



MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Sachi A. Hamai, Executive Officer-  
Clerk of the Board of Supervisors  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Chief Administrative Officer  
County Counsel  
Auditor-Controller  
Director of Mental Health

At its meeting held June 27, 2006, the Board took the following action:

28 and 29

The following items were called for consideration:

28

The Director of Mental Health's recommendation to approve and authorize the Director to prepare and execute 72 renewal Legal Entity (LE) agreements for the provision of continuous, uninterrupted mental health services to severely and persistently mentally ill adults, seriously emotionally disturbed children, adolescents, and their families throughout the County, at a total cost of \$314,988,813, funded by 28% State and 43% Federal revenues, 4% Intrafund Transfers and 25% Net County Cost/Realignment funds in amount of \$76,987,293, effective July 1, 2006 through June 30, 2007, with two automatic one-year renewal periods for 71 LE agreements, and one automatic one-year renewal period for LE agreement with an Institution for Mental Disease contractor; approve revised LE agreement format, which has been updated to reflect revised and new Board mandated provisions required in all County contracts, including a contract provision that contractors comply with all applicable Federal, State and County policies and procedures relating to performance standards and outcome measures, including a new provision on the Mental Health Services Act; and authorize the Director to prepare and execute future amendment to LE agreements, provided that: 1) the County's total payments to a contractor under each agreement for each applicable fiscal year shall not exceed an increase of 20% from the applicable revised MCA or per diem rates; and 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; and

(Continued on Page 2)

29

The Director of Mental Health's recommendation to approve and authorize the Director to prepare and execute the supersession of 69 Legal Entity (LE) agreements to enable the Department to ensure the uniform implementation of revised and new Board-mandated provisions required in all LE agreements which provide for mental health services to severely and persistently mentally ill adults, seriously emotionally disturbed children, adolescents, and their families, at a total cost of \$239,191,997, funded by 32% State and 45% Federal revenues, 4% Intrafund Transfers and 19% Net County Cost/Realignment funds in amount of \$46,149,547, effective upon execution through June 30, 2007 with one automatic one-year renewal; authorize the Director to prepare and execute amendments to the LE agreements, provided that: 1) the County's total payments to a contractor under each agreement for each applicable fiscal year does not exceed an increase of 20% from the applicable revised MCA or per diem rates; and 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes.

Bruce Saltzer, representing the Association of Community Human Service Agencies, addressed the Board.

The following statement was entered into the record for Supervisors Knabe and Burke:

"The allocations to County-contracted, community mental health agencies are based on projections as to their estimated client mix and funding source. These projections are not an exact science. The reality is that community agencies can neither predict nor control who walks through their doors or whether the client is insured or uninsured. No one disputes that the costs of care to the uninsured and underinsured are rising, but the County is currently unable to afford to increase the agencies' maximum contract amounts. Community agencies must find other non-County funds to help them survive.

(Continued on Page 3)

“In an effort to assist agencies with this endeavor, the County has historically allowed agencies during the Fiscal Year to shift County General Fund (CGF) dollars from an underutilized fund category within their contracts to match and draw down additional Federal dollars. These additional Federal funds are how many agencies have historically survived the increasing costs of indigent care. Today, the County threatens to shut off that source of income putting the survival of our community agencies and the safety-net services they provide to our residents at-risk. Last year, the problem was temporarily resolved by mutually agreed upon contract language that maintained as much of this CGF flexibility as possible while protecting the County’s interest in drawing down additional Federal matching dollars for indigent care. The following language was agreed upon: ‘For Fiscal Year 2004-05 only, Contractor may, on a provisional basis, shift CGF between categories in the Financial Summary, based on actual services delivered, with the provision that at settlement, County General Funds will be first used for Match if the amount needed for Match exceeds the amount projected by Contractor. Any such shift of funds shall be in compliance with all County, State, and Federal regulations, and shall not result in any increase to the Maximum Contract Amount.’

“Since that time, providers and the Department of Mental Health have been working to try to come up with a long-term solution. There have been good faith efforts on both sides, but a final resolution has not yet been reached. Meanwhile, the current year contracts do not include the temporary accommodation included in last year’s contracts.

“While both parties continue the effort to work out a final resolution, fairness and stability in our fragile mental health safety net require that language identical to the Fiscal Year 2004-05 contract language needs to be inserted into the current Fiscal Year 2005-06 contracts. Otherwise, the community agencies serving the County’s indigent population face the loss of hundreds of thousands of dollars.”

Therefore, Supervisor Knabe made a motion that the Board take the following actions:

1. Adopt the Director of Mental Health’s attached recommendations; and

(Continued on Page 4)

28 and 29 (Continued)

2. Instruct the Director of Mental Health to:

- Include the same shift of funds language in the current Fiscal Year contracts that the Board approved for inclusion in the Fiscal Year 2004-05 contracts; and
- In consultation with the Chief Administrative Officer, County Counsel and Auditor-Controller, report back in 30 days with a long-term solution to the shift of funds issue.

Supervisor Molina made a suggestion that Supervisor Knabe's motion be amended to also request the Director of Mental Health, in exercising appropriate and reasonable discretion in allowing contract providers to shift funds within their Maximum Contract Amount for Fiscal Year 2005-06, to require his Department to maintain the same level of projected savings identified by his Department in its multi-year deficit mitigation plan. Supervisor Knabe accepted Supervisor Molina's amendment.

Supervisor Knabe's motion, as amended, seconded by Supervisor Molina, was unanimously carried.

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Attachments

Copies distributed:  
Each Supervisor

**COUNTY OF LOS ANGELES**

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

SUSAN KERR  
*Chief Deputy Director*

RODERICK SHANER, M.D.  
*Medical Director*



BOARD OF SUPERVISORS  
GLORIA MOLINA  
YVONNE B. BURKE  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

**DEPARTMENT OF MENTAL HEALTH**

<http://dmh.lacounty.info>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

June 8, 2006

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

Dear Supervisors:

**APPROVAL TO RENEW 72 DEPARTMENT OF MENTAL HEALTH  
LEGAL ENTITY AGREEMENTS  
AND  
APPROVAL OF THE REVISED DEPARTMENT OF MENTAL HEALTH  
LEGAL ENTITY AGREEMENT FORMAT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute the renewal of 72 Department of Mental Health (DMH) Legal Entity (LE) Agreements, in accordance with Attachment I and substantially similar to Attachment II, for the provision of continuous, uninterrupted mental health services to severely and persistently mentally ill adults, seriously emotionally disturbed (SED) children, adolescents, and their families throughout the County of Los Angeles. The total contract costs of \$314,988,813 are fully funded by State revenues (28%), Federal revenues (43%), Intrafund Transfers (4%), and net County cost (NCC)/Realignment funds (25%), that are included in DMH's Fiscal Year (FY) 2006-2007 Proposed Budget.

The term of 71 LE Agreements will be effective July 1, 2006 through June 30, 2007, with a provision for two (2) automatic one-year renewal periods. The term of one (1) LE Agreement with an Institution for Mental Disease (IMD) contractor will be effective July 1, 2006 through June 30, 2007, with a provision for one (1) automatic one-year renewal period.

2. Approve the revised DMH LE Agreement format, substantially similar to Attachment II, which has been updated to reflect revised and new Board-mandated provisions required in all County contracts, including a contract

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

provision that contractors comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. The LE Agreement format also includes a new provision on the Mental Health Services Act (MHSA).

3. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to these LE Agreements, provided that: 1) the County's total payments to a contractor under each Agreement for each applicable fiscal year shall not exceed an increase of 20 percent from the applicable revised Maximum Contract Amount (MCA) or per diem rates; 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 Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) County and contractor may, by written amendments, reduce programs or services and revise the applicable MCA, provided that any amendments which reduce programs or services will be consistent with the principles agreed to in DMH's stakeholders' process and will reflect DMH's FY 2006-2007 Final Budget approved by your Board; 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 because these 72 LE Agreements will expire on June 30, 2006, and the renewal of these agreements is required to continue the provision of services without interruption to severely and persistently mentally ill adults and SED children, adolescents, and their families.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of delays in finalizing the Board letter, including confirmation of funding allocations, and allowing sufficient time for the Board letter to be filed to permit your Board to continue the matter for two (2) weeks as needed.

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

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan's Programmatic Goals No. 5, "Children and Families' Well-Being," and No. 7, "Health and Mental Health." Renewing these agreements

will allow for continuous and uninterrupted mental health services to existing mental health clients throughout Los Angeles County and for the collaborative partnership between government and community agencies.

**FISCAL IMPACT/FINANCING**

There is no increase in NCC.

The MCA for each LE Agreement is shown in Attachment I. For FY 2006-2007, the MCAs totaling \$314,988,813 for these 72 LE Agreements will be funded by the following sources that are included in DMH's FY 2006-2007 Proposed Budget:

1) State revenues	\$89,367,767
2) Federal revenues	\$135,733,450
3) Intrafund transfers	\$12,900,303
4) NCC/Realignment funds	\$76,987,293

For FYs 2007-2008 and 2008-2009, funding will be requested during DMH's annual budget process. The MCAs for FYs 2006-2007, 2007-2008, and 2008-2009, that are shown in Attachment I, may be subject to change because of anticipated budgetary factors which may impact the funding that is given to the County by the State and/or the Federal government on an annual basis.

The LE Agreements include provisions that permit the County to reduce the MCAs or terminate the agreements, whichever is applicable under the terms of the agreements, if, as a result of the adoption of the County and State budgets, funding for these agreements is reduced.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The LE Agreements with Short-Doyle/Medi-Cal mental health service contractors provide for a broad range of mental health services to severely and persistently mentally ill adults, SED children, adolescents, and their families, pursuant to the California Welfare and Institutions Code (WIC), Division 5, Part 2, Chapter 1, Section 5602. These mental health services include, but are not limited to, diagnosis, evaluation, treatment, day care, respite care, living arrangements, community skill training, information, referral, consultation, and community services.

On January 25, 2006, the California Department of Mental Health issued a directive to counties to initiate a rate increase for Medi-Cal nursing facilities that provide long-term care as IMDs, by 6.5 percent annually, effective July 1, 2005, through June 30, 2008, and 4.7 percent annually, effective July 1, 2008 and ongoing, as authorized by the California Department of Health Services. On May 2, 2006, your Board approved DMH's rate increase amendments to nine (9) existing LE Agreements with IMD contractors. One (1) of these IMD contracts, Sunbridge Braswell Enterprises, Inc., is expiring June 30, 2006, and will be renewed in this Board letter with a 6.5 percent annual rate increase for each FY 2006-2007 and FY 2007-2008.

DMH's clinical and administrative staff are assigned to supervise and administer agreements, monitor contract compliance, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and departmental policies are being followed.

CAO and County Counsel have reviewed the proposed actions. The revised LE Agreement has been approved as to form by County Counsel. The LE Agreement format includes revised and new Board-mandated provisions required in all County contracts, such as Contractor's Charitable Activities Compliance, Contractor Responsibility and Debarment, and Delegation and Assignment by Contractor. Additionally, the LE Agreement format adds a new provision on the MHSA.

Attachment I lists the 72 LE Agreement renewals for FYs 2006-2007, 2007-2008, and 2008-2009, specifying the contractors, Supervisorial Districts, Agreement terms, and MCAs per fiscal year for each Agreement.

Attachment II is the revised DMH LE Agreement format.

Attachment III details the Los Angeles County Community Business Enterprise (LAC/CBE) Program, Firm/Organization Information form – Contract Listing with Minority/Women-Owned Firms.

### **CONTRACTING PROCESS**

All of the 72 LE contractors have existing agreements with DMH, which expire on June 30, 2006, and are being renewed because of the continuing need for their services. As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.



The Honorable Board of Supervisors  
June 8, 2006  
Page 5

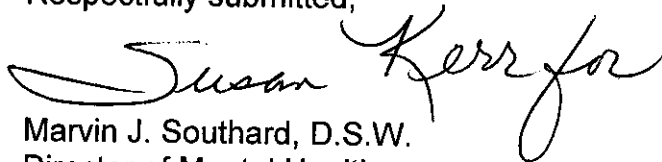
**IMPACT ON CURRENT SERVICES**

The renewal of these 72 LE Agreements will allow for the continued and uninterrupted mental health services to existing mental health clients throughout Los Angeles County. Without Board approval, essential mental health services will be curtailed and inaccessible to communities.

**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:MY:RK:KT

Attachments (3)

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**  
**Contracts Development and Administration Division**

ATTACHMENT I

**CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009**  
**LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS**

Item No.	CONTRACTOR Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2006-2007	FY 2007-2008	FY 2008-2009
1	1736 Family Crisis Center 2116 Arlington Avenue, Suite 200 Los Angeles, CA 90018 LEGAL ENTITY (LE) # 00256	2	3 Years	\$354,250	\$354,250	\$354,250
2	AIDS Project Los Angeles 3550 Wilshire Boulevard, Suite 300 Los Angeles, CA 90010 LEGAL ENTITY (LE) # 00269	2	3 Years	\$124,597	\$124,597	\$124,597
3	Amanecer Community Counseling Services, Inc. (formerly Community Counseling Service of Los Angeles, Inc.) 1200 Wilshire Blvd., Suite 500 Los Angeles, CA 90017 LEGAL ENTITY (LE) # 00180	1	3 Years	\$5,505,155	\$5,505,155	\$5,505,155
4	ASC Treatment Group 2457 Endicott Street Los Angeles, CA 90032 LEGAL ENTITY (LE) # 00409	1	3 Years	\$824,900	\$824,900	\$824,900
5	Associated League of Mexican-Americans, Inc. dba ALMA Family Services 1055 Corporate Center Drive, Suite 430 Monterey Park, CA 91754 LEGAL ENTITY (LE) # 00173	1	3 Years	\$5,362,696	\$5,362,696	\$5,362,696
6	Bienvenidos Children's Center, Inc. 205 E. Palm Street Altadena, CA 91001 LEGAL ENTITY (LE) # 00860	5	3 Years	\$2,790,801	\$2,790,801	\$2,790,801
7	Braswell Rehabilitation Institute for Development of Growth and Education Services, Inc. (also known as B.R.I.D.G.E.S.) 1977 North Garey Avenue, Suite 6 Pomona, CA 91767 LEGAL ENTITY (LE) # 00274	1	3 Years	\$2,361,016	\$2,361,016	\$2,361,016
8	California Institute of Health and Social Services, Inc. dba Alafia Mental Health Institute 8929 South Sepulveda Boulevard, Suite 200 Los Angeles, CA 90045 LEGAL ENTITY (LE) # 01192	4	3 Years	\$1,314,000	\$1,314,000	\$1,314,000
9	Center for Integrated Family and Health Services 560 South San Jose Avenue Covina, CA 91723 LEGAL ENTITY (LE) # 01209	5	3 Years	\$996,000	\$996,000	\$996,000
10	Child and Family Center 21545 Centre Point Parkway* Santa Clarita, CA 91350 LEGAL ENTITY (LE) # 00210	5	3 Years	\$6,622,621	\$6,622,621	\$6,622,621
11	Children's Bureau of Southern California 3910 Oakwood Avenue Los Angeles, CA 90004 LEGAL ENTITY (LE) # 00668	2	3 Years	\$8,059,791	\$8,059,791	\$8,059,791
12	Children's Hospital Los Angeles (formerly Children's Hospital of Los Angeles) 5000 Sunset Boulevard, 7th Floor Los Angeles, CA 90027 LEGAL ENTITY (LE) # 00179	3	3 Years	\$8,058,002	\$8,058,002	\$8,058,002

