
3 reconsideration is requested, pending the results of the reconsideration process.

4 O. Annual Cost Reports:

5 (1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor  
6 shall provide DMH with two copies of an accurate and complete Annual Cost Report, with a statement of  
7 expenses and revenue. The annual cost report will be comprised of a separate set of forms for the County  
8 and State for the Financial Summary within each legal entity. Such reports will be due on September 15<sup>th</sup> for  
9 the fiscal year ending on the previous June 30<sup>th</sup> or 75 days following the expiration or termination date of this  
10 Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the  
11 following business day. Each such Annual Cost Report shall be prepared by Contractor in accordance with  
12 the requirements set forth in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual,  
13 CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health  
14 Services under the Rehabilitation Option and Targeted Case Management Services, and any other written  
15 guidelines which shall be provided to Contractor by County by June 30 of the Fiscal Year for which the Annual  
16 Cost Report is to be prepared.

17 (2) If Contractor fails to submit accurate and complete Annual Cost Report(s) by such  
18 due date, and if this Agreement is automatically renewed as provided in Paragraph 1 (TERM), then County  
19 shall not make any further payments to Contractor under this Agreement until the accurate and complete  
20 Annual Cost Report(s) is (are) submitted.

21 (3) Failure of Contractor to submit accurate and complete Annual Cost Report(s) by  
22 such due date shall result in a Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the  
23 accurate and complete Annual Cost Report(s) is (are) not submitted, unless a waiver of the penalty is  
24 approved by the Director or his designee. This penalty waiver request must be sent to the Director of Mental  
25 Health's attention no later than thirty (30) days prior to the County's Cost Report filing due date to allow ample  
26 time to process. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report.  
27 The Late Penalty shall commence beginning September 16<sup>th</sup> or on the seventy-sixth day following the  
28 expiration or termination date of this Agreement and shall continue until the outstanding Annual Cost Report(s)  
29 is(are) received.

30 In the event that Contractor does not submit accurate and complete Annual Cost Report(s)  
31 by October 15<sup>th</sup>, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to  
32 Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be due by  
33 Contractor to County. Contractor shall pay County according to the method described in Subparagraph T  
34 (Payments Due to County/Method of Payment).

35 (4) If Contractor fails to correct inaccuracies in Annual Cost Report within thirty (30) days  
36 after receipt of written notification from the Director of Mental Health or his designee and said inaccuracies

1 result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor,  
2 Contractor must return back to the County the amount of the loss of reimbursement that the County could  
3 have claimed if the inaccuracy was corrected by Contractor.

4 P. Adjustments and Settlement of Annual Cost Report: Based on the Annual Cost Report(s)  
5 submitted pursuant to Subparagraph O (Annual Cost Reports), at the end of each Fiscal Year or portion  
6 thereof that this Agreement is in effect the cost of all mental health services, and Title XIX Medi-Cal  
7 Administrative Activities rendered hereunder shall be adjusted as follows:

8 (1) Cost Reimbursement - to actual and allowable costs, not to exceed the applicable  
9 Maximum Contract Amount as shown in Subparagraph C (Reimbursement For Initial Period) or D  
10 (Reimbursement If Agreement Is Automatically Renewed), provided that reimbursement for  
11 Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law and  
12 State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be consistent  
13 with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities Plan not to  
14 exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or  
15 Title XIX Medi-Cal Administrative Activities, shall not exceed an amount for which there are sufficient  
16 CGF/State match funds in the applicable Maximum Contract Amount.

17 (2) IMD - to the lower of the DMH determined final IS run of reported patient days or the  
18 patient days reported in Contractor's Annual Cost Report, multiplied by the applicable SDHS's currently  
19 approved Skilled Nursing Facility Rate per patient day for Basic Service plus SDHS's currently approved STP  
20 Rate per patient day for STP Services.

21 (3) Negotiated Rate - to the lower of the DMH determined final IS run of reported SFC  
22 units, or the SFC units reported in Contractor's Annual Cost Report, multiplied by the applicable NR less all  
23 revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor,  
24 including, but not limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest  
25 and return resulting from services/activities and/or funds paid by County to Contractor as described in  
26 Subsection 7 of Subparagraph J (Patient/Client Eligibility; UMDAP Fees, Third Party Revenue, and Interest),  
27 not to exceed the applicable Maximum Contract Amount as shown in Subparagraph C (Reimbursement For  
28 Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), provided that reimbursement for  
29 Title XIX Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law  
30 and State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be  
31 consistent with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities  
32 Plan not to exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal  
33 services, and/or Title XIX Medi-Cal Administrative Activities, shall not exceed an amount for which there is a  
34 sufficient CGF/State match funds in the applicable Maximum Contract Amount. In the event that Contractor  
35 adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay  
36 County according to the method described in Subparagraph T (Payments Due to County/Method of Payment).

1 Q. Post Fiscal Year Audit Settlement:

2 (1) In the event of a post-contract audit conducted by County, State, and/or Federal  
3 personnel, actual and allowable SFC units for NR services and actual and allowable costs for cost  
4 reimbursement services shall be determined for each Fiscal Year or portion thereof that this Agreement is in  
5 effect. Such audit may include requests to review any fiscal, programmatic, or SFC unit concerns that County,  
6 State, and/or Federal auditors may have under this Agreement. CR/DC Manual, Los Angeles County DMH  
7 Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and  
8 Targeted Case Management Services, SDMH's utilization review policies and procedures, State's Medicaid  
9 Plan, State's Title XIX Medi-Cal Administrative Activities Plan, and the Federal Health Care Financing  
10 Administration's Health Insurance Manual Volume 15 (HIM 15) shall serve as the basic reference and  
11 authority for the audit determination of actual and allowable SFC units for mental health services and actual  
12 and allowable costs for Title XIX Medi-Cal Administrative Activities and PATH and SAMHSA services. One of  
13 the purposes of the audit determination of actual and allowable SFC units is to identify and adjust for  
14 duplicated claims; SFC units not provided; SFC units not documented; and utilization review findings,  
15 including, but not limited to, unnecessary care and the lack of appropriate licensed practitioners of the healing  
16 arts.

17 (2) For mental health services, if the post-contract audit conducted by County, State,  
18 and/or Federal personnel determines that the amounts paid by County to Contractor for any SFC units  
19 furnished hereunder are more than the amounts allowable pursuant to this Agreement, then the difference  
20 shall be due by Contractor to County upon the State and/or Federal collection from County of the amount due,  
21 or after exhausting all appeals, if any, whichever occurs first.

22 For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by  
23 County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal  
24 Administrative Activities furnished hereunder are more than the amounts allowable pursuant to this  
25 Agreement, then the difference shall be due by Contractor to County. Contractor shall pay County according  
26 to the method described in Subparagraph T. (Payments Due to County/Method of Payment).

27 (3) For NR and CR services, if the post-contract audit conducted by County, State,  
28 and/or Federal personnel determines that the amounts paid by County to Contractor for any NR SFC units  
29 furnished hereunder are less than the allowable pursuant to this Agreement and/or CR services, then the  
30 difference shall be paid by County to Contractor, provided that in no event shall County's Maximum Contract  
31 Amount for the applicable Fiscal Year, as shown in Subparagraph C. (Reimbursement For Initial Period) or D  
32 (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

33 For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by  
34 County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal  
35 Administrative Activities furnished hereunder are less than the amounts reimbursable pursuant to this  
36 Agreement, then the difference shall be paid by County to Contractor, provided that in no event shall County's

1 Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph C (Reimbursement For  
2 Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

3 R. Audit Appeals After Post Audit Settlement: If Contractor appeals any audit report, the appeal  
4 shall not prevent the post-contract audit settlement pursuant to Subparagraph Q (Post-Contract Audit  
5 Settlement).

6 S. County Audit Settlements: If, at any time during the term of this Agreement or at any time  
7 after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of  
8 Contractor regarding the mental health services and/or Title XIX Medi-Cal Administrative Activities provided  
9 hereunder and if such audit finds that County's dollar liability for such services and/or administrative activities  
10 is less than payments made by County to Contractor, then the difference shall be due by Contractor to County,  
11 unless Contractor files an appeal with County, in which case the amount due, if any, will be determined upon  
12 the completion of the appeal. Contractor shall pay County according to the method described in  
13 Subparagraph T (Payments Due to County/Method of Payment).

14 If such audit finds that County's dollar liability for such services and/or administrative activities  
15 provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to  
16 Contractor by County by cash payment, provided that in no event shall County's Maximum Contract Amount  
17 for the applicable Fiscal Year, as shown in Subparagraph C (Reimbursement For Initial Period) or D  
18 (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

19 T. Payments Due to County/Method of Payment: Within ten days after written notification by  
20 County to Contractor of any amount due by Contractor to County, Contractor shall notify County as to which of  
21 the following six payment options Contractor requests be used as the method by which such amount shall be  
22 recovered by County. Any such amount shall be: (1) paid in one cash payment by Contractor to County,  
23 (2) offset against prior year(s) liability(ies), (3) deducted from future claims over a period not to exceed three  
24 months, (4) deducted from any amounts due from County to Contractor whether under this Agreement or  
25 otherwise, (5) paid by cash payment(s) by Contractor to County over a period not to exceed three months, or  
26 (6) a combination of any or all of the above. If Contractor does not so notify County within such ten days, or if  
27 Contractor fails to make payment of any such amount to County as required, then Director, in his sole  
28 discretion, shall determine which of the above six payment options shall be used by County for recovery of  
29 such amount from Contractor.

30 U. Interest Charges on Delinquent Payments: If Contractor, without good cause as determined  
31 in the sole judgment of Director, fails to pay County any amount due to County under this Agreement within 60  
32 days after the due date, as determined by Director, then Director, in his sole discretion and after written notice  
33 to Contractor, may assess interest charges at a rate equal to County's Pool Rate, as determined by County's  
34 Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date.  
35 Contractor shall have an opportunity to present, to Director, information bearing on the issue of whether there  
36 is a good cause justification for Contractor's failure to pay County within 60 days after the due date. The

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

4 V. Financial Solvency: Contractor shall maintain adequate provisions against the risk of  
5 insolvency.

6 W. Limitation of County's Obligation Due to Nonappropriation of Funds: Notwithstanding any  
7 other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by  
8 any provision of this Agreement during this or any of County's future fiscal years unless and until County's  
9 Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year.  
10 Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less  
11 than the amount provided for in Subparagraph C (Reimbursement For Initial Period) and Subparagraph D  
12 (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County shall reduce services  
13 under this Agreement consistent with such imposed budgetary reductions. In the event funds are not  
14 appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for  
15 which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the  
16 earliest possible date.

17 X. California Work Opportunity and Responsibility to Kids (CalWORKs):

18 (1) CalWORKs Reimbursement:

19 (a) Reimbursement at cost for existing services under this Agreement shall be  
20 considered payment in full, subject to third party liability and beneficiary share of costs, for the CalWORKs  
21 beneficiaries.

22 For each month of the term of this Agreement, Contractor shall submit to  
23 County a separate claim for CalWORKs services in the form and content specified by County. Each monthly  
24 claim shall be submitted within 30 days of Contractor's receipt of County's IS CalWORKs Service Reports for  
25 the last date CalWORKs' mental health services were provided during the particular month.

26 All monthly claims shall be subject to adjustment based upon the IS reports,  
27 EOB data, and/or Contractor's annual Cost Report which shall supersede and take precedence over all  
28 claims. No billing changes/adjustments or audits will be allowed after such time.

29 (b) Director shall have the option to deny payment for services when  
30 documentation of clinical work does not meet minimum State and County standards as set forth in the Los  
31 Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the  
32 Rehabilitation Option and Targeted Case Management Services. Director shall provide Contractor with at  
33 least 30 days written notice of his intention to deny payment, including the reason(s) for his intended actions.  
34 Thereafter, Contractor may, within 15 days, request reconsideration of the County's decision.

35 (c) Reimbursement shall only be made for CalWORKs services to the extent  
36 that funds are allocated by DPSS and the State for these services.

1 (d) Services to CalWORKs beneficiaries shall be limited to Contractor's existing  
2 services as provided in this Agreement.

3 (2) CalWORKs Suspension of Payment: Payments to Contractor may be suspended if  
4 Director, for good cause, determines that Contractor is in default under any of the provisions of this  
5 Agreement, or if funds are unavailable from the State or DPSS for payment on CalWORKs claims. Except in  
6 cases of alleged fraud or similar intentional wrongdoing, at least 30 days notice of such suspension shall be  
7 provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor  
8 may, within 15 days, request reconsideration of Director's decision to suspend payment. Suspension of  
9 payment to Contractor shall not take effect pending the results of such reconsideration process.

10 Director shall immediately notify Contractor upon receiving notification of unavailability of  
11 funds from the State or DPSS for payment on CalWORKs claims.

12 Y. AB 3632 Services Utilizing SB 90 Funds: SB 90 funds are part of the Maximum Contract  
13 Amount(s) of this Agreement and shall be paid by County to Contractor solely in County's capacity as the SB  
14 90 claim intermediary between the Contractor and the State. The CGF allocated on the Financial Summary  
15 Page for AB 3632 (SB 90) services is designated solely for AB 3632 services and no CGF in this category  
16 shall be transferred to any other category on said Financial Summary Page. County shall make all instructions  
17 issued by the State for SB 90 claiming available to Contractor.

18 Notwithstanding any other provision of this Agreement, in the event that Contractor provides AB 3632  
19 services reimbursable under the State's SB 90 mandate claim process, Contractor shall be paid by County  
20 from SB 90 funds upon receipt from the State. In the event that SB 90 funds are not available to pay SB 90  
21 claims or that State denies any or all of the SB 90 claims submitted by County on behalf of Contractor,  
22 Contractor shall indemnify and hold harmless County for any and all liability for payment of any or all of the  
23 denied SB 90 claims or for the unavailability of SB 90 funds to pay for SB 90 claims. Contractor shall be solely  
24 liable and responsible for all data and information submitted by Contractor to County in support of all claims for  
25 SB 90 funds submitted by County as the fiscal intermediary.

26 Z. General Relief Opportunities for Work (GROW) Reimbursement:

27 (1) Reimbursement at cost of existing services under this Agreement shall be  
28 considered payment in full, subject to third party liability and beneficiary share of costs, for the GROW  
29 beneficiaries.

30 (2) DMH shall have the option to deny payment for services when documentation of  
31 clinical work does not meet minimum State and County standards as set forth in the Los Angeles County DMH  
32 Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and  
33 Targeted Case Management Services.

34 (3) Reimbursement shall only be made for GROW services to the extent that funds are  
35 allocated by the Department of Public Social Services (DPSS).

36 (4) Services to GROW beneficiaries shall be limited to Contractor's existing services as



1 provided in this Agreement.

2 AA. Healthy Families:

3 (1) Healthy Families Reimbursement:

4 (a) Title XXI Healthy Families funds shall be paid to Contractor only for State  
5 approved claims for Title XXI Healthy Families services and only to the extent that 1) the Contractor has  
6 complied with Federal and State laws, regulation, manuals, guidelines, and directives, 2) eligible FFP  
7 matching funds are available under this Agreement, and only after County has received FFP payment from  
8 the State.

9 (b) Reimbursement to the Contractor for services to Serious Emotionally  
10 Disturbed (SED) HFPM will be existing rates for existing mental health services under this Agreement.

11 (2) Healthy Families Suspension of Payments: At the sole discretion of Director,  
12 payments to Contractor under this Agreement shall be suspended if Director determines that Contractor is in  
13 default under any of the provisions of this Agreement, or if the State fails to make prompt payment as  
14 determined by Director on County's claims to State.

15 BB. Supportive and Therapeutic Options Program (STOP) Funds: STOP funds may not be used  
16 as local match for any State or Federal programs. Notwithstanding any other provision of this Agreement, in  
17 the event that Contractor provides STOP services reimbursable under the State's STOP claim process,  
18 Contractor shall be paid by County from STOP funds upon receipt from the State. In the event that STOP  
19 funds are not available to pay STOP claims or that State denies any or all of the STOP claims submitted by  
20 County on behalf of Contractor, Contractor understands and agrees that County is not responsible for any  
21 substantive payment obligation and, accordingly, Contractor shall not seek any payment from County and  
22 shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied STOP  
23 claims or for the unavailability of STOP funds to pay for STOP claims.

24 CC. Contractor Requested Changes:

25 (1) If Contractor desires any change in the terms and conditions of this Agreement,  
26 Contractor shall request such change in writing prior to April 1 of the Fiscal Year for which the change would  
27 be applicable, and all changes shall be made by an amendment pursuant to Agreement Paragraph 39  
28 (ALTERATION OF TERMS).

29 (2) If Contractor requests to increase or decrease any Maximum Contract Amount, such  
30 request and all reports, data, and other information requested by DMH's Contracts Development and  
31 Administration Division, shall be received by DMH's Contracts Development and Administration Division for  
32 review prior to April 1 of the Fiscal Year in which the increase or decrease has been requested by Contractor.

33 DD. Delegated Authority: Notwithstanding any other provision of this Agreement, County's  
34 Department of Mental Health Director or his designee may, without further action by County's Board of  
35 Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement,  
36 under the following conditions:

1                   (1)     County's total payments to Contractor under this Agreement, for each Fiscal Year of  
2 the term of this Agreement, shall not exceed an increase of more than the Board-approved percentage of the  
3 applicable Maximum Contract Amount; and

4                   (2)     Any such increase shall only be used for additional services or to reflect program  
5 and/or policy changes that affect this Agreement; and

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

8                   (4)     Approval of County Counsel and the Chief Administrative Officer or his designee is  
9 obtained prior to any such amendment to this Agreement; and

10                  (5)     County and Contractor may by written amendment reduce programs or services and  
11 revise the applicable Maximum Contract Amount. The Director or his designee shall provide 15 business  
12 days prior written notice of such desired funding changes to Contractor, including any changes in the amount  
13 of services to be received by County, to Contractor, DMH Contracts Development and Administration Division,  
14 and to County's Chief Administrative Officer. Any such change in any applicable Maximum Contract Amount  
15 shall be effected by an administrative amendment to this Agreement by Director or his designee; and

16                  (6)     If the County determines from a review of Contractor's service and billing records  
17 that a significant portion of the funds provided for services under this Agreement shall be underutilized over  
18 the period of the Agreement term, then the Director or his designee shall provide 15 business days prior  
19 written notification to Contractor (as referenced in section 5 above) of County's intent to reallocate such funds  
20 into another DMH Legal Entity Agreement before the expiration of this Agreement's term. This written  
21 notification must include both an explanation of how County reached the conclusion that Contractor is  
22 underutilizing funds, and also copies of any relevant data, such as but not limited to Integrated System reports  
23 that County used in making this determination.

24                                 Within the 15 business day notice period, Contractor may request a meeting with  
25 County to review County's documentation that Contractor will be underutilizing a significant portion of its  
26 Maximum Contract Amount. Any such meeting shall be held within 30 calendar days of the initial written  
27 notification. If Contractor fails to meet with County in this period of time, Contractor is deemed to have waived  
28 its opportunity to meet with County and accepts County recommended changes to its contract amount.

29                                 If, thereafter, it is still determined that a significant portion of the Maximum Contract  
30 Amount will be underutilized, the County shall reallocate such funds, as provided above. The Director or his  
31 designee shall provide final prior written notice of such funding changes to Contractor, including any changes  
32 in the amount of services to be received by County, to Contractor, DMH Contracts Development and  
33 Administration Division, and to County's Chief Administrative Office. Any such change in any applicable  
34 Maximum Contract Amount shall be effected by an administrative amendment to this Agreement by Director  
35 or his designee. Changes that are based on one-time circumstances will be applicable to the current contract  
36 year only and shall not result in reductions (or increases) of Maximum Contract Amounts in subsequent years,

1 while changes that are based on clearly documented ongoing historical trends may result in ongoing  
2 reductions (or increases) of Maximum Contract Amounts in subsequent years.

3 (7) County's Department of Mental Health Director shall notify County's Board of  
4 Supervisors of all Agreement changes in writing within 30 days following execution of any such  
5 amendment(s).

6 5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any  
7 other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless  
8 and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for  
9 County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder  
10 or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's  
11 Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal  
12 Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as  
13 of June 30 of the last Fiscal Year for which funds were appropriated.

14 6. PRIOR AGREEMENT(S) SUPERSEDED:

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

<u>TITLE</u>	<u>COUNTY AGREEMENT NUMBER</u>	<u>DATE OF EXECUTION</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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

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

24 C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in  
25 Subparagraph 6.A, the total reimbursement by County to Contractor under all these Agreements for Fiscal  
26 Year N/A shall not exceed N/A

27 \_\_\_\_\_ DOLLARS (\$ N/A );

28 and for Fiscal Year N/A shall not exceed N/A

29 \_\_\_\_\_ DOLLARS (\$ N/A );

30 and for Fiscal Year N/A shall not exceed N/A

31 \_\_\_\_\_ DOLLARS (\$ N/A ).

32 The supersession of this Agreement is not intended to supersede ongoing programs and/or special  
33 provisions (such as, deeds, leases, rentals, or space use) which are implemented by special amendments  
34 with Contractors. Such ongoing programs and special provisions set forth in special amendments can only be  
35 affected by a written contract amendment that refers specifically to the provisions set forth in the Amendment.

36 For information on amendment(s) for special provisions for such ongoing programs and/or special

1 services, see Exhibit(s) N/A.

2 7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but  
3 not limited to, professional staff, that approximates the type and number as indicated in Contractor's  
4 Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as  
5 approved in writing by Director and as required by WIC and CCR. Such staff shall be qualified and shall  
6 possess all appropriate licenses in accordance with WIC Section 5603 and all other applicable requirements  
7 of the California Business and Professions Code, WIC, CCR, CR/DC Manual, Los Angeles County DMH  
8 Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and  
9 Targeted Case Management Services, SDMH Policy Letters, and function within the scope of practice as  
10 dictated by licensing boards/bodies. If vacancies occur in any of Contractor's staff that would reduce  
11 Contractor's ability to perform any services under the Agreement, Contractor shall promptly notify Director of  
12 such vacancies. During the term of this Agreement, Contractor shall have available and shall provide upon  
13 request to authorized representatives of County, a list of all persons by name, title, professional degree, and  
14 experience, who are providing any services under this Agreement.

15 8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training  
16 program of treatment review and case conferences in which all its professional, para-professional, intern,  
17 student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate  
18 supervision of all persons providing services under this Agreement with particular emphasis on the supervision  
19 of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical  
20 supervision policy. Contractor shall be responsible for the training of all appropriate staff on the CR/DC  
21 Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services  
22 under the Rehabilitation Option and Targeted Case Management Services, and other State and County  
23 policies and procedures as well as on any other matters that County may reasonably require.

24 9. PROGRAM SUPERVISION, MONITORING AND REVIEW:

25 A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be  
26 provided by Contractor under the general supervision of Director. Director shall have the right to monitor and  
27 specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the  
28 persons to be served. Upon receipt of a DMH Contract Monitoring Report, Contractor shall respond in writing  
29 to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the  
30 reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate  
31 correction of all deficiencies. In the event of a State audit of this Agreement, if State auditors disagree with  
32 County's written instructions to Contractor in its performance of this Agreement, and if such disagreement  
33 results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for  
34 Contractor's disallowed costs as determined by State.

35 B. To assure compliance with this Agreement and for any other reasonable purpose relating  
36 to performance of this Agreement, and subject to the provisions of State and Federal law, authorized

1 County, State, and/or Federal representatives and designees shall have the right to enter Contractor's  
2 premises (including all other places where duties under this Agreement are being performed), with or  
3 without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to  
4 otherwise evaluate the work performed or being performed; review and copy any records and supporting  
5 documentation pertaining to the performance of this Agreement; and elicit information regarding the  
6 performance of this Agreement or any related work. The representatives and designees of such agencies  
7 may examine, audit and copy such records at the site at which they are located. Contractor shall provide  
8 access to facilities and shall cooperate and assist County, State, and/or Federal representatives and  
9 designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must  
10 provide specified data upon request by County, State, and/or Federal representatives and designees within  
11 ten (10) State working days for monitoring purposes.

12 10. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all  
13 applicable Federal, State, and County policies and procedures relating to performance standards and  
14 outcome measures. This is applicable whenever specific Federal or State funding, which has policies or  
15 procedures for performance standards and/or outcome measures has been included as part of the  
16 Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by  
17 the Director of DMH for performance standards and/or outcome measures. DMH will notify Contractor  
18 whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least,  
19 where feasible, 30 days prior to implementation.

20 These Federal, State or County performance standards and/or outcome measures will be used as  
21 part of the determination of the effectiveness of the services delivered by the Contractor.