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
Contracts Development and Administration Division**

ATTACHMENT I

**CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009  
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS**

Item No.	CONTRACTOR Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2006-2007	FY 2007-2008	FY 2008-2009
13	Children's Institute Inc. 711 South New Hampshire Avenue Los Angeles, CA 90005 LEGAL ENTITY (LE) # 00591	2	3 Years	\$8,789,001	\$8,789,001	\$8,789,001
14	Clontarf Manor, Inc. 4201 East 10th Street Long Beach, CA 90804 LEGAL ENTITY (LE) # 00327	4	3 Years	\$961,800	\$961,800	\$961,800
15	Didi Hirsch Psychiatric Service 4760 So. Sepulveda Boulevard Culver City, CA 90230 LEGAL ENTITY (LE) # 00183	2	3 Years	\$16,005,834	\$16,005,834	\$16,005,834
16	Drew Child Development Corporation 1770 East 118th Street Los Angeles, CA 90059 LEGAL ENTITY (LE) # 01181	2	3 Years	\$1,034,000	\$1,034,000	\$1,034,000
17	Educational Resource and Services Center, Inc. dba Kayne-Eras Center 5350 Machado Road Culver City, CA 90230 LEGAL ENTITY (LE) # 01184	2	3 Years	\$811,000	\$811,000	\$811,000
18	El Centro de Amistad, Inc. 566 South Brand Boulevard San Fernando, CA 91340 LEGAL ENTITY (LE) # 00185	3	3 Years	\$1,580,204	\$1,580,204	\$1,580,204
19	El Dorado Community Service Center 26460 Summit Circle Santa Clarita, CA 91350 LEGAL ENTITY (LE) # 00695	5	3 Years	+	+	+
20	ENKI Health and Research Systems, Inc. 150 E. Olive Avenue, Suite 203 Burbank, CA 91502 LEGAL ENTITY (LE) # 00188	5	3 Years	\$24,922,135	\$24,922,135	\$24,922,135
21	Ettie Lee Homes, Inc. 5146 North Maine Avenue* Baldwin Park, CA 91706 LEGAL ENTITY (LE) # 00995	1	3 Years	\$2,026,000	\$2,026,000	\$2,026,000
22	Exodus Recovery, Inc. 9808 Venice Boulevard, #402 Culver City, CA 90232 LEGAL ENTITY (LE) # 00527	2	3 Years	\$2,217,185	\$2,217,185	\$2,217,185
23	Five Acres - The Boys' and Girls' Aid Society of Los Angeles County 760 West Mountain View Street Altadena, CA 91001-4996 LEGAL ENTITY (LE) # 00647	5	3 Years	\$9,710,651	\$9,710,651	\$9,710,651
24	Florence Crittenton Center (formerly Florence Crittenton Center, Los Angeles) 234 East Avenue 33 Los Angeles, CA 90031 LEGAL ENTITY (LE) # 00182	1	3 Years	\$1,000,000	\$1,000,000	\$1,000,000
25	Florence Crittenton Services of Orange County, Inc. dba Crittenton Services for Children and Families 801 East Chapman Avenue, Suite #230 Fullerton, CA 92831 LEGAL ENTITY (LE) # 00870	N/A	3 Years	\$2,250,000	\$2,250,000	\$2,250,000

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**  
**Contracts Development and Administration Division**

ATTACHMENT I

**CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009**  
**LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS**

Item No.	CONTRACTOR Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2006-2007	FY 2007-2008	FY 2008-2009
26	Foothill Family Service 2500 E. Foothill Blvd., Suite 300 Pasadena, CA 91107 LEGAL ENTITY (LE) # 00724	5	3 Years	\$6,648,860	\$6,648,860	\$6,648,860
27	For The Child, Inc. 4565 California Avenue Long Beach, CA 90807 LEGAL ENTITY (LE) # 00300	4	3 Years	\$1,015,860	\$1,015,860	\$1,015,860
28	Gateways Hospital and Mental Health Center 1891 Effie Street Los Angeles, CA 90026 LEGAL ENTITY (LE) # 00190	1	3 Years	\$12,579,175	\$12,579,175	\$12,579,175
29	Gay and Lesbian Adolescent Social Services, Inc. 650 North Robertson Boulevard West Hollywood, CA 90069 LEGAL ENTITY (LE) # 00846	2	3 Years	\$2,197,800	\$2,197,800	\$2,197,800
30	Hathaway-Sycamores Child and Family Services 210 S. DeLacey Avenue, Suite 110 Pasadena, CA 91105 LEGAL ENTITY (LE) # 00192	5	3 Years	\$24,075,714	\$24,075,714	\$24,075,714
31	Health Research Association 530 South Catalina Street, Suite 202 Los Angeles, CA 90020 LEGAL ENTITY (LE) # 00193	2	3 Years	\$277,633	\$277,633	\$277,633
32	HealthView, Inc. dba Harbor View House P.O. Box 1860* San Pedro, CA 90733 LEGAL ENTITY (LE) # 00209	4	3 Years	\$947,790	\$947,790	\$947,790
33	The Help Group Child & Family Center 13130 Burbank Boulevard Sherman Oaks, CA 91401 LEGAL ENTITY (LE) # 00198	3	3 Years	\$8,258,971	\$8,258,971	\$8,258,971
34	Helpline Youth Counseling, Inc. 12440 East Firestone Boulevard, Suite 1000 Norwalk, CA 90650 LEGAL ENTITY (LE) # 01232	4	3 Years	\$154,800	\$154,800	\$154,800
35	Hillsides 940 Avenue 64 Pasadena, CA 91105 LEGAL ENTITY (LE) # 00321	5	3 Years	\$7,180,269	\$7,180,269	\$7,180,269
36	Homes for Life Foundation 8939 South Sepulveda Boulevard, Suite #460 Los Angeles, CA 90045 LEGAL ENTITY (LE) # 00508	4	3 Years	\$1,734,805	\$1,734,805	\$1,734,805
37	Institute for Multicultural Counseling & Education Services, Inc. (also known as I.M.C.E.S.) 3580 Wilshire Blvd., Suite #2000 Los Angeles, CA 90010 LEGAL ENTITY (LE) # 00699	2	3 Years	\$848,600	\$848,600	\$848,600
38	Intercommunity Child Guidance Center 10155 Colima Road Whittier, CA 90603 LEGAL ENTITY (LE) # 00195	1	3 Years	\$3,689,513	\$3,689,513	\$3,689,513

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**  
**Contracts Development and Administration Division**

ATTACHMENT I

**CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009**  
**LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS**