22 11. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's  
23 performance under this Agreement on not less than an annual basis. Such evaluation will include assessing  
24 Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which  
25 County determines are severe or continuing and that may place performance of the Agreement in jeopardy if  
26 not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective  
27 action measures taken by the County and Contractor. If improvement does not occur consistent with the  
28 corrective action measures, County may terminate this Agreement or impose other penalties as specified in  
29 this Agreement.

30 12. RECORDS AND AUDITS:

31 A. Records:

32 (1) Direct Services and Indirect Services Records: Contractor shall maintain a record of  
33 all direct services and indirect services rendered by all the various professional, para-professional, intern,  
34 student, volunteer and other personnel to fully document all services provided under this Agreement and in  
35 sufficient detail to permit an evaluation and audit of such services. All such records shall be retained,  
36 maintained, and made immediately available for inspection, program review, and/or audit by authorized

1 representatives and designees of County, State, and/or Federal governments during the term of this  
2 Agreement and during the applicable period of records retention. Such access shall include regular and  
3 special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor  
4 shall pay County for all travel, per diem, and other costs incurred by County for any inspection, program  
5 review, and/or audit at such other location. In addition to the requirements in this Paragraph 12, Contractor  
6 shall comply with any additional patient/client record requirements described in the Service Exhibit(s) and shall  
7 adequately document the delivery of all services described in the Service Exhibit(s).

8 (a) Patient/Client Records (Direct Services): Contractor shall maintain  
9 treatment and other records of all direct services (i.e., 24-hour services, day services, targeted case  
10 management, mental health services, medication support, and crisis intervention) in accordance with all  
11 applicable County, State and Federal requirements on each individual patient/client which shall include, but not  
12 be limited to, patient/client identification number, patient/client face sheet, all data elements required by the IS,  
13 consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary. All  
14 patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum  
15 period of seven (7) years following discharge of the patient/client or termination of services (except that the  
16 records of unemancipated minors shall be kept at least one year after such minor has reached the age of 18  
17 years and in any case not less than seven (7) years), or until County, State and/or Federal audit findings  
18 applicable to such services are fully resolved, whichever is later. During such retention period, all such  
19 records shall be immediately available and open during County's normal business hours to authorized  
20 representatives and designees of County, State, and/or Federal governments for purposes of inspection,  
21 program review, and/or audit.

22 (b) Case Management Support Services and Outreach Services Records  
23 (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services  
24 (i.e., all services other than direct services) in accordance with all applicable County, State and Federal  
25 requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a  
26 minimum period of seven years following the expiration or termination of this Agreement, or until County, State  
27 and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such  
28 retention period, all such records shall be immediately available and open during normal business hours to  
29 authorized representatives and designees of County, State, and/or Federal governments for purposes of  
30 inspection and/or audit.

31 (2) Financial Records: Contractor shall prepare and maintain, on a current basis,  
32 accurate and complete financial records of its activities and operations relating to this Agreement in  
33 accordance with generally accepted accounting principles, with the procedures set out in the Short-  
34 Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and  
35 procedures which may be provided by County to Contractor. Minimum standards for accounting principles are  
36 set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be

1 furnished to Contractor by County upon request. The above financial records shall include, but are not limited  
2 to:

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

4 (b) Reports, studies, statistical surveys or other information Contractor used to  
5 identify and allocate indirect costs among Contractor's various modes of service. "Indirect costs" shall mean  
6 those costs as described by the CR/DC Manual and all guidelines, standards, and procedures which may be  
7 provided by County to Contractor.

8 (c) Bronzan-McCorquodale/County statistics and total facility statistics (e.g.,  
9 patient days, visits) which can be identified by type of service pursuant to the CR/DC Manual and any policies  
10 and procedures which may be provided by County to Contractor.

11 (d) A listing of all County remittances received.

12 (e) Patient/client financial folders clearly documenting:

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

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

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

19 (g) Employment records.

20 (3) The entries in all of the above financial records must be readily traceable to  
21 applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by  
22 employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient  
23 ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the  
24 Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, the Federal Health Care Financing  
25 Administration's Health Insurance Manual Volume 15 (HIM 15), CR/DC Manual, and Los Angeles County  
26 DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option  
27 and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in  
28 Los Angeles County for a minimum period of seven years following the expiration or termination of the  
29 Agreement, or until County, State and/or Federal audit findings are fully resolved, whichever is later. During  
30 such retention period, all such records shall be immediately available and open during County's normal  
31 business hours to authorized representatives and designees of County, State, and/or Federal governments for  
32 purposes of inspection, program review, and/or audit. Such access shall include access to individuals with  
33 knowledge of financial records and Contractor's outside auditors, and regular and special reports from  
34 Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for  
35 all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

1 (4) Preservation of Records: If, following termination of this Agreement, Contractor's  
2 facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours  
3 thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements  
4 made by Contractor for preservation of all the patient/client, financial, and other records referred to in this  
5 Paragraph 12.

6 B. Audits

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

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

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

22 (4) State Department of Mental Health Access to Records: Contractor agrees that for a  
23 period of seven years or until final audit is completed, whichever ever occurs later, following the furnishing of  
24 services under this Agreement, Contractor shall maintain and make available to the State Department of  
25 Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller  
26 General of the United States, and any other authorized Federal and State agencies, or to any of their duly  
27 authorized representatives, the contracts, books, documents and records of Contractor which are necessary  
28 to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of  
29 the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS  
30 (\$10,000) or more over a 12-month period with a related organization (as that term is defined under Federal  
31 law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books,  
32 documents and records of the subcontractor as provided in Paragraph 9 and in this Paragraph 12.

33 (5) Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the  
34 Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a  
35 period of seven (7) years following the furnishing of services under this Agreement, Contractor shall maintain  
36 and make available to the Secretary of the United States Department of Health and Human Services or the



1 Controller General of the United States, or to any of their duly authorized representatives, the contracts,  
2 books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of  
3 services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through  
4 any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month  
5 period with a related organization (as that term is defined under Federal law), Contractor agrees that each  
6 such subcontract shall provide for such access to the subcontract, books, documents and records of the  
7 subcontractor as provided in Paragraph 9 and in this Paragraph 12.

8 **13. REPORTS:**

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

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

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

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

21 C. Integrated System (IS):

22 (1) Unless previously approved to participate in the Mental Health Management  
23 Information Systems (MHMIS) which is the Department's legacy information and billing system, Contractor  
24 shall participate in the IS, as required by Director. Contractor shall report to County, all program, patient/client,  
25 staff, and other data and information about Contractor's services, within the specified time periods as required  
26 by DMH's Integrated System Training Manuals IS Bulletins, and Reports Reference Guide and any other  
27 County requirements; in no event, no later than 40 calendar days after the close of each Fiscal Year in which  
28 the services were provided.

29 (2) Notwithstanding any other provision of this Agreement, only units of service entered  
30 by Contractor into the IS shall be counted as delivered units of service. All units of service generated during  
31 the Start-Up Period, if any, shall be entered by Contractor into the IS.

32 (3) Notwithstanding any other provision of this Agreement, the only units of service  
33 which shall be considered legitimate and reimbursable at Annual Cost Report adjustment and settlement time  
34 or otherwise shall be those units of service as entered by Contractor into the IS.

35 (4) Contractor shall train its staff in the operation, procedures, policies, and all related  
36 use, of the IS as required by County. County shall train Contractor's designated trainer in the operation,

1 procedures, policies, and all related use of the IS.

2 14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information,  
3 including, but not limited to, claims, County records, patient/client records and information, and MHMIS or IS  
4 records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County,  
5 State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to  
6 confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to  
7 acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality  
8 provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from  
9 and against any and all loss, damage, liability, and expense arising from any disclosure of such records and  
10 information by Contractor, its officers, employees, or agents.

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

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

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

25 B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor,  
26 shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or  
27 suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal  
28 Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall  
29 make the report on such abuse, and shall submit all required information, in accordance with PC Sections  
30 11166 and 11167.

31 C. Contractor Staff:

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

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

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

8           (4) Contractor shall not employ or continue to employ, or shall take other appropriate  
9 action to fully protect all persons receiving services under this Agreement concerning, any person whom  
10 Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals,  
11 welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for  
12 such person to be employed by Contractor.

13 17. NONDISCRIMINATION IN SERVICES:

14           A. Contractor shall not discriminate in the provision of services hereunder because of race,  
15 religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical  
16 conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 17,  
17 discrimination in the provision of services may include, but is not limited to, the following: denying any person  
18 any service or benefit or the availability of a facility; providing any service or benefit to any person which is  
19 different, or is provided in a different manner or at a different time, from that provided to others; subjecting any  
20 person to segregation or separate treatment in any matter related to the receipt of any service; restricting any  
21 person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or  
22 benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility,  
23 membership, or any other requirement or condition which persons must meet in order to be provided any  
24 service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this  
25 Agreement are provided services without regard to ability to pay or source of payment, race, religion, national  
26 origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical conditions.

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

35           C. If direct services (i.e., 24-hour services, day services, targeted case management, mental  
36 health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have

1 admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in  
2 writing and available to the public. Contractor shall not employ discriminatory practices in the admission of  
3 any person, assignment of accommodations, or otherwise. Any time any person applies for services under  
4 this Agreement, such person shall be advised by Contractor of the complaint procedures described in the  
5 above paragraph. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place,  
6 available and open to the public, in each of Contractor's facilities where services are provided under this  
7 Agreement.

8 18. NONDISCRIMINATION IN EMPLOYMENT:

9 A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or  
10 holding companies are and will be treated equally by it without regard to, or because of, race, color, religion,  
11 national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or  
12 mental disability, medical condition (cancer), denial of family care leave, or political affiliation, and in  
13 compliance with all applicable Federal and State anti-discrimination laws and regulations.

14 B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and  
15 that employees are treated during employment without regard to race, color, religion, national origin, ancestry,  
16 sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical  
17 condition (cancer), denial of family care leave, or political affiliation. Such action shall include, but is not limited  
18 to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or  
19 termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.  
20 Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during  
21 employment based upon race, color, religion, national origin, ancestry, sex, age, marital status, condition of  
22 physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family  
23 care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws  
24 and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for  
25 employment are free from such discrimination and harassment, and will comply with the provisions of the Fair  
26 Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations  
27 promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

28 C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because  
29 of race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability  
30 (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or  
31 political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 18 to  
32 labor organizations with which it has a collective bargaining or other agreement.

33 D. Contractor shall allow County representatives access to its employment records during  
34 regular business hours to verify compliance with the provisions of this Paragraph 18 when so requested by  
35 Director.

36 E. If County finds that any of the above provisions has been violated, the same shall constitute a

1 material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.  
2 While County reserves the right to determine independently that the anti-discrimination provisions of this  
3 Agreement have been violated, in addition, a determination by the California Fair Employment Practices  
4 Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or  
5 Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated  
6 the anti-discrimination provisions of this Agreement.

7 F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph  
8 18, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500) pursuant to  
9 California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

10 19. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair  
11 Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and  
12 agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages,  
13 penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to,  
14 the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County  
15 may be found jointly or solely liable.

16 20. INDEMNIFICATION AND INSURANCE:

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

22 B. General Insurance Requirements: Without limiting Contractor's indemnification of County  
23 and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its  
24 subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance  
25 shall be primary to and not contributing with any other insurance or self-insurance programs maintained by  
26 County, and such coverage shall be provided and maintained at Contractor's own expense.

27 1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to  
28 County shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts*  
29 *Development and Administration Division, 5<sup>th</sup> Floor, Los Angeles, CA, 90020*, prior to commencing services  
30 under this Agreement. Such certificates or other evidence shall:

31 (a) Specifically identify this Agreement.  
32 (b) Clearly evidence all coverages required in this Agreement.  
33 (c) Contain the express condition that County is to be given written notice by  
34 mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

35 (d) Include copies of the additional insured endorsement to the commercial  
36 general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and

1 employees as insureds for all activities arising from this Agreement.

2 (e) Identify any deductibles or self-insured retentions for County's approval. The  
3 County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions  
4 as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained  
5 losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations,  
6 claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to  
7 transact business in the State of California.

8 2) Insurer Financial Ratings: Insurance is to be provided by an insurance company  
9 acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

10 3) Failure to Maintain Coverage: Failure by Contractor to maintain the required  
11 insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material  
12 breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at  
13 its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may  
14 purchase such required insurance coverage, and without further notice to Contractor, County may deduct from  
15 sums due to Contractor any premium costs advanced by County for such insurance.

16 4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

17 (a) Any accident or incident relating to services performed under this Agreement  
18 which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor  
19 and/or County. Such report shall be made in writing within 24 hours of occurrence.

20 (b) Any third party claim or lawsuit filed against Contractor arising from or  
21 related to services performed by Contractor under this Agreement.

22 (c) Any injury to a Contractor employee which occurs on County property. This  
23 report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

24 (d) Any loss, disappearance, destruction, misuse, or theft of any kind  
25 whatsoever of County property, monies or securities entrusted to Contractor under the terms of this  
26 Agreement.

27 5) Compensation for County Costs: In the event that Contractor fails to comply with any  
28 of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any  
29 costs to County, Contractor shall pay full compensation for all costs incurred by County.

30 6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any  
31 and all sub-contractors performing services under this Agreement meet the insurance requirements of this  
32 Agreement by either:

33 (a) Contractor providing evidence of insurance covering the activities of sub-  
34 contractors, or

35 (b) Contractor providing evidence submitted by sub-contractors evidencing that  
36 sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of

1 evidence of sub-contractor insurance coverage at any time.

2 C. Insurance Coverage Requirements:

3 1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent)  
4 with limits of not less than the following:

5	General Aggregate:	Two Million Dollars	(\$2,000,000)
6	Products/Completed Operations Aggregate:	One Million Dollars	(\$1,000,000)
7	Personal and Advertising Injury:	One Million Dollars	(\$1,000,000)
8	Each Occurrence:	One Million Dollars	(\$1,000,000)

9 2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its  
10 equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such  
11 insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

12 3) Workers Compensation and Employers' Liability: Insurance providing workers  
13 compensation benefits, as required by the Labor Code of the State of California or by any other state, and for  
14 which Contractor is responsible. If Contractor's employees will be engaged in maritime employment,  
15 coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor  
16 Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all  
17 cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the  
18 following:

19	Each Accident:	One Million Dollars	(\$1,000,000)
20	Disease -- policy limit:	One Million Dollars	(\$1,000,000)
21	Disease -- each employee:	One Million Dollars	(\$1,000,000)

22 4) Professional Liability: Insurance covering liability arising from any error, omission,  
23 negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million  
24 Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The coverage also  
25 shall provide an extended two-year reporting period commencing upon termination or cancellation of this  
26 Agreement.

27 5) Property Coverage: Such insurance shall be endorsed naming the County of Los  
28 Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

29 Real Property and All Other Personal Property -- Special form (all-risk) coverage for  
30 the full replacement value of County-owned or leased property.

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

1 brokerage, or contingent fee.

2 **22. CONFLICT OF INTEREST:**

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

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

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

23 **24. INDEPENDENT STATUS OF CONTRACTOR:**

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

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

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



1 performed by or on behalf of Contractor pursuant to this Agreement.

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

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

13 26. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR  
14 GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should  
15 Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor  
16 shall give consideration for any such employment openings to participants in the County's Department of  
17 Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities  
18 for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The County  
19 will refer GAIN/GROW participants, by job category, to the Contractor.

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

22 27. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

35 C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties,  
36 responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through

1 assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration  
2 for any reason whatsoever without County's express prior written approval, shall be a material breach of this  
3 Agreement which may result in the termination of this Agreement. In the event of such termination, County  
4 shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by  
5 Contractor.

6 28. SUBCONTRACTING:

7 A. No performance of this Agreement, or any portion thereof, shall be subcontracted by  
8 Contractor without the prior written consent of County as provided in this Paragraph 28. Any attempt by  
9 Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior  
10 written consent of County, shall be null and void and shall constitute a material breach of this Agreement.  
11 Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this  
12 Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement,  
13 the parties do not in any way intend that any person or entity shall acquire any rights as a third party  
14 beneficiary of this Agreement.

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

18 (1) The reasons for the particular subcontract.  
19 (2) A detailed description of the services to be provided by the subcontract.  
20 (3) Identification of the proposed subcontractor and an explanation of why and how the  
21 proposed subcontractor was selected, including the degree of competition involved.

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

24 (5) A copy of the proposed subcontract which shall contain the following provision:  
25 "This contract is a subcontract under the terms of the prime contract with the County of Los  
26 Angeles and shall be subject to all of the provisions of such prime contract."

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

29 "The contracting parties shall be subject to the examination and audit of the Auditor General  
30 for a period of three (3) years after final payment under contract (Government Code, Section  
31 8546.7)."

32 The Contractor will also be subject to the examination and audit of the State Auditor  
33 General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

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

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

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

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

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

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

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

29 I. In the event that County consents to any subcontracting, such consent shall apply to each  
30 particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 28 or a blanket  
31 consent to any further subcontracting.

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

1 K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration  
2 Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 28,  
3 on or immediately after the effective date of the subcontract but in no event later than the date any services  
4 are performed under the subcontract.

5 L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain  
6 on file an executed Subcontractor Employee Acknowledgment of Employer, in the form as contained in  
7 Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing  
8 services under the subcontract. Such Acknowledgments shall be delivered to the Chief of DMH's Contracts  
9 Development and Administration Division on or immediately after the commencement date of the particular  
10 subcontract but in no event later than the date such employee first performs any services under the  
11 subcontract.

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

14 N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph  
15 28, including, but not limited to, consenting to any subcontracting.

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

22 30. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

1    32.    LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

2           A.       Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses,  
3 permits, registrations, accreditations, and certificates (including, but not limited to, certification as a  
4 Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required  
5 by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which  
6 are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure  
7 that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in  
8 effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates  
9 which are applicable to their performance hereunder. A copy of each such license, permit, registration,  
10 accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if  
11 Title XIX Short-Doyle/Medi-Cal services are provided hereunder) as required by all applicable Federal, State,  
12 and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in  
13 duplicate, to DMH's Contracts Development and Administration Division.

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

17    33.    CHILD SUPPORT COMPLIANCE PROGRAM:

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

23                 As required by County's Child Support Compliance Program (County Code Chapter 2.200)  
24 and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law,  
25 Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in  
26 compliance with employment and wage reporting requirements as required by the Federal Social Security Act  
27 (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5,  
28 and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services  
29 Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to  
30 Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

31          B.       Termination for Breach of Warranty to Maintain Compliance with County's Child Support  
32 Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in  
33 Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall  
34 constitute default under this Agreement. Without limiting the rights and remedies available to County under  
35 any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of  
36 written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 35

1 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter  
2 2.202.

3 34. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

14 B. The rights and remedies of County provided in this Paragraph 34 shall not be exclusive and  
15 are in addition to any other rights and remedies provided by law or under this Agreement.

16 35. TERMINATION FOR DEFAULT:

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

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

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

27 B. In the event that County terminates this Agreement as provided in Subparagraph A, County  
28 may procure, upon such terms and in such manner as County may deem appropriate, services similar to  
29 those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by  
30 County, as determined by County, for such similar services.

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

33 36. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor,  
34 immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration,  
35 in any form, was offered or given by Contractor, either directly or through an intermediary, to any County  
36 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with

1 respect to the award, amendment or extension of the Agreement or the making of any determinations with  
2 respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County  
3 shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by  
4 the Contractor.

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

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

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

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

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

21 40. ENTIRE AGREEMENT: The body of this Agreement, all attachments, Financial Summary(ies), Fiscal  
22 Years 2006-2007 & 2007-2008 Service Delivery Site Exhibit, and  
23 Service Exhibit(s) 501-A, 802A  
24 attached hereto and incorporated herein by reference, and Contractor's Negotiation Package for this  
25 Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by  
26 Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete  
27 and exclusive statement of understanding between the parties which supersedes all previous agreements,  
28 written or oral, and all other communications between the parties relating to the subject matter of this  
29 Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word,  
30 responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between  
31 the body of this Agreement and the other referenced documents, or between such other documents, such  
32 conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and its  
33 definitions and then to such other documents according to the following priority:

- 34 A. Financial Summary(ies)
- 35 B. Service Delivery Site Exhibit
- 36 C. Service Exhibit(s)

1 D. Contractor's Negotiation Package.

2 41. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a  
3 waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time,  
4 any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth  
5 in this Paragraph 41 shall not be exclusive and are in addition to any other rights and remedies provided by  
6 law or under this Agreement.

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

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

21 44. PURCHASES:

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

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



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

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

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

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

35 46. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's  
36 services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements

1 prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any  
2 implementing regulations, and shall ensure that each of its subcontractors receiving funds under this  
3 Agreement also fully complies with all such certification and disclosure requirements.

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

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

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

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

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

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

35 A. A responsible Contractor is a Contractor who has demonstrated the attribute of  
36 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is

1 the County's policy to conduct business only with responsible contractors.

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

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

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

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

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

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

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

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

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

16 53. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:  
17 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing  
18 services under any health care program funded by the Federal government, directly or indirectly, in whole or in  
19 part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would  
20 require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health  
21 care program; and (2) any exclusionary action taken by any agency of the Federal government against  
22 Contractor or one or more staff members barring it or the staff members from participation in a Federally  
23 funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

30 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial  
31 misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to  
32 documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor  
33 related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or  
34 its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default  
35 on a student loan given in connection with education in a health profession; (8) charging excessive amounts to  
36 a Federally funded health care program or furnishing services of poor quality or which are substantially in

1 excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons  
2 controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be  
3 excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

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

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

10 54. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

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

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

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

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

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

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

4 (b) County has added to the DMH Provider Manual an Electronic Data  
5 Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the  
6 method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and  
7 requirements for these transactions.

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

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

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

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

22 55. COMPLIANCE WITH JURY SERVICE PROGRAM:

23 A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance  
24 entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through  
25 2.203.090 of the Los Angeles County Code.

26 B. Written Employee Jury Service Policy:

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

34 (2) For purposes of this Section, "Contractor" means a person, partnership, corporation  
35 or other entity which has an Agreement with the County or a subcontract with a County Contractor and has  
36 received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more

1 County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee  
2 of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the  
3 lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-  
4 standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-  
5 term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes  
6 of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under  
7 the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this  
8 Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall  
9 be attached to the Agreement.

10 (3) If Contractor is not required to comply with the Jury Service Program when the Agreement  
11 commences, Contractor shall have a continuing obligation to review the applicability of its "exception status"  
12 from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either  
13 comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an  
14 exception to the Program. In either event, Contractor shall immediately implement a written policy consistent  
15 with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole  
16 discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain  
17 outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for  
18 an exception to the Program.

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

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

27 The fact sheet is set forth in Attachment VII of this Agreement and is also available on the Internet at  
28 [www.babysafela.org](http://www.babysafela.org) for printing purposes.

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

1 58. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM:

2 (LANGUAGE APPLIES ONLY TO PROP A LIVING WAGE CONTRACTS)

3 A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance  
4 entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County  
5 Code, a copy of which is attached as *Exhibit K* and incorporated by reference into and made a part of this  
6 Contract.

7 B. Payment of Living Wage Rates:

8 (1) Unless the Contractor has demonstrated to the County's satisfaction either that the  
9 Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that  
10 the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code),  
11 the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth  
12 immediately below, for the Employees' services provided to the County under the Contract:

13 i. Not less than \$9.46 per hour if, in addition to the per-hour wage, the  
14 Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its  
15 Employees and any dependents; or

16 ii. Not less than \$8.32 per hour if, in addition to the per-hour wage, the  
17 Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its  
18 Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards  
19 the provision of bona fide health care benefits if the benefits are provided through the County Department of  
20 Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less  
21 than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to  
22 pay its Employees the higher hourly living wage rate.

23 (2) For purposes of this Sub-paragraph, "Contractor" includes any subcontractor  
24 engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any  
25 subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the  
26 provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such  
27 subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee"  
28 means any individual who is an employee of the Contractor under the laws of California, and who is providing  
29 full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-  
30 time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a  
31 recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked  
32 per week will not, in any event, be considered full-time.

33 (3) If the Contractor is required to pay a living wage when the Contract commences, the  
34 Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

35 (4) If the Contractor is not required to pay a living wage when the Contract commences,  
36 the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the



1 living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either  
2 comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an  
3 exception to the Living Wage Program. In either event, the Contractor shall immediately be required to  
4 commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the  
5 Contract, including any option period. The County may also require, at any time during the Contract and at its  
6 sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either  
7 continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor  
8 continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this  
9 requirement within the time frame permitted by the County, the Contractor shall immediately be required to  
10 pay the living wage for the remaining term of the Contract, including any option period.