Item No.	CONTRACTOR Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2006-2007	FY 2007-2008	FY 2008-2009
39	Kamila Comprehensive Health Center, Inc. 1028 N. Lake Avenue, Suite 205 Pasadena, CA 91104 LEGAL ENTITY (LE) # 00786	5	3 Years	+	+	+
40	Kedren Community Health Center, Inc. 4211 South Avalon Boulevard Los Angeles, CA 90011 LEGAL ENTITY (LE) # 00197	2	3 Years	\$21,117,505	\$21,117,505	\$21,117,505
41	Kids First Foundation, Inc. (also known as Mid-Valley Youth Services) 11980 South Mount Vernon Avenue Grand Terrace, CA 92313-5173 LEGAL ENTITY (LE) # 01201	3	3 Years	\$1,500,000	\$1,500,000	\$1,500,000
42	Koreatown Youth and Community Center, Inc. 3727 W. 6th Street, Suite 300 Los Angeles, CA 90020 LEGAL ENTITY (LE) # 00326	2	3 Years	\$452,961	\$452,961	\$452,961
43	LAMP, Inc. 527 South Crocker Street Los Angeles, CA 90013 LEGAL ENTITY (LE) # 00317	2	3 Years	\$1,844,030	\$1,844,030	\$1,844,030
44	The Los Angeles Child Guidance Clinic 3787 So. Vermont Avenue Los Angeles, CA 90007 LEGAL ENTITY (LE) # 00199	2	3 Years	\$11,979,408	\$11,979,408	\$11,979,408
45	The Los Angeles Free Clinic 8405 Beverly Boulevard Los Angeles, CA 90048 LEGAL ENTITY (LE) # 00323	3	3 Years	\$23,344	\$23,344	\$23,344
46	The Los Angeles Gay and Lesbian Community Services Center dba L.A. Gay and Lesbian Center 1625 N. Schrader Boulevard* Los Angeles, CA 90028 LEGAL ENTITY (LE) # 00304	3	3 Years	\$197,789	\$197,789	\$197,789
47	Multiservice Family Center, Inc. 101 North La Brea Avenue, Suite 301 Inglewood, CA 90301 LEGAL ENTITY (LE) # 00712	2	3 Years	+	+	+
48	New Horizons Family Center 744 South Glendale Avenue Glendale, CA 91205 LEGAL ENTITY (LE) # 01170	5	3 Years	\$636,900	\$636,900	\$636,900
49	Ocean Park Community Center 1453 16th Street Santa Monica, CA 90404-2715 LEGAL ENTITY (LE) # 00305	3	3 Years	\$210,817	\$210,817	\$210,817
50	Olive Crest Treatment Centers, Inc. 2130 East Fourth Street, Suite 200 Santa Ana, CA 92705 LEGAL ENTITY (LE) # 00518	1	3 Years	\$1,025,121	\$1,025,121	\$1,025,121
51	Pacific Clinics 800 S. Santa Anita Avenue Arcadia, CA 91006 LEGAL ENTITY (LE) # 00203	5	3 Years	\$48,744,504	\$48,744,504	\$48,744,504

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**  
**Contracts Development and Administration Division**

ATTACHMENT I

**CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009**  
**LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS**

Item No.	CONTRACTOR Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2006-2007	FY 2007-2008	FY 2008-2009
52	Pacific Lodge Youth Services 4900 Serrania Avenue Woodland Hills, CA 91364 LEGAL ENTITY (LE) # 01204	3	3 Years	\$1,500,000	\$1,500,000	\$1,500,000
53	Para Los Ninos 500 South Lucas Avenue Los Angeles, CA 90017 LEGAL ENTITY (LE) # 01169	2	3 Years	\$955,100	\$955,100	\$955,100
54	Parenting Institute Incorporated 3761 Stocker Street, Suite 211 Los Angeles, CA 90008 LEGAL ENTITY (LE) # 00693	2	3 Years	+	+	+
55	Personal Involvement Center, Inc. 8220 South San Pedro Street Los Angeles, CA 90003 LEGAL ENTITY (LE) # 01194	2	3 Years	\$1,216,000	\$1,216,000	\$1,216,000
56	Portals House (formerly Portals) 679 New Hampshire Avenue, 5th Floor Los Angeles, CA 90005 LEGAL ENTITY (LE) # 00205	2	3 Years	\$11,618,177	\$11,618,177	\$11,618,177
57	Rosemary Children's Services 36 South Kinneloa Avenue, Suite 200 Pasadena, CA 91107 LEGAL ENTITY (LE) # 00848	5	3 Years	\$1,683,000	\$1,683,000	\$1,683,000
58	San Gabriel Children's Center, Inc. 4740 North Grand Avenue Covina, CA 91724 LEGAL ENTITY (LE) # 00320	5	3 Years	\$1,974,176	\$1,974,176	\$1,974,176
59	"Serenity": Infant Care Homes 600 South Grand Avenue Covina, CA 91724 LEGAL ENTITY (LE) # 01195	5	3 Years	\$830,000	\$830,000	\$830,000
60	Social Model Recovery Systems, Inc. 250 East Rowland Street Covina, CA 91723 LEGAL ENTITY (LE) # 00212	5	3 Years	\$2,051,218	\$2,051,218	\$2,051,218
61	St. Anne's Maternity Home (formerly St. Anne's) 155 North Occidental Boulevard Los Angeles, CA 90026 LEGAL ENTITY (LE) # 01186	1	3 Years	\$1,437,600	\$1,437,600	\$1,437,600
62	St. John's Hospital and Health Center 1339 20th Street Santa Monica, CA 90404 LEGAL ENTITY (LE) # 00217	3	3 Years	\$2,272,516	\$2,272,516	\$2,272,516
63	Stirling Academy, Inc. 31824 Village Center Road, Suite E Westlake Village, CA 91361 LEGAL ENTITY (LE) # 00216	3	3 Years	\$2,361,077	\$2,361,077	\$2,361,077
64	Sunbridge Braswell Enterprises, Inc. dba Olive Vista A Center for Problems of Living, Laurel Park, & Sierra Vista (formerly Braswell Enterprises) 2335 South Towne Street Pomona, CA 91766 LEGAL ENTITY (LE) # 00279	N/A	2 Years	++	++	N/A

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**  
**Contracts Development and Administration Division**

ATTACHMENT I

**CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009**  
**LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS**

n 1.	CONTRACTOR Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2006-2007	FY 2007-2008	FY 2008-2009
5	Tobinworld 920 East Broadway Glendale, CA 91205 LEGAL ENTITY (LE) # 01171	5	3 Years	\$998,000	\$998,000	\$998,000
3	Topanga-Roscoe Corporation dba Topanga West Guest Home 22115 Roscoe Boulevard Canoga Park, CA 91304 LEGAL ENTITY (LE) # 00630	5	3 Years	\$533,035	\$533,035	\$533,035
7	Travelers Aid Society of Los Angeles California 1720 N. Gower Street Los Angeles, CA 90028 LEGAL ENTITY (LE) # 00309	3	3 Years	\$121,518	\$121,518	\$121,518
3	Trinity Youth Services 4026 North Peck Road, Suite 204 El Monte, CA 91732 LEGAL ENTITY (LE) # 01026	1	3 Years	\$1,000,000	\$1,000,000	\$1,000,000
9	United American Indian Involvement, Inc. 1125 West Sixth Street, Suite 400 Los Angeles, CA 90017 LEGAL ENTITY (LE) # 00938	1	3 Years	\$1,088,618	\$1,088,618	\$1,088,618
0	Verdugo Mental Health Center 1540 East Colorado Street Glendale, CA 91205 LEGAL ENTITY (LE) # 00221	5	3 Years	\$4,607,812	\$4,607,812	\$4,607,812
1	Vista Del Mar Child and Family Services 3200 Motor Avenue Los Angeles, CA 90034 LEGAL ENTITY (LE) # 00196	2	3 Years	\$7,574,559	\$7,574,559	\$7,574,559
2	Westside Center for Independent Living, Inc. 12901 Venice Boulevard Los Angeles, CA 90066 LEGAL ENTITY (LE) # 00316	2	3 Years	\$142,599	\$142,599	\$142,599
<b>TOTAL:</b>				<b>\$314,988,813</b>	<b>\$314,988,813</b>	<b>\$314,988,813</b>

- \* Correspondence will be sent to mailing address (P. O. Box).
- + Fee-For-Service (FFS) contracts do not have a Maximum Contract Amount. FFS contractor is reimbursed from State Managed Care Allocation and Federal Financial Participation (FFP) Medi-Cal revenue.
- ++ Institutions for Mental Disease (IMD) contracts do not have a Maximum Contract Amount, as services are purchased on an as needed basis and are limited to DMH's appropriation budgeted for IMD beds.