11 C. Contractor's Submittal of Certified Monitoring Reports: The Contractor shall submit to the  
12 County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports  
13 shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall  
14 also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for  
15 health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name  
16 and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of  
17 the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be  
18 submitted on forms provided by the County (*Exhibit L and Exhibit M*), or other form approved by the County  
19 which contains the above information. The County reserves the right to request any additional information it  
20 may deem necessary. If the County requests additional information, the Contractor shall promptly provide  
21 such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the  
22 information contained in each certified monitoring report is true and accurate.

23 D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During  
24 the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint,  
25 investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited  
26 to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing  
27 wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment  
28 discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the  
29 Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim  
30 arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or  
31 claim arising out of any of the Contractor's operations in California.

32 E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written  
33 notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining  
34 to the Contract, including all documents and information relating to the certified monitoring reports. The  
35 Contractor is required to maintain all such records in California until the expiration of four years from the date  
36 of final payment under the Contract. Authorized agents of the County shall have access to all such records

1 during normal business hours for the entire period that records are to be maintained.

2 F. Notifications to Employees: The Contractor shall place County-provided living wage posters  
3 at each of the Contractor's places of business and locations where Contractor's Employees are working. The  
4 Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The  
5 Contractor shall translate into Spanish and any other language spoken by a significant number of Employees  
6 the posters and handouts.

7 G. Enforcement and Remedies: If the Contractor fails to comply with the requirements of this  
8 Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to  
9 any rights and remedies provided by law or equity.

10 (1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If the  
11 Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted  
12 does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency  
13 shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole  
14 discretion, exercise any or all of the following rights/remedies:

15 (a) Withholding of Payment: If the Contractor fails to submit accurate,  
16 complete, timely and properly certified monitoring reports, the County may withhold from payment to the  
17 Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the  
18 concerns of the County, which may include required submittal of revised certified monitoring reports or  
19 additional supporting documentation.

20 (b) Liquidated Damages: It is mutually understood and agreed that the  
21 Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result  
22 in damages being sustained by the County. It is also understood and agreed that the nature and amount of  
23 the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are  
24 the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the  
25 liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the  
26 event that a certified monitoring report is deficient, including but not limited to being late, inaccurate,  
27 incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor  
28 liquidated damages in the amount of \$100 per monitoring report for each day until the County has been  
29 provided with a properly prepared, complete and certified monitoring report. The County may deduct any  
30 assessed liquidated damages from any payments otherwise due the Contractor.

31 (c) Termination: The Contractor's continued failure to submit accurate,  
32 complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In  
33 the event of such material breach, the County may, in its sole discretion, terminate the Contract.

34 (2) Remedies for Payment of Less Than the Required Living Wage: If the Contractor  
35 fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a  
36 breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or

1 all of the following rights/remedies:

2 (a) Withholding Payment: If the Contractor fails to pay one or more of its  
3 Employees at least the applicable hourly living wage rate, the County may withhold from any payment  
4 otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was  
5 required to pay its Employees for a given pay period and the amount actually paid to the employees for that  
6 pay period. The County may withhold said amount until the Contractor has satisfied the County that any  
7 underpayment has been cured, which may include required submittal of revised certified monitoring reports or  
8 additional supporting documentation.

9 (b) Liquidated Damages: It is mutually understood and agreed that the  
10 Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in  
11 damages being sustained by the County. It is also understood and agreed that the nature and amount of the  
12 damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the  
13 nearest and most exact measure of damages for such breach that can be fixed at this time; and that the  
14 liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is  
15 agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50  
16 per Employee per day for each and every instance of an underpayment to an Employee. The County may  
17 deduct any assessed liquidated damages from any payments otherwise due the Contractor.

18 (c) Termination: The Contractor's continued failure to pay any of its Employees  
19 the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such  
20 material breach, the County may, in its sole discretion, terminate the Contract.

21 (3) Debarment: In the event the Contractor breaches a requirement of this Sub-  
22 paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts  
23 for a period of time consistent with the seriousness of the breach, not to exceed three years.

24 H. Use of Full-Time Employees: The Contractor shall assign and use full-time Employees of the  
25 Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of  
26 the County that it is necessary to use non-full-time Employees based on staffing efficiency or County  
27 requirements for the work to be performed under the Contract. It is understood and agreed that the  
28 Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the  
29 Contract unless and until the County has provided written authorization for the use of same. The Contractor  
30 submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee  
31 staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

32 I. Contractor Retaliation Prohibited: The Contractor and/or its Employees shall not take any  
33 adverse action which would result in the loss of any benefit of employment, any contract benefit, or any  
34 statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program  
35 to the County or to any other public or private agency, entity or person. A violation of the provisions of this  
36 Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the

1 County may, in its sole discretion, terminate the Contract.

2 J. Contractor Standards: During the term of the Contract, the Contractor shall maintain  
3 business stability, integrity in employee relations and the financial ability to pay a living wage to its employees.  
4 If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the  
5 Contractor is complying with this requirement.

6 K. Employee Retention Rights:

7 *(Note: This Sub-paragraph applies only if the contract involves the provision of services that*  
8 *were previously provided by a Contractor under a predecessor Proposition A contract or a predecessor*  
9 *cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.)*

10 (1) Contractor shall offer employment to all retention employees who are qualified for  
11 such jobs. A "retention employee" is an individual:

12 (a) Who is not an exempt employee under the minimum wage and maximum  
13 hour exemptions defined in the federal Fair Labor Standards Act; and

14 (b) Who has been employed by a Contractor under a predecessor Proposition A  
15 contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of  
16 this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

17 (c) Who is or will be terminated from his or her employment as a result of the  
18 County entering into this new contract.

19 (2) Contractor is not required to hire a retention employee who:

20 (a) Has been convicted of a crime related to the job or his or her performance;  
21 or

22 (b) Fails to meet any other County requirement for employees of a Contractor.

23 (3) Contractor shall not terminate a retention employee for the first 90 days of  
24 employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on  
25 the same terms and conditions as Contractor's other employees.

26 L. Neutrality in Labor Relations: The Contractor shall not use any consideration received under  
27 the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the  
28 Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of  
29 good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide  
30 collective bargaining Contract, or which would otherwise be permitted under the provisions of the National  
31 Labor Relations Act.

32 59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
33 EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby  
34 acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are  
35 suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or  
36 excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that

1 neither it nor any of its owners, officers, partners, directors or other principals is currently suspended,  
2 debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this  
3 Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner,  
4 officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or  
5 excluded from securing federally funded contracts. Contractor shall immediately notify County in writing,  
6 during the term of this Agreement, should it or any of its subcontractors or any principals of either be  
7 suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to  
8 comply with this provision shall constitute a material breach of this Agreement upon which the County may  
9 immediately terminate or suspend this Agreement.

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

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

24 For the County, please use the following contact information:

25 County of Los Angeles - Department of Mental Health

26 Contracts Development and Administration Division

27 550 South Vermont Ave., 5th Floor

28 Los Angeles, CA 90020

29 Attention: Chief of Contracts

30 For the Contractor, please use the following contact information:

31 United States Veterans Initiative

32 733 S. Hindry Avenue

33 Inglewood, CA 90301-3005

34 Attn: Mr. Dwight Radcliff

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

5  
6  
7  
8 COUNTY OF LOS ANGELES

9  
10  
11 By \_\_\_\_\_  
12 MARVIN J. SOUTHARD, D.S.W.  
13 Director of Mental Health

14  
15  
16  
17  
18  
19 United States Veterans Initiative  
20 CONTRACTOR

21  
22 By \_\_\_\_\_  
23  
24 Name Dwight Radcliff  
25  
26 Title Chief Operating Officer  
27 (AFFIX CORPORATE SEAL HERE)  
28  
29  
30

31  
32 APPROVED AS TO FORM  
33 OFFICE OF THE COUNTY COUNSEL  
34  
35  
36 APPROVED AS TO CONTRACT  
37 ADMINISTRATION:  
38  
39 DEPARTMENT OF MENTAL HEALTH  
40

41  
42 By \_\_\_\_\_  
43 Chief, Contracts Development  
44 and Administration Division  
45  
46  
47  
48  
49

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

DMH Legal Entity Agreement  
 Attachment II  
 The Financial Summary -  
 Amendment No.

LINE #	COLUMNS DESCRIPTION	Sum of 2 + 3 + 4 + 5 + 6 = 1				
		1 MAXIMUM CONTRACT ALLOCATION TOTALS	2 LOCAL MHP NON MEDI-CAL	3 DCFS STOP SGF 70% County Local 30%	4 MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	5 EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%
1	<b>A. Contractual Limitation By Responsible Financial Party:</b>			Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categoricaly Restricted Local Funds** (see footnote)	
2	CGF*	-	-	-	-	-
3	CGF - Psychiatric Emergency Services (PES)	-	-	-	-	-
4	SAMHSA, CFDA #93.958	-	-	-	-	-
5	SAMHSA - Child Mental Health Initiative, CFDA #93.104	-	-	-	-	-
6	SAMHSA - Targeted Capacity Expansion, CFDA #93.243	-	-	-	-	-
7	PATH, CFDA #93.150	-	-	-	-	-
8	CalWORKs - Flex Fund	-	-	-	-	-
9	CalWORKs - Mental Health Services (MHS)	-	-	-	-	-
10	CalWORKs - Community Outreach Services (COS)	-	-	-	-	-
11	CalWORKs - Families Project - Client Support Services	-	-	-	-	-
12	CalWORKs - Families Project - MHS & Targeted Case Management	-	-	-	-	-
13	CalWORKs - Families Project - COS	-	-	-	-	-
14	DPSS - GROW	-	-	-	-	-
15	DCFS AB 2994	-	-	-	-	-
16	DCFS Family Preservation	-	-	-	-	-
17	DCFS Star View Life Support PHF	-	-	-	-	-
18	DCFS Independent Living	-	-	-	-	-
19	DCFS STOP (70%)	-	-	-	-	-
20	DCFS Medical Hubs	-	-	-	-	-
21	DCFS Basic MH Services Enhanced Specialized Foster Care	-	-	-	-	-
22	DCFS Intensive In-Home Enhanced Specialized Foster Care	-	-	-	-	-
23	Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-	-	-	-	-
24	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-	-	-	-	-
25	AB 34/AB 2034	-	-	-	-	-
26	ADPA AB 34/AB 2034 Housing	-	-	-	-	-
27	DHS-OAPP HIV/AIDS	-	-	-	-	-
28	DHS Dual Diagnosis	-	-	-	-	-
29	DHS Social Model Recovery	-	-	-	-	-
30	DHS LAMP	-	-	-	-	-
31	HIV/AIDS	-	-	-	-	-
32	IDEA (AB 3632 - SEP), CFDA #84.027	-	-	-	-	-
33	SB 90 (AB 3632 - SEP)	-	-	-	-	-
34	AB3632 - SEP (SB 1807)	-	-	-	-	-
35	Mental Health Services Act (MHSA)	-	-	-	-	-
36	Mental Health Services Act (MHSA) - Plan I:	-	-	-	-	-
37	A. Child	-	-	-	-	-
38	One Time Cost	-	-	-	-	-
39	Client Supportive Services (Flex Funds)	-	-	-	-	-
40	Mental Health Services	-	-	-	-	-
41	B. TAY	-	-	-	-	-
42	One Time Cost	-	-	-	-	-
43	Client Supportive Services (Flex Funds)	-	-	-	-	-
44	Mental Health Services	-	-	-	-	-
45	C. Adult	-	-	-	-	-
46	One Time Cost	-	-	-	-	-
47	Client Flex Funds Supportive Services (Flex Funds)	-	-	-	-	-
48	Mental Health Services	-	-	-	-	-

Contractor Name:  
 Legal Entity Number:  
 Agreement Period:  
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DMH Legal Entity Agreement  
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			Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
49	D. Older Adult					
50	One Time Cost					
51	Client Supportive Services (Flex Funds)					
52	Mental Health Services					
53	Mental Health Services Act (MHSA) - Plan II					
54	Mental Health Services Act (MHSA) - Plan III					
55	Mental Health Services Act (MHSA) - AB 2034 Services					
56	Medi-Cal, Healthy Families, or MAA FFP					
57	SGF - EPSDT					
58	<b>Maximum Contract Amount (A)</b>	\$ -				
59	<b>B. Third Party:</b>					
60	Medicare					
61	Patient Fees					
62	Insurance					
63	Other					
64	<b>Total Third Party (B)</b>					
65	<b>GROSS PROGRAM BUDGET (A+B)</b>	\$ -				

**Footnote**

\* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.

\*\* These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claims Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.

Revision as of January 23, 2007



Contractor Name:  
 Legal Entity No.:  
 Agreement Period:  
 Fiscal Year:

DMH Legal Entity Agreement  
 The Rate Summary  
 Amendment No.

MENTAL HEALTH SERVICES	Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
<b>24 HOUR SERVICES</b>					
Hospital Inpatient	05	10 - 18			
Hospital Administrative Day	05	19			
Psychiatric Health Facility (PHF)	05	20 - 29			
SNF Intensive	05	30 - 34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35		
	Beds 60 & over	05	35		
Patch for IMD	05	36 - 39			
Mentally Ill Offenders	Regular	05	36 - 39		
	Indigent	05	36 - 39		
IMD - Like	05	36 - 39			
IMD (w/Patch) Sub-Acute (60 days)	05	38			
Adult Crisis Residential	05	40 - 49			
Residential Other	05	60 - 64			
Adult Residential	05	65 - 79			
Semi - Supervised Living	05	80 - 84			
Independent Living	05	85 - 89			
MH Rehab Centers	05	90 - 94			
<b>5 DAY SERVICES</b>					
Vocational Services	10	30 - 39			
Socialization	10	40 - 49			
SNF Augmentation	10	60 - 69			
Day Treatment Intensive: Half Day	10	81 - 84			
Day Treatment Intensive: Full Day	10	85 - 89			
Day Rehabilitative: Half Day	10	91 - 94			
Day Rehabilitative: Full Day	10	95 - 99			
<b>15 DAY SERVICES</b>					
Targeted Case Management Services (TCMS), formerly Case Management Brokerage	15	01 - 09			
Mental Health Services	15	10 - 19/ 30 - 59			
Therapeutic Behavioral Services (TBS)	15	58			
Medication Support	15	60 - 69			
Crisis Intervention	15	70 - 79			
Mental Health Promotion	45	10 - 19			
Community Client Services	45	20 - 29			
<b>SUPPORT SERVICES</b>					
Life Support/Board & Care	60	40 - 49			
Case Management Support	60	60 - 69			
Client Supportive Services (Cost Reimbursement)	60	64 70 - 79			
<b>Medical Assistance (MIA)</b>					
MAA	55	01 - 35			

## DMH Agreement Summary

LEGAL ENTITY NAME: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Legal Entity No.: \_\_\_\_\_

Term of Agreement: \_\_\_\_\_

Contract Expiration: \_\_\_\_\_

Board Adopted Date: \_\_\_\_\_

### LIST OF FUNDING SOURCES

(Please check all applicable funding for Amendment only.)

1	CGF		27	DHS Dual Diagnosis	
2	CGF - Psychiatric Emergency Services (PES)		28	DHS Social Model Recovery	
3	SAMHSA, CFDA #93.958		29	DHS LAMP	
4	SAMHSA – Child Mental Health Initiative, CFDA #93.104		30	HIV AIDS	
5	SAMHSA – Targeted Capacity Expansion, CFDS #93.243		31	IDEA (AB 3632 – SEP)	
6	PATH, CFDA #93.150		32	SB 90 (AB 3632 – SEP)	
7	CaWORKs – Flex Fund		33	AB3632 – SEP (SB 1807)	
8	CaWORKs – Mental Health Services (MHS)		34	Mental Health Services Act (MHSA)	
9	CaWORKs – Community Outreach Services (COS)		35	MHSA – Plan I - Child – One Time Cost	
10	CaWORKs – Families Project – Client Support Services		36	MHSA – Plan I - Child – Client Supportive Services (Flex Funds)	
11	CaWORKs – Families Project – MHS & Targeted Case Management		37	MHSA – Plan I - Child – Mental Health Services	
12	CaWORKs – Families Project - COS		38	MHSA – Plan I - TAY – One Time Cost	
13	DPSS – GROW		39	MHSA – Plan I - TAY – Client Supportive Services (Flex Funds)	
14	DCFS AB 2994		40	MHSA – Plan I - TAY – Mental Health Services	
15	DCFS Family Preservation		41	MHSA – Plan I - Adult – One Time Cost	
16	DCFS Star View Life Support PHF		42	MHSA – Plan I - Adult – Client Flex Funds Supportive Services (Flex Funds)	
17	DCFS Independent Living		43	MHSA – Plan I - Adult – Mental Health Services	
18	DCFS STOP (70%)		44	MHSA – Plan I - Older Adult – One Time Cost	
19	DCFS Medical Hubs		45	MHSA – Plan I - Older Adult - Client Supportive Services (Flex Funds)	
20	DCFS Basic MH Services Enhanced Specialized Foster Care		46	MHSA – Plan I - Older Adult - Mental Health Services	
21	DCFS Intensive In-Home Enhanced Specialized Foster Care		47	Mental Health Service Act (MHSA) – Plan II	
22	Schiff-Cardenas – M.H. Screening, Assessment, and Treatment (MHSAT)		48	Mental Health Service Act (MHSA) – Plan III	
23	Schiff-Cardenas – Multi-Systemic Therapy Program (MST)		49	Mental Health Services Act (MHSA) – AB 2034 Services	
24	AB 34/AB 2034		50	Medi-Cal, Healthy Families, or MAA FFP	
25	ADPA AB 34/AB 2034 Housing		51	SGF - EPSDT	
26	DHS-OAPP HIV/AIDS				

**FUNDING SOURCES OF NEW AGREEMENT:**  
See Financial Summary(ies) for details of MCA.

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

FY	FY	FY
\$	\$	\$

Headquarters' (HQ) Address: \_\_\_\_\_

HQ's Sup. District: \_\_\_\_\_

Service Area(s): \_\_\_\_\_

Deputy Director: \_\_\_\_\_

Lead Manager: \_\_\_\_\_

CONTRACT NO. MH120112

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this    day of           , 200  , by and between the COUNTY OF LOS ANGELES (hereafter "County") and New Directions, Inc. (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 27, 2006, identified as County Agreement No. MH120112, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years 2006-2007 and 2007-2008, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Years 2006-2007 and 2007-2008, County and Contractor intend to add Substance Abuse and Mental Health Services Administration (SAMHSA) funds in the amount of \$54,495 to the Maximum Contract Amount (MCA) for the provision of outreach, care coordination, case management and access to residential services for veterans served with a serious mental illness; and

WHEREAS, for Fiscal Years 2006-2007 and 2007-2008, the respective MCA will be increased by \$54,495 with a revised MCA of \$228,763 for each fiscal year.

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

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph C (Reimbursement For Initial Period) and Subparagraph D. (Reimbursement If Agreement Is Automatically Renewed) shall be deleted in their entirety and the following substituted therefore:

"C. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed TWO HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-THREE DOLLARS (\$228,763) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate Service Function Code (SFC) units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 61 (NOTICES).

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) shall not exceed TWO HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-THREE DOLLARS (\$228,763) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 61 (NOTICES)."

2. Financial Summary - \_\_\_ for Fiscal Year 2006-2007 shall be deleted in its entirety and replaced with Financial Summary - \_\_\_ for Fiscal Year 2006-2007, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - \_\_\_ for Fiscal Year 2006-2007 shall be deemed amended to state "Financial Summary - \_\_\_ for Fiscal Year 2006-2007."
3. Financial Summary - \_\_\_ for Fiscal Year 2007-2008 shall be deleted in its entirety and replaced with Financial Summary - \_\_\_ for Fiscal Year 2007-2008, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - \_\_\_ for Fiscal Year 2007-2008 shall be deemed amended to state "Financial Summary - \_\_\_ for Fiscal Year 2007-2008."

4. The Service Delivery Site Exhibit-2, Attachment III, attached hereto and incorporated herein by reference, shall supersede and replace the previously effective Service Delivery Site Exhibit, Attachment III, to the Agreement.
5. Service Exhibit-2, Attachment IV, attached hereto and incorporated herein by reference, shall supersede and replace the previously effective Service Exhibits' listing, Attachment IV, to the Agreement.
6. A Service Exhibit for \_\_\_\_\_ shall be added to the Agreement.
7. Contractor shall provide services in accordance with the Contractor's Fiscal Year 2005-2006 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
8. 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 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

New Directions, Inc.  
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

**SERVICE EXHIBIT \_\_\_\_\_****CLIENT SUPPORTIVE SERVICES****I. OVERVIEW**

The inception in 1991 of Realignment and the Rehabilitation Option in California public mental health services enabled counties to expand mental health services into non-traditional areas and move the locus of service provision from clinics into the community. Counties can now treat clients in a holistic way, taking into consideration all of their needs. In order to support and maintain clients' highest level of functioning, mental health services addressing the areas of housing, personal, vocational, and program/socialization needs must be provided, in addition to more traditional therapeutic services.

With the inception in 2000 of the AB 2034 Program, with its focus on individuals who are homeless, recently released from jail or prison, or who are untreated, unstable, and at risk of incarceration or homelessness, the State mandated that counties provide services in all of the above areas. In response to this mandate, counties designed and implemented contracts, policies, procedures and payment processes that supported the provision of these services.

The Department of Mental Health (DMH) provides services to many mentally ill individuals in need of assistance with housing, personal, vocational and program/socialization needs in addition to therapeutic interventions. Many DMH clients receive services from mental health programs other than the AB 2034 Program. DMH has developed this service exhibit to facilitate making these services available to any clients of its agencies and programs, wherever needed.

**II. PROGRAM ELEMENTS AND SERVICES****A. Housing Expenses**

Key goals of mental health services include assisting clients in achieving stability and living in the least restrictive setting possible. Stable, affordable housing is of critical importance to achieving these goals. Funding for housing expenses may be utilized to augment existing housing resources for clients, who may be linked to a broad array of housing, ranging from temporary/emergent housing to permanent housing. Clients may receive assistance with housing expenses, including, but not limited to, rental and utility deposits, ongoing assistance with utility expenses, furniture, appliances, housewares, moving expenses, repair of housing damages caused by the client, and expenses related to prevention of eviction.

Upon pre-approval by the Director of Mental Health, the services of housing specialists and capital development projects may be included. All fixed assets or real estate acquisitions purchased within the parameters of this exhibit require the Director's prior approval.



**B. Personal/Community Integration Expenses**

Funding may be provided to assist clients in achieving their treatment goals and in supporting their integration into the larger community. Items may include, but are not limited to, food, clothing, school supplies, tuition, transportation, hygiene and personal items, medical and dental care, prescriptions, laboratory tests, dental work and eyeglasses.

**C. Vocational Expenses**

Funding may be provided to maximize clients' ability to achieve their vocational goals. To prepare and support clients in obtaining employment, these funds can be allocated for, but are not limited to, educational/vocational supplies and training, job searches, job development, job placement, job coaching, work experience and the services of vocational specialists.

**Staff time and services in the above areas (Subsections A-C) are reimbursable for those activities which are not Medi-Cal reimbursable services.**

**D. Consumer Employee Expenses**

Funding may be provided to compensate clients engaged in work related activities. These funds can be allocated for, but are not limited to, the payment of salaries and employment benefits of consumers hired as life coaches and/or consumer/peer advocates that work as part of the program's treatment team as part-time or full time employees performing specific job duties as approved by DMH.

**III. PERSONS TO BE SERVED**

DMH contractors serve clients of all ages, races, cultures and conditions who are severely and persistently mentally ill. Persons to be served by this program include individuals with insufficient funds to provide the materials and resources necessary to achieve their treatment goals.

**IV. REIMBURSEMENT**

The procedures for reimbursement for Client Supportive Services expenditures are provided in Attachment A.

**CLIENT SUPPORTIVE SERVICES  
REIMBURSEMENT PROCEDURES**

The following procedures will be used for reimbursement of Client Supportive Services expenditures:

**1. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT THROUGH CLIENT SUPPORTIVE SERVICES:****A. Housing**

Expenditures to augment existing housing resources for clients who may be linked to a broad array of housing, ranging from temporary/emergent housing to permanent housing, may be reimbursed. Clients may receive assistance with housing expenses, including, but not limited to, rental and utility deposits, ongoing assistance with utility expenses, furniture, appliances, housewares, moving expenses, repair of housing damages caused by the client, housing outreach and searches, assisting clients in obtaining letters of reference, preparing for housing interviews, and expenses related to prevention of eviction.