KT:MM: K Renewal Agreements Listing FYs 06-07, 07-08, and 08-09 Final 6/1/06

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

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CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

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

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Contractor Headquarters' Supervisorial District \_\_\_\_\_

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

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

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director \_\_\_\_\_ Lead Manager \_\_\_\_\_

K: S\_\_ --or-- U\_\_\_\_\_



TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1. RECITALS.....	1
2. PREAMBLE.....	2
3. 1. TERM.....	5
4. 2. ADMINISTRATION.....	6
5. 3. DESCRIPTION OF SERVICES/ACTIVITIES.....	6
6. 4. FINANCIAL PROVISIONS	
7.     A. General.....	7
8.     B. Mental Health Services Act (MHSA).....	9
9.     C. Reimbursement For Initial Period.....	9
10.    D. Reimbursement If Agreement Is Automatically Renewed.....	10
11.    E. SDMH Approval of Negotiated Rate(s).....	10
12.    F. Established Maximum Allowable Rates.....	11
13.    G. Title XIX Short-Doyle/Medi-Cal Services, EPSDT Title XIX Medi-Cal Services, and 14.        Title XIX Medi-Cal Administrative Activities.....	11
15.    H. Funding Sources.....	14
16.    I. Government Funding Restrictions.....	15
17.    J. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest.....	15
18.    K. Payment.....	16
19.    L. Cash Flow Advance In Expectation Of Services/Activities To Be Rendered.....	19
20.    M. Maximum Monthly Payment.....	21
21.    N. Withholding of Payment For Nonsubmission of IS and Other Information.....	21
22.    O. Annual Cost Reports.....	22
23.    P. Adjustments and Settlement Annual Cost Report.....	23
24.    Q. Post Fiscal Year Audit Settlement.....	24
25.    R. Audit Appeals After Post Audit Settlement.....	25
26.    S. County Audit Settlements.....	25
27.    T. Payments Due to County/Method of Payment.....	25
28.    U. Interest Charges on Delinquent Payments.....	25
29.    V. Financial Solvency.....	26
30.    W. Limitation of County's Obligation Due to Nonappropriation of Funds.....	26
31.    X. California Work Opportunity and Responsibility to Kids (CalWORKs).....	26
32.    Y. AB 3632 Services Utilizing SB 90 Funds.....	27
33.    Z. General Relief Opportunities for Work (GROW) Reimbursement.....	27
34.    AA. Healthy Families.....	28
35.    BB. Supportive and Therapeutic Options Program (STOP) Funds.....	28
36.    CC. Contractor Requested Changes.....	28
37.    DD. Delegated Authority.....	28
38. 5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS.....	30
39. 6. PRIOR AGREEMENT(S) SUPERSEDED.....	30
40. 7. STAFFING.....	31
41. 8. STAFF TRAINING AND SUPERVISION.....	31
42. 9. PROGRAM SUPERVISION, MONITORING AND REVIEW.....	31
43. 10. PERFORMANCE STANDARDS AND OUTCOME MEASURES.....	32
44. 11. COUNTY'S QUALITY ASSURANCE PLAN.....	32
45. 12. RECORDS AND AUDITS.....	32
46. 13. REPORTS.....	36
47. 14. CONFIDENTIALITY.....	37
48. 15. PATIENTS'/CLIENTS' RIGHTS.....	37
49. 16. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS.....	37
50. 17. NONDISCRIMINATION IN SERVICES.....	38

<u>1</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
2		
3	18. NONDISCRIMINATION IN EMPLOYMENT .....	39
4	19. FAIR LABOR STANDARDS .....	40
5	20. INDEMNIFICATION AND INSURANCE .....	40
6	21. WARRANTY AGAINST CONTINGENT FEES .....	42
7	22. CONFLICT OF INTEREST .....	43
8	23. UNLAWFUL SOLICITATION .....	43
9	24. INDEPENDENT STATUS OF CONTRACTOR .....	43
10	25. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR	
11	FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST .....	44
12	26. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR	
13	GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR	
14	EMPLOYMENT .....	44
15	27. DELEGATION AND ASSIGNMENT BY CONTRACTOR. ....	44
16	28. SUBCONTRACTING .....	45
17	29. GOVERNING LAW, JURISDICTION AND VENUE .....	47
18	30. COMPLIANCE WITH APPLICABLE LAW .....	47
19	31. THIRD PARTY BENEFICIARIES .....	47
20	32. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES .....	48
21	33. CHILD SUPPORT COMPLIANCE PROGRAM .....	48
22	34. TERMINATION FOR INSOLVENCY .....	49
23	35. TERMINATION FOR DEFAULT .....	49
24	36. TERMINATION FOR IMPROPER CONSIDERATION .....	49
25	37. SEVERABILITY .....	50
26	38. CAPTIONS AND PARAGRAPH HEADINGS .....	50
27	39. ALTERATION OF TERMS .....	50
28	40. ENTIRE AGREEMENT .....	50
29	41. WAIVER .....	51
30	42. EMPLOYMENT ELIGIBILITY VERIFICATION .....	51
31	43. PUBLIC ANNOUNCEMENTS AND LITERATURE .....	51
32	44. PURCHASES .....	51
33	45. AUTHORIZATION WARRANTY .....	52
34	46. RESTRICTIONS ON LOBBYING .....	52
35	47. CERTIFICATION OF DRUG-FREE WORK PLACE .....	53
36	48. COUNTY LOBBYISTS .....	53
37	49. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES .....	53
38	50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	53
39	51. USE OF RECYCLED-CONTENT PAPER PRODUCTS .....	53
40	52. CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	53
41	53. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED	
42	PROGRAM .....	55
43	54. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT .....	56
44	55. COMPLIANCE WITH JURY SERVICE PROGRAM .....	57
45	56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	58
46	57. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY	
47	SURRENDERED BABY LAW .....	58
48	58. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM .....	59
49	59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY	
50	EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) .....	63
51	60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	64
52	61. NOTICES .....	64

**ATTACHMENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
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- ATTACHMENT I DEFINITIONS
- ATTACHMENT II FINANCIAL SUMMARY(IES) FY \_\_\_\_\_ FY \_\_\_\_\_ FY \_\_\_\_\_
- ATTACHMENT III SERVICE DELIVERY SITE EXHIBIT(S)
- ATTACHMENT IV SERVICE EXHIBIT(S)
- ATTACHMENT V CASH FLOW ADVANCE (CFA) SCHEDULE AND CFA CLAIMS PAYMENT  
EXAMPLE, (Sections 1, 2 and 3)
- ATTACHMENT VI ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- ATTACHMENT VII SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
- ATTACHMENT VIII CROSSWALK FACT SHEET
- ATTACHMENT IX CHARITABLE CONTRIBUTIONS CERTIFICATION

LEGAL ENTITY: NRTIT20C.VA.LEIbCont06-07. REVISED 05/30/06

1 DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

2  
3  
4 THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
5 and between the County of Los Angeles (hereafter "County"), and \_\_\_\_\_  
6 \_\_\_\_\_  
7 (hereafter "Contractor") with the following business address at \_\_\_\_\_  
8 \_\_\_\_\_

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

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

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

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

20 WHEREAS, these services shall be provided by Contractor in accordance with all applicable Federal,  
21 State and local laws, required licenses, ordinances, rules, Regulations, manuals, guidelines, and directives,  
22 which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California  
23 Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3,  
24 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721,  
25 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq.,  
26 including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 15600 et seq.,  
27 including Section 15630; California Welfare and Institutions Code Section 17601 et seq.; California Work  
28 Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code Section 11200 et seq.;  
29 California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States  
30 Code Section 1396 et seq.; Title IV of the Social Security Act, Part B of Title XIX of the Public Health Service  
31 Act, 42 United States Code Section 300x et seq.; California Penal Code (PC) Section 11164 et seq.; Title 9  
32 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of  
33 the California Code of Regulations; State Department of Mental Health's (SDMH) Cost Reporting/Data  
34 Collection Manual; Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health  
35 Services under the Rehabilitation Option and Targeted Case Management Services; State Department of  
36 Mental Health's Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual; policies and

1 procedures developed by County; State's Medicaid Plan; and policies and procedures which have been  
2 documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State  
3 Department of Health Services.

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

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

7 **PREAMBLE**

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

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

- 18
- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

19  
20 These shared values are encompassed in the County Mission to enrich lives through effective and  
21 caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3)  
22 Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community  
23 Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families  
24 requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries,  
25 by and between County departments/agencies, and community and contracting partners.

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

- 28
- Good Health;
  - Economic Well-Being;
  - Safety and Survival;
  - Emotional and Social Well-Being; and
  - Education and Workforce Readiness.
- 29  
30  
31  
32

33 Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for  
34 children and families, consensus has emerged among County and community leaders that making substantial  
35 improvements in integrating the County's health and human services system is necessary to significantly

1 move toward achieving these outcomes. The County has also established the following values and goals for  
2 guiding this effort to integrate the health and human services delivery system:

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

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

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

12 *Personal Service Delivery*

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

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

20 *Service Access*

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

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

27 *Service Environment*

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

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

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

1     1.     TERM:

2           A.     Initial Period: The Initial Period of this Agreement shall commence on \_\_\_\_\_  
3 and shall continue in full force and effect through \_\_\_\_\_.

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 First  
10 Automatic Renewal Period shall commence on \_\_\_\_\_ and shall continue in full force and effect  
11 through \_\_\_\_\_.

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

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 \_\_\_\_\_

27 \_\_\_\_\_  
28 DOLLARS (\$) \_\_\_\_\_) and shall consist of County, State, and/or Federal funds as shown on the  
29 Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable  
30 through cash and/or appropriate Service Function Code (SFC) units and/or actual and allowable costs as  
31 authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in  
32 no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance  
33 hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%)  
34 of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and  
35 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 \_\_\_\_\_

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

14 (2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract  
15 Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM)  
16 shall not exceed \_\_\_\_\_

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

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

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

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

1 cost accounting, contract administration, other direct administrative activities which result because of  
2 contracting activities, medications, monitoring, revenue generation, and client data collection. County shall pay  
3 Contractor for Contractor's share of reimbursement for any such NR and shall retain County's share of  
4 reimbursement to pay for County's associated administrative support costs, if any.

5 F. Established Maximum Allowable Rates:

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

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

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

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

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

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

1 (3) Each Fiscal Year of the term of this Agreement, such reimbursement for EPSDT  
2 Title XIX Medi-Cal services shall be one hundred percent of the program funds which are part of the  
3 applicable Maximum Contract Amount of this Agreement and which are paid by County to Contractor solely in  
4 County's capacity as the fiscal intermediary. EPSDT Title XIX Medi-Cal services shall be paid as applicable  
5 on the basis of FMAP percentage of FFP funds, matching State general funds for EPSDT, and matching CGF  
6 funds as defined by the State.

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

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

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

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

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

1 administration, utilization review, documentation, and staffing.

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

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

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

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

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

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



1 and/or EPSDT Medi-Cal, data shall be used by County for completion of the Title XIX Short-Doyle/Medi-Cal  
2 Reconciliation Report and EPSDT Title XIX Medi-Cal.

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

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

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

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

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

17 H. Funding Sources:

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

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

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

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

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

35 (5) To the extent permitted by Federal law, certain funds, as designated on the Financial  
36 Summary, may be used to match the FFP component of reimbursement for Title XIX Short-Doyle/Medi-Cal

1 services, and/or Title XIX Medi-Cal Administrative Activities, in order to achieve the maximum Federal  
2 reimbursement possible for mental health services and administrative activities provided under this  
3 Agreement.

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

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

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

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

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

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

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

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

36 (7) Failure of Contractor to report in all its monthly claims and in its Annual Cost Report

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

9 K. Payment:

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

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

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

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

33 (b) For IMDs Only: Those Institutions for Mental Disease which are licensed as  
34 Skilled Nursing Facilities (SNF) by SDHS are, thereby, entitled by law to the rates established by SDHS for  
35 Skilled Nursing Facilities. The IMD rate consists of a basic SNF rate and a STP rate, or a MHRC rate.  
36 Contractor's monthly claim to County shall be for those patient days that have been approved in writing by the

1 County and shall be separately itemized by each patient day. Claims shall be submitted to County within 30  
2 days of the end of the billing period. Monthly claims shall be reviewed and approved by County.

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

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

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

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

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

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

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

1 computations for determining any adjustment to Contractor's monthly claim.

2 (3) All monthly claims shall be subject to adjustment based upon the IS reports, as  
3 applicable, EOB data, and/or Contractor's Annual Cost Report which shall supersede and take precedence  
4 over all claims.

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

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

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

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

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

36 (9) County pays any Medi-Cal FFP Funds and EPSDT-SGF (Early and Periodic

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

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

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

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

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

36 Cash Flow Advance shall consist of, and shall be payable only from, the Maximum Contract

1 Amount appropriation approved by County's Board of Supervisors for the particular fiscal year in which the  
2 costs are to be incurred and upon which the request(s) is (are) based.

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

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

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

18 Cash Flow Advance is based upon the following:

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

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

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

1 The time schedules and examples for County claims payment, and the three (3) and five (5)  
2 months Cash Flow Advance disbursement(s) and Contractor repayment of Cash Flow Advance funds to  
3 County by means of a County offset to Contractor claims to County are incorporated herein as Attachment V.

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

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

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

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

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

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

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

33 N. Withholding of Payment for Nonsubmission of IS and Other Information: County may  
34 withhold a maximum of 10 percent (10%) of any monthly claim, if any IS data, EOB data, or other information  
35 is not submitted by Contractor to County within the time limits of submission of this Agreement or if any IS  
36 data, EOB data, or other information is incomplete, incorrect, or is not completed in accordance with the



1 requirements of this Agreement. County shall give Contractor at least 15 working days written notice of its  
2 intention to withhold payments hereunder, including the reason(s) for its intended action. Thereafter,  
3 Contractor shall have 15 days either to correct any deficiencies, or to request reconsideration of the decision  
4 to withhold payment. Payment to Contractor shall not be withheld pending the correction of deficiencies, or if  
5 reconsideration is requested, pending the results of the reconsideration process.

6 O. Annual Cost Reports:

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

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

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

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

1 (4) If Contractor fails to correct inaccuracies in Annual Cost Report within thirty (30) days  
2 after receipt of written notification from the Director of Mental Health or his designee and said inaccuracies  
3 result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor,  
4 Contractor must return back to the County the amount of the loss of reimbursement that the County could  
5 have claimed if the inaccuracy was corrected by Contractor.

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

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

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

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

1 adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay  
2 County according to the method described in Subparagraph T (Payments Due to County/Method of Payment).

3 Q. Post Fiscal Year Audit Settlement:

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

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

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

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

35 For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by  
36 County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal

1 Administrative Activities furnished hereunder are less than the amounts reimbursable pursuant to this  
2 Agreement, then the difference shall be paid by County to Contractor, provided that in no event shall County's  
3 Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph C (Reimbursement For  
4 Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

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

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

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

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

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

1 Contractor shall have an opportunity to present, to Director, information bearing on the issue of whether there  
2 is a good cause justification for Contractor's failure to pay County within 60 days after the due date. The  
3 interest charges shall be: (1) paid by Contractor to County by cash payment upon demand and/or (2) at the  
4 sole discretion of Director, deducted from any amounts due by County to Contractor whether under this  
5 Agreement or otherwise.