Upon pre-approval by the Director of Mental Health, the services of housing specialists and capital development projects may be included. All fixed assets or real estate acquisitions purchased within the parameters of this exhibit require the Director's prior approval.

**B. Personal/Community Integration**

Expenditures to assist clients in achieving their treatment goals and to support their integration into the community may be reimbursed. Personal/community integration items for clients may include, but are not limited to, food, clothing, transportation, school supplies, tuition, hygiene and personal items, medical and dental care, prescriptions, laboratory tests, dental work and eyeglasses.

**C. Vocational**

Expenditures to maximize clients' ability to achieve their vocational goals may be reimbursed. To prepare and support clients in obtaining employment, these funds can be allocated for, but are not limited to, educational/vocational supplies and training, job searches, job development, job placement, job coaching, work experience and the services of vocational specialists.

Staff time and services in the above areas (Subsections A-C) are reimbursable for those activities which are not Medi-Cal reimbursable services.

**D. Consumer Employee**

Expenditures to compensate clients engaged in work related activities functioning as part of the program's treatment team. These funds can be allocated for, but are not limited to, the payment of salaries and employment benefits of consumers hired as life coaches and consumer/peer advocates that work as part of the program's treatment team as part-time or full time employees performing specific job duties as approved by DMH.

2. **REIMBURSEMENT GUIDELINES:**

The funds allocated for Client Supportive Services shall be used only when there are no other funds available. If the client is a current Supplemental Security Income (SSI) recipient, Client Supportive Services' funds shall be utilized only after it has been clearly established that there are no SSI funds available for housing, personal/community integration, vocational, and other expenditures.

3. **DOCUMENTATION REQUIREMENTS FOR REIMBURSEMENT:**

The following supportive documentation shall be maintained on file with the Contract Provider 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), identifying individual clients and/or bulk purchases;
- b) Copies of original rental agreements, including the "Return of Security and Rental Deposit Agreement", signed by the client and the property owner or authorized agent, when a client receives or secures an apartment or a house;
- c) Copies of signed checks issued; and
- d) Copies of staff time records identifying time spent on providing eligible housing, vocational, and socialization services that are not being captured through mental health units of service billings.

Each Contract Provider shall, on the last day of each month, complete the Client Supportive Services invoice indicating the categories of expenses (housing, personal/community integration or vocational), and the amount spent, including staff salaries expended. All claims are to be submitted by Contractor to DMH within sixty (60) days from the month of the expenditure occurrence.

The Client Supportive Services Expense Claim form(s) (Attachment B) shall be submitted to:

County of Los Angeles - Department of Mental Health  
550 S. Vermont Avenue, 12th Floor  
Los Angeles, CA 90020  
ATTN: Adult Systems of Care Program Manager

4. **DMH REVIEW AND APPROVAL OF INVOICES:**

The DMH Adult Systems of Care (ASOC) Program Manager will review monthly invoices and sign to affirm that expenditures meet established Client Supportive Services Procedures. Approved invoices will be forwarded to the DMH Provider Reimbursement Unit for payment.

DMH shall process all completed requests for Client Supportive Services reimbursement on a monthly basis. The judgment of DMH as to the allowability of any expenditure shall be final.

5. **MONTHLY RECONCILIATION REPORT:**

DMH has allocated each Contract Provider a specified amount of funding for Client Supportive Services. Monthly reconciliation reports will be generated by the Accounting Division for each Contract Provider to ensure expenditures have not been exceeded. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that any contractor exceeds its allocation or violates the terms and conditions of the Client Supportive Services Procedures or the Legal Entity Agreement.

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

DMH Legal Entity Agreement  
 Attachment II  
 The Financial Summary -  
 Amendment No.

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1	<b>A. Contractual Limitation By Responsible Financial Party:</b>			Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)	
2	CGF*					
3	CGF - Psychiatric Emergency Services (PES)					
4	SAMHSA, CFDA #93.958					
5	SAMHSA - Child Mental Health Initiative, CFDA #93.104					
6	SAMHSA - Targeted Capacity Expansion, CFDA #93.243					
7	PATH, CFDA #93.150					
8	CalWORKs - Flex Fund					
9	CalWORKs - Mental Health Services (MHS)					
10	CalWORKs - Community Outreach Services (COS)					
11	CalWORKs - Families Project - Client Support Services					
12	CalWORKs - Families Project - MHS & Targeted Case Management					
13	CalWORKs - Families Project - COS					
14	DPSS - GROW					
15	DCFS AB 2994					
16	DCFS Family Preservation					
17	DCFS Star View Life Support PHF					
18	DCFS Independent Living					
19	DCFS STOP (70%)					
20	DCFS Medical Hubs					
21	DCFS Basic MH Services Enhanced Specialized Foster Care					
22	DCFS Intensive In-Home Enhanced Specialized Foster Care					
23	Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)					
24	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)					
25	AB 34/AB 2034					
26	ADP/AB 34/AB 2034 Housing					
27	DHS-OAPP HIV/AIDS					
28	DHS Dual Diagnosis					
29	DHS Social Model Recovery					
30	DHS LAMP					
31	HIV AIDS					
32	IDEA (AB 3632 - SEP), CFDA #84.027					
33	SB 90 (AB 3632 - SEP)					
34	AB3632 - SEP (SB 1807)					
35	Mental Health Services Act (MHSA)					
36	Mental Health Services Act (MHSA) - Plan I:					
37	A. Child					
38	One Time Cost					
39	Client Supportive Services (Flex Funds)					
40	Mental Health Services					
41	B. TAY					
42	One Time Cost					
43	Client Supportive Services (Flex Funds)					
44	Mental Health Services					
45	C. Adult					
46	One Time Cost					
47	Client Flex Funds Supportive Services (Flex Funds)					
48	Mental Health Services					

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

DMH Legal Entity Agreement  
 Attachment II  
 The Financial Summary -  
 Amendment No.

LINE #	DESCRIPTION	1 MAXIMUM CONTRACT ALLOCATION TOTALS	Sum of 2 + 3 + 4 + 5 + 6 = 1			
			2 LOCAL MHP NON MEDI-CAL	3 DCFS STOP SGF 70% County Local 30%	4 MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	5 EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%
			Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
49	D. Older Adult					
50	One Time Cost					
51	Client Supportive Services (Flex Funds)					
52	Mental Health Services					
53	Mental Health Services Act (MHSA) - Plan II					
54	Mental Health Services Act (MHSA) - Plan III					
55	Mental Health Services Act (MHSA) - AB 2034 Services					
56	Medi-Cal, Healthy Families, or MAA FFP					
57	SGF - EPSDT					
58	<b>Maximum Contract Amount (A)</b>	\$				
59	<b>B. Third Party:</b>					
60	Medicare					
61	Patient Fees					
62	Insurance					
63	Other					
64	<b>Total Third Party (B)</b>					
65	<b>GROSS PROGRAM BUDGET (A+B)</b>	\$				

**Footnote**

\* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.

\*\* These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claim Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.

Revision as of January 23, 2007

Contractor Name:  
 Legal Entity No.:  
 Agreement Period:  
 Fiscal Year:

DMH Legal Entity Agreement  
 The Rate Summary  
 Amendment No.

MENTAL HEALTH SERVICES	Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
<b>24 HOUR SERVICES</b>					
Hospital Inpatient	05	10 - 18			
Hospital Administrative Day	05	19			
Psychiatric Health Facility (PHF)	05	20 - 29			
SNF Intensive	05	30 - 34			
IMD/STP, Basic (No Patch)	Beds 1-59	05	35		
	Beds 60 & over	05	35		
Patch for IMD	05	36 - 39			
Mentally Ill Offenders	Regular	05	36 - 39		
	Indigent	05	36 - 39		
IMD - Like	05	36 - 39			
IMD (w/Patch) Sub-Acute (60 days)	05	38			
Adult Crisis Residential	05	40 - 49			
Residential Other	05	60 - 64			
Adult Residential	05	65 - 79			
Semi - Supervised Living	05	80 - 84			
Independent Living	05	85 - 89			
MH Rehab Centers	05	90 - 94			
<b>5 DAY SERVICES</b>					
Vocational Services	10	30 - 39			
Socialization	10	40 - 49			
SNF Augmentation	10	60 - 69			
Day Treatment Intensive: Half Day	10	81 - 84			
Day Treatment Intensive: Full Day	10	85 - 89			
Day Rehabilitative: Half Day	10	91 - 94			
Day Rehabilitative: Full Day	10	95 - 99			
<b>OUTPATIENT SERVICES</b>					
Targeted Case Management Services (TCMS), formerly Case Management Brokerage	15	01 - 09			
Mental Health Services	15	10 - 19/ 30 - 59			
Therapeutic Behavioral Services (TBS)	15	58			
Medication Support	15	60 - 69			
Crisis Intervention	15	70 - 79			
<b>5 YEAR SERVICES</b>					
Mental Health Promotion	45	10 - 19			
Community Client Services	45	20 - 29			
<b>60 DAY SERVICES</b>					
Life Support/Board & Care	60	40 - 49			
Case Management Support	60	60 - 69			
Client Supportive Services (Cost Reimbursement)	60	64			
		70 - 79			
<b>Medical Administrative Services (MAA)</b>					
MAA	55	01 - 35			

**DMH Amendment Summary**

LEGAL ENTITY NAME: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Legal Entity No.: \_\_\_\_\_

Amendment No. \_\_\_\_\_

**LIST OF FUNDING SOURCES**

(Please check all applicable funding for Amendment only.)

1	CGF	
2	CGF - Psychiatric Emergency Services (PES)	
3	SAMHSA, CFDA #93.958	
4	SAMHSA – Child Mental Health Initiative, CFDA #93.104	
5	SAMHSA – Targeted Capacity Expansion, CFDS #93.243	
6	PATH, CFDA #93.150	
7	CaWORKs – Flex Fund	
8	CaWORKs – Mental Health Services (MHS)	
9	CaWORKs – Community Outreach Services (COS)	
10	CaWORKs – Families Project – Client Support Services	
11	CaWORKs – Families Project – MHS & Targeted Case Management	
12	CaWORKs – Families Project - COS	
13	DPSS – GROW	
14	DCFS AB 2994	
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20	DCFS Basic MH Services Enhanced Specialized Foster Care	
21	DCFS Intensive In-Home Enhanced Specialized Foster Care	
22	Schiff-Cardenas – M.H. Screening, Assessment, and Treatment (MHSAT)	
23	Schiff-Cardenas – Multi-Systemic Therapy Program (MST)	
24	AB 34/AB 2034	
25	ADPA AB 34/AB 2034 Housing	
26	DHS-OAPP HIV/AIDS	

27	DHS Dual Diagnosis	
28	DHS Social Model Recovery	
29	DHS LAMP	
30	HIV AIDS	
31	IDEA (AB 3632 – SEP)	
32	SB 90 (AB 3632 – SEP)	
33	AB3632 – SEP (SB 1807)	
34	Mental Health Services Act (MHSA)	
35	MHSA – Plan I - Child – One Time Cost	
36	MHSA – Plan I - Child – Client Supportive Services (Flex Funds)	
37	MHSA – Plan I - Child – Mental Health Services	
38	MHSA – Plan I - TAY – One Time Cost	
39	MHSA – Plan I - TAY – Client Supportive Services (Flex Funds)	
40	MHSA – Plan I - TAY – Mental Health Services	
41	MHSA – Plan I - Adult – One Time Cost	
42	MHSA – Plan I - Adult – Client Flex Funds Supportive Services (Flex Funds)	
43	MHSA – Plan I - Adult – Mental Health Services	
44	MHSA – Plan I - Older Adult – One Time Cost	
45	MHSA – Plan I - Older Adult - Client Supportive Services (Flex Funds)	
46	MHSA – Plan I - Older Adult - Mental Health Services	
47	Mental Health Service Act (MHSA) – Plan II	
48	Mental Health Service Act (MHSA) – Plan III	
49	Mental Health Services Act (MHSA) – AB 2034 Services	
50	Medi-Cal, Healthy Families, or MAA FFP	
51	SGF - EPSDT	

<b>FUNDING SOURCE(S)</b> (Select from Funding Sources listed above for Amendment.)

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

AMOUNT Increase/Decrease	FISCAL YEAR	MCA



**DMH Amendment Summary**

LEGAL ENTITY NAME: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Legal Entity No.: \_\_\_\_\_

Amendment No. \_\_\_\_\_

AMENDMENT ACTION(S): \_\_\_\_\_ BOARD ADOPTED DATE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

New Headquarters' (HQ) Address: \_\_\_\_\_

HQ Sup. District: \_\_\_\_\_

Service Area(s): \_\_\_\_\_

ADD OR DELETE SERVICE SITE(S):

Name	Address	Sup. Dist.	Svc. Area(s)	Prov. No.