6 V. Financial Solvency: Contractor shall maintain adequate provisions against the risk of  
7 insolvency.

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

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

20 (1) CalWORKs Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

36 (3) Reimbursement shall only be made for GROW services to the extent that funds are

1 allocated by the Department of Public Social Services (DPSS).

2 (4) Services to GROW beneficiaries shall be limited to Contractor's existing services as  
3 provided in this Agreement.

4 AA. Healthy Families:

5 (1) Healthy Families Reimbursement

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

11 (b) Reimbursement to the Contractor for services to Serious Emotionally  
12 Disturbed (SED) HFFM will be existing rates for existing mental health services under this Agreement.

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

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

26 CC. Contractor Requested Changes:

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

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

35 DD. Delegated Authority: Notwithstanding any other provision of this Agreement, County's  
36 Department of Mental Health Director or his designee may, without further action by County's Board of

1 Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement,  
2 under the following conditions:

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

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

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

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

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

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

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

31 If, thereafter, it is still determined that a significant portion of the Maximum Contract  
32 Amount will be underutilized, the County shall reallocate such funds, as provided above. The Director or his  
33 designee shall provide final prior written notice of such funding changes to Contractor, including any changes  
34 in the amount of services to be received by County, to Contractor, DMH Contracts Development and  
35 Administration Division, and to County's Chief Administrative Office. Any such change in any applicable  
36 Maximum Contract Amount shall be effected by an administrative amendment to this Agreement by Director



1 or his designee. Changes that are based on one-time circumstances will be applicable to the current contract  
2 year only and shall not result in reductions (or increases) of Maximum Contract Amounts in subsequent years,  
3 while changes that are based on clearly documented ongoing historical trends may result in ongoing  
4 reductions (or increases) of Maximum Contract Amounts in subsequent years.

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

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

16 6. PRIOR AGREEMENT(S) SUPERSEDED:

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

18 TITLE COUNTY AGREEMENT NUMBER DATE OF EXECUTION  
19 \_\_\_\_\_

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

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

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

29 \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_);

30 and for Fiscal Year \_\_\_\_\_ shall not exceed \_\_\_\_\_

31 \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_);

32 and for Fiscal Year \_\_\_\_\_ shall not exceed \_\_\_\_\_

33 \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

34 The supersession of this Agreement is not intended to supersede ongoing programs and/or special  
35 provisions (such as, deeds, leases, rentals, or space use) which are implemented by special amendments  
36 with Contractors. Such ongoing programs and special provisions set forth in special amendments can only be

1 affected by a written contract amendment that refers specifically to the provisions set forth in the Amendment.

2 For information on amendment(s) for special provisions for such ongoing programs and/or special  
3 services, see Exhibit(s) \_\_\_\_\_.

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

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

26 9. PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

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

24 11. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's  
25 performance under this Agreement on an every three (3) year basis. Such evaluation will include assessing  
26 Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which  
27 County determines are severe or continuing and that may place performance of the Agreement in jeopardy if  
28 not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective  
29 action measures taken by the County and Contractor. If improvement does not occur consistent with the  
30 corrective action measures, County may terminate this Agreement or impose other penalties as specified in  
31 this Agreement.

32 12. RECORDS AND AUDITS:

33 A. Records:

34 (1) Direct Services and Indirect Services Records: Contractor shall maintain a record of  
35 all direct services and indirect services rendered by all the various professional, para-professional, intern,  
36 student, volunteer and other personnel to fully document all services provided under this Agreement and in

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

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

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

33 (2) Financial Records: Contractor shall prepare and maintain, on a current basis,  
34 accurate and complete financial records of its activities and operations relating to this Agreement in  
35 accordance with generally accepted accounting principles, with the procedures set out in the Short-  
36 Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and

1 procedures which may be provided by County to Contractor. Minimum standards for accounting principles are  
2 set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be  
3 furnished to Contractor by County upon request. The above financial records shall include, but are not limited  
4 to:

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

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

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

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

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

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

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

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

21 (g) Employment records.

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

1 all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

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

7 B. Audits:

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

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

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

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

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

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

9 13. REPORTS:

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

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

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

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

22 C. Integrated System (IS):

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

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

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

36 (4) Contractor shall train its staff in the operation, procedures, policies, and all related

1 use, of the IS as required by County. County shall train Contractor's designated trainer in the operation,  
2 procedures, policies, and all related use of the IS.

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

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

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

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

26 B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor,  
27 shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or  
28 suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal  
29 Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall  
30 make the report on such abuse, and shall submit all required information, in accordance with PC Sections  
31 11166 and 11167.

32 C. Contractor Staff:

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



1 person has knowledge of, and will comply with, these code sections.

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

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

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

14 17. NONDISCRIMINATION IN SERVICES:

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

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

36 C. If direct services (i.e., 24-hour services, day services, targeted case management, mental

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

9 18. NONDISCRIMINATION IN EMPLOYMENT:

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

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

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

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

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

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

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

17 20. INDEMNIFICATION AND INSURANCE:

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

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

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

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

36 (d) Include copies of the additional insured endorsement to the commercial

1 general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and  
2 employees as insureds for all activities arising from this Agreement.

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

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

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

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

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

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

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

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

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

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

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

36 (b) Contractor providing evidence submitted by sub-contractors evidencing that

1 sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of  
2 evidence of sub-contractor insurance coverage at any time.

3 C. Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

1 Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage,  
2 brokerage, or contingent fee.

3 22. CONFLICT OF INTEREST:

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

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

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

24 24. INDEPENDENT STATUS OF CONTRACTOR:

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

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

34 C. Contractor understands and agrees that all persons performing services pursuant to this  
35 Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not  
36 employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers'

1 compensation benefits to any person as a result of any injuries arising from or connected with any services  
2 performed by or on behalf of Contractor pursuant to this Agreement.

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

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

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

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

23 27. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

36 C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties,

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

7 **28. SUBCONTRACTING:**

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

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

19 (1) The reasons for the particular subcontract.

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

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

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

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

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

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

30 "The contracting parties shall be subject to the examination and audit of the Auditor General  
31 for a period of three (3) years after final payment under contract (Government Code, Section  
32 8546.7)."

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

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

36 C. County shall review Contractor's request to subcontract and shall determine, in its sole



1 discretion, whether or not to consent to such request on a case-by-case basis.

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

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

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

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

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

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

33 J. In the event that County consents to any subcontracting, Contractor shall be solely liable and  
34 responsible for any and all payments and/or other compensation to all subcontractors and their officers,  
35 employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or  
36 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 \_\_\_\_\_ Service Delivery Site Exhibit, and Service Exhibit(s) \_\_\_\_\_  
23 \_\_\_\_\_, attached hereto and incorporated herein  
24 by reference, and Contractor's Negotiation Package for this Agreement, as approved in writing by Director,  
25 including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by  
26 reference but not attached, shall constitute the complete and exclusive statement of understanding between  
27 the parties which supersedes all previous agreements, written or oral, and all other communications between  
28 the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the  
29 definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service  
30 or other work, or otherwise, between the body of this Agreement and the other referenced documents, or  
31 between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to  
32 the body of this Agreement and its definitions and then to such other documents according to the following  
33 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 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_

35 /

36 /

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  
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7  
8 COUNTY OF LOS ANGELES  
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10  
11 By \_\_\_\_\_  
12 MARVIN J. SOUTHARD, D.S.W.  
13 Director of Mental Health  
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20 \_\_\_\_\_  
21 CONTRACTOR

22 By \_\_\_\_\_

23 Name \_\_\_\_\_

24 Title \_\_\_\_\_

25 (AFFIX CORPORATE SEAL HERE)  
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31  
32 APPROVED AS TO FORM  
33 OFFICE OF THE COUNTY COUNSEL  
34