Deputy Director: \_\_\_\_\_

Lead Manager: \_\_\_\_\_

ATTACHMENT IV

CONTRACT NO. MH050001

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES (hereafter "County") and California Institute for Mental Health (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 27, 2006, identified as County Agreement No. MH050001, (hereafter "Agreement"); and

WHEREAS, for Fiscal Years 2006-2007 and 2007-2008, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2006-2007 County and Contractor intend to add Substance Abuse and Mental Health Services Administration (SAMHSA) funding in the Amount of \$144,867 to the Total Compensation Amount (TCA) for Fiscal Year 2006-2007 to develop an educational video on Post Traumatic Stress Disorder (PTSD). The revised TCA for Fiscal Year 2006-2007 will be \$514,867; and

WHEREAS, for Fiscal Year 2007-2008 County and Contractor intend to add SAMHSA funding in the Amount of \$244,868 to the TCA for this Agreement to develop an educational video on PTSD. The revised TCA for Fiscal Year 2007-2008 will be \$614,868.

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

1. For Fiscal Years 2006-2007, 2007-2008 and 2008-2009, Paragraph 5.0 COMPENSATION, Subparagraphs 5.1 and 5.2 shall be deleted in their entirety and the following substituted therefore:

"5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of services described in Exhibit A, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of FIVE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY-SEVEN --- DOLLARS (\$514,867) for Fiscal Year 2006-2007; SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY-EIGHT----- DOLLARS (\$614,868) for Fiscal Year 2007-2008; and THREE HUNDRED SEVENTY THOUSAND----- DOLLARS (\$370,000) for Fiscal Year 2008-2009. Notwithstanding such limitation of funds, Consultant agrees to satisfactory complete all work specified in Exhibit A. To request payment, Consultant shall present County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed FIVE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY-

SEVEN  
DOLLARS (\$514,867) for Fiscal Year 2006-2007; SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY-EIGHT  
DOLLARS (\$614,868) for Fiscal Year 2007-2008 and, THREE HUNDRED SEVENTY THOUSAND  
DOLLARS (\$370,000) for Fiscal Year 2008-2009. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant shall submit invoices to:

**County of Los Angeles  
Department of Mental Health  
550 South Vermont Avenue  
Los Angeles, CA 90020  
ATTN: Program Manager**

2. The EXHIBIT A-1, Statement of Work, attached hereto and incorporated herein by reference, shall supersede and replace the previously effective Exhibit A, Statement of Work, to the Agreement.
3. The EXHIBIT B-1, Fee Schedule, attached hereto and incorporated herein by reference, shall supersede and replace the previously effective Exhibit B, Fee Schedule, to the Agreement.
4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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 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

California Institute for Mental Health  
CONTRACTOR

By \_\_\_\_\_

Name Sandra Goodwin, Ph.D.

Title Executive Director  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Chief, Contracts Development  
and Administration Division

## EXHIBIT A

### CALIFORNIA INSTITUTE FOR MENTAL HEALTH

#### STATEMENT OF WORK

#### TRAINING SERVICES TO BE PROVIDED BY CIMH

##### ADULT SYSTEMS OF CARE

##### CalWORKS

California Institute for Mental Health (CIMH) will assist the Los Angeles County - Department of Mental Health (DMH) by providing training sessions, workshops, consultation and technical assistance for both the Adult and Children's Systems of Care as follows:

CIMH will provide technical assistance in the development and implementation of an outcome measurement system for the CalWORKs program to evaluate the effectiveness of supportive services to CalWORKs participants.

CIMH will conduct studies on supportive services to Los Angeles County's Welfare-to-Work efforts. These studies will examine program results, measure performance, identify outcomes, and present recommendations:

1. Provide technical assistance in the development and implementation of an outcome measurement system for the CalWORKs program to evaluate the effectiveness of supportive services to the CalWORKs participants;
2. Conduct an evaluation study of a pilot program serving the needs of homeless CalWORKs families; and

The data provided, based on the outcome measurement system, will assist in the development of treatment services to meet the needs of CalWORKs participants. Using the proposal for developing an outcome measurement system approach, the focus shifts from any given cohort of clients to changes in overall system performance over time.

These performance measures and outcomes will improve the accountability and serve as a tool for continued monitoring, planning and managing the programs.

##### SAMHSA

CIMH will produce an educational video with DVD/CD Learning System titled "ANOTHER KIND OF VALOR". The video will be designed to teach the mental health

## **EXHIBIT A**

**Page 2**

issues faced by returning Iraq/Afghanistan war veterans, their families, and others involved in their lives. The video will present a series of 15 to 20 minute docudrama video vignettes that probe the veteran's experiences - pre-war, battleground, and post deployment. These vignettes will provide insights about the impact of exposure to powerful trauma on the mental health, behavior, and social connections of the veteran. A structured interactive training CD will provide a review and structured discussion about avenues that might be pursued to provide treatment, improve circumstances, support healing, and promote positive health outcomes.

The completed DVD/CD Learning System will include:

- A series of 15 to 20 minute vignettes that illustrate a range of veterans' experiences that contribute to the onset of Post Traumatic Stress Disorder (PTSD) and a variety of ways in which PTSD and other mental health issues impact veterans' behaviors and relationships
- A training CD that, through an interactive process, covers the basic signs and symptoms of PTSD, a range of treatment options, and the exploration of approaches that address all aspects of the veterans' lives in order to support healing and wellness

Each county in California will receive a copy of the DVD/CD Learning System.

The schedule for completion will be December 31, 2007.

### **PLANNING DIVISION**

CIMH will assist DMH by providing training resources, consultation, and technical assistance to the Planning Division in the following areas:

- Community engagement strategies
- Mental Health Services Act Trainings
- Facilitation of countywide workgroups
- Training conference
- Staff specialty skills development

### **MENTAL HEALTH SERVICES ACT**

#### **PLANNING SUPPORT TO BE PROVIDED BY CIMH**

CIMH will provide technical assistance, facilitation and consultation to the Planning Division and the Chief Deputy Director in the following areas:

- Conduct and facilitate the stakeholders group process for consensus building on the implementation of the Mental Health Services Act.

- Prepare, produce, review, and revise necessary documents to complete the planning process, including the Plan as authorized by the Community planning Grant accepted by the Board of Supervisors on April 19, 2005.
- Support the DMH submittal of the Plan to the State Department of Mental Health, including any revisions required by the State for Plan approval, facilitation of consensus building among all participants and organizations affected by the Plan, and institutional participants such as the Mental Health Commission and the Board of Supervisors.
- Consultation services for the implementation of MHSA Community Services and Supports Plan.



**EXHIBIT B**

**CALIFORNIA INSTITUTE FOR MENTAL HEALTH**

**FEE SCHEDULE**

**ADULT SYSTEMS OF CARE**

**CalWORKs**

FY 2006-2007 \$170,000 (\$150,000 CalWORKs, \$20,000 County General Fund)  
FY 2007-2008 \$170,000 (\$150,000 CalWORKs, \$20,000 County General Fund)  
FY 2008-2009 \$170,000 (\$150,000 CalWORKs, \$20,000 County General Fund)

**SAMHSA**

FY 2006-2007 \$144,867 (SAMHSA FBG)  
FY 2007-2008 \$244,868 (SAMHSA FBG)

The California Institute for Mental Health (CIMH) shall submit monthly invoices for CalWORKS which cover actual costs incurred for studies under the Statement of Work.

CIMH will bill DMH \$24,145 monthly, from contract date of execution through December 2007, to claim SAMHSA funds for the educational video on the symptoms, treatment and prevention of Post Traumatic Stress Disorder (PTSD) provided under the Statement of Work. Upon successful completion of the project and delivery of the DVD/CD Learning System, CIMH will bill DMH the final \$124,140. Final payment will be contingent upon the DMH Mental Health District Chief, SAMHSA or designee's review and approval of the completed project to ensure that the elements outlined in the Statement of Work have been provided. CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes.

Invoices shall be specific as to program and the type of services provided and shall be submitted to:

Deputy Director  
Adult Systems of Care  
County of Los Angeles – Department of Mental Health  
550 S. Vermont Ave., 11<sup>th</sup> Floor  
Los Angeles, CA 90020  
Telephone: (213) 738-2756  
ATTN: Mental Health District Chief, CalWORKs  
ATTN: Mental Health District Chief, SAMHSA

Funding for CIMH training under the Adult Systems of Care portion of the Agreement shall not exceed \$899,734 for the term of the Agreement, from date of execution through June 30, 2009.

**MENTAL HEALTH SERVICES ACT**

FY 2006-2007 \$200,000 (Community Planning Grant, Mental Health Services Act)  
FY 2007-2008 \$200,000 (Community Planning Grant, Mental Health Services Act)  
FY 2008-2009 \$200,000 (Community Planning Grant, Mental Health Services Act)

CIMH shall submit monthly invoices for actual costs incurred for the work and services provided under the Statement of Work. CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

Jeremy Cortez  
Chief Deputy Director  
County of Los Angeles – Department of Mental Health  
550 S. Vermont Ave., 12<sup>th</sup> Floor  
Los Angeles, CA 90020  
Telephone: (213) 351-4608  
ATTN: Olivia Celis, Director of Planning

Funding for CIMH training under the Mental Health Services Act portion of the Agreement shall not exceed \$600,000 for the term of the Agreement, effective July 1, 2006 through June 30, 2009.

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S NO. 435

DEPARTMENT OF MENTAL HEALTH

19

AUDITOR-CONTROLLER

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTES

SOURCES:

Department of Mental Health
A01-MH-9001-20500
Federal Other-\$408,000
Increase Revenue

USES:

Department of Mental Health
A01-MH-5500-20500
Other Charges-\$85,000
Increase Appropriation

Department of Mental Health
Services & Supplies
A01-MH-2000-20500
\$323,000
Increase Appropriation

This appropriation adjustment is requested to provide spending authority to provide coordinated services and support to homeless veterans with serious mental illness and to augment the Department's Shelter Bed Program. This appropriation increase is fully funded by the additional one-time Substance Abuse and Mental Health Services Administration (SAMHSA) grant award of \$847,830. There is no impact on net County cost.

[Handwritten Signature]

MARVIN J. SOUTHARD, D.S.W. ✓

Director of Mental Health

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

JANUARY 10 2007 19

[Handwritten Signature]

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

APPROVED (AS REVISED): BOARD OF SUPERVISORS

19

NO. 103

[Handwritten Signature] Jan 5 2007

BY

DEPUTY COUNTY CLERK

## Los Angeles County Chief Administrative Office

### Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> MENTAL HEALTH		
<b>Grant Project Title and Description</b> Substance Abuse and Mental Health Services Administration (SAMSHA) Federal Block Grant (FBG)		
Overall, SAMSHA FBG funds are used for the provision of integrated services to adults and older adults with serious mental illness and children with a serious emotional disturbance. This SAMSHA one-time only funding of \$779,469 and FY 2004-2005 rollover funding of \$68,361 will be utilized for a study to assess the mental health needs of veterans in Los Angeles County and provide homeless veterans with shelter beds.		
<b>Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
California Department of Mental Health (CDMH)	SAMSHA Block Grant Allocation Worksheet Revision No. 2 (Federal Catalog No. 93.958)	Grant acceptance upon Board approval. Deadline not applicable
<b>Total Amount of Grant Funding:</b> \$847,830		<b>County Match:</b> N/A
<b>Grant Period:</b> 01/01/07-12/31/07	<b>Begin Date:</b> 01/01/07	<b>End Date:</b> 12/31/07
<b>Number of Personnel Hired Under This Grant:</b> N/A	<b>Full Time:</b> N/A	<b>Part Time:</b> N/A
<b>Obligations Imposed on the County When the Grant Expires</b>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes	No
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	No
Is the County obligated to continue this program after the grant expires?	Yes	No <input checked="" type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes	No <input checked="" type="checkbox"/>
b.) Identify other revenue sources (describe below)	Yes	No
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. To provide one-time only funding to study and assess the mental health needs of veterans and enhance homeless veteran's access to shelter beds.	Yes <input checked="" type="checkbox"/>	No
<b>Impact of additional personnel on existing space:</b> Not Applicable		
Not Applicable		
<b>Other requirements not mentioned above:</b>		

Department Head Signature

Date: 1/25/07