35  
36 APPROVED AS TO CONTRACT  
37 ADMINISTRATION:  
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39 DEPARTMENT OF MENTAL HEALTH  
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42 By \_\_\_\_\_  
43 Chief, Contracts Development  
44 and Administration Division  
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

APPROVED AS TO FORM:

COUNTY OF LOS ANGELES

OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy County Counsel

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

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

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

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

ATTEST:

COUNTY OF LOS ANGELES

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

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

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

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT I**

**DEFINITIONS**

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

- A. "CCR" means the California Code of Regulations;
- B. "CGF" means County General Funds;
- C. "CalWORKs" means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both Federal and State funds;
- D. "Cash Flow Advance" means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;
- E. "Cost Reimbursement" or "CR" means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;
- F. "CPT" means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication;
- G. "CR/DC Manual" means SDMH's Cost Reporting/Data Collection Manual;
- H. "Day(s)" means calendar day(s) unless otherwise specified;
- I. "DCFS" means County Department of Children and Family Services;
- J. "Director" means County's Director of Mental Health or his authorized designee;
- K. "DMH" means County's Department of Mental Health;
- L. "DPSS" means County's Department of Public Social Services;
- M. "EOB" means 'Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and 'Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data;
- N. "EPSDT" means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;
- O. "Established Maximum Allowable Rate" means the Short-Doyle/Medi-Cal maximum reimbursement for a specific SFC unit as established by SDMH;
- P. "FFP" means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;

## DEFINITIONS CONTINUED

- Q. "Fiscal Intermediary" means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;
- R. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;
- S. "Gross Program Budget" is the sum total of the Net Program Budget and all "Third Party Revenues" shown in the Financial Summary;
- T. "GROW" means General Relief Opportunities for Work;
- U. "Healthy Families" ("HF") means the federally subsidized health insurance program administered by the State of California for the provision of comprehensive health services (including medical, dental and vision care) to children ages birth through 19th birthday from low income families;
- V. "Healthy Families Procedures Manual" ("HF Procedures Manual") means DMH's Healthy Families Procedures Manual for providers. The HF Procedure Manual contains the formal requirements, policies and procedures governing Healthy Families and is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the HF Procedures Manual upon execution of this Agreement;
- W. "IMD" means Institutions for Mental Disease. Hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;
- X. "IS" means DMH's Integrated System;
- Y. "Legal Entity" means the legal organization structure under California law;
- Z. "Master Agreement List" means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;
- AA. MHMIS means DMH's Mental Health Management Information System which is the Legacy clinical information and billing system;
- BB. "Maximum Contract Amount" is the sum total of all "Allocations" shown in the Financial Summary; except that the "Maximum Contract Amount" shall not include "Third Party Revenue" shown in the Financial Summary;
- CC. "Mental Health Services Act (MHSA)", adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health



## DEFINITIONS CONTINUED

- services provided by State and County agencies and requires the development of integrated plans for prevention, innovation, and system of care services;
- DD. "Member" or Title XXI Healthy Families Program Member ("HFPM") means an enrollee in any Healthy Families Health Plan through Healthy Families;
- EE. "MHRC" means Mental Health Rehabilitation Centers certified by the State Department of Mental Health;
- FF. "MRMIB" means the State of California Managed Risk Medical Insurance Board, the administrator of Healthy Families for the State of California;
- GG. "Negotiated Rate" or "NR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a SFC unit as defined by Director and which is shown on the Financial Summary. An NR is the gross rate of reimbursement which is generally determined by dividing Contractor's gross program cost of delivering a particular SFC by the number of such SFC units to be delivered. All fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same service shall be deducted from the cost of providing the mental health services covered by the Negotiated Rate. A portion of the State-approved NR, which in some cases may be higher than the contracted NR, may be retained by County as County's share of reimbursement from SDMH;
- HH. "Program Budget" is equal to the Maximum Contract Amount which is the sum total of all "Allocations" and "Pass Through" amounts shown in the Financial Summary. Unless otherwise provided in this Agreement, or separately agreed to in writing between the parties, it is the intent of the parties that the Net Program Budget shall be equal to the Maximum Contract Amount;
- II. "Organizational Provider's Manual" is the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;
- JJ. "PATH" means Projects for Assistance in Transition from Homelessness Federal grant funds;
- KK. "PHF" means a Psychiatric Health Facility. A health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons. This care shall include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;

## DEFINITIONS CONTINUED

- LL. "Request for Services (RFS)" is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;
- MM. "Request for Statement of Qualifications (RFSQ)" means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;
- NN. "SAMHSA" means Substance Abuse and Mental Health Services Administration Federal block grant funds;
- OO. "SDHS" means State Department of Health Services;
- PP. "SDMH" means State Department of Mental Health;
- QQ. "SDSS" means State Department of Social Services;
- RR. "SFC" means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;
- SS. "SNF-STP" mean Skilled Nursing Facility licensed by the State Department of Health Services, with an added Special Treatment Program certified by the State Department of Mental Health;
- TT. "State" means the State of California;
- UU. Statement of Qualifications (SOQ)" means a contractor's response to an RFSQ;
- VV. "Statement of Work (SOW)" means a written description of services desired by County for a specific Work Order;
- WW. "Title IV" means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;
- XX. "Title XIX" means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
- YY. "Title XXI" means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;
- ZZ. "UMDAP" means SDMH's Uniform Method of Determining Ability to Pay; and
- AAA. "WIC" means the California Welfare and Institutions Code.

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

L I N E #	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-EPSTD MEDI-CAL PROGRAMS FFP 50% County Local 50%	5 EPSTD MEDI-CAL PROGRAM FFP 50% SGF - EPSTD 40.87% County Local 9.13%
				Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)	
1	<b>A. Contractual Limitation By Responsible Financial Party:</b>					
2	CGF*	\$ -				
3	CGF - Psychiatric Emergency Services (PES)	-				
4	SAMHSA	-				
5	SAMHSA - Child Mental Health Initiative	-				
6	SAMHSA - Targeted Capacity Expansion	-				
7	PATH	-				
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)	-				
33	SB 90 (AB 3632 - SEP)	-				
34	Mental Health Services Act (MHSA)	-				
35	Mental Health Services Act (MHSA) - Full Service Partnership	-				
36	Mental Health Services Act (MHSA) - AB 2034 Services	-				
37	Medi-Cal, Healthy Families, or MAA FFP	-				
38	SGF - EPSTD	-				
39	<b>Maximum Contract Amount (A)</b>	\$ -				
40	<b>B. Third Party:</b>					0.50
41	Medicare	-				
42	Patient Fees	-				
43	Insurance	-				
44	Other	-				
45	<b>Total Third Party (B)</b>	-				-
46	<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, Divi

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

DMH Legal Entity Agreement  
 Page 2 of 2  
 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>A. 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		
MD - Like	05	36 - 39			
MD (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>B. 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>C. 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>D. OUTREACH SERVICES:</b>					
Mental Health Promotion	45	10 - 19			
Community Client Services	45	20 - 29			
<b>E. SUPPORT SERVICES:</b>					
Life Support/Board & Care	60	40 - 49			
Case Management Support	60	60 - 69			
Client Supportive Services (Cost Reimbursement)	60	64			
<b>F. Medi-Cal Administrative Activities (MAA):</b>					
VAA	55	01 - 35			

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT III**

Service Delivery Site Exhibit

CONTRACTOR NAME: \_\_\_\_\_

LEGAL ENTITY NO.: \_\_\_\_\_ PERIOD: \_\_\_\_\_

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

\*Legend: ASOC(A) Critical Care (CC) Homeless (H)  
CSOC (C) Court Programs (CP) Managed Care (MC)

**DMH Legal Entity Agreement  
ATTACHMENT IV**

**SERVICE EXHIBITS**

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

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

**DMH Legal Entity Agreement  
ATTACHMENT IV**

1	<u>Semi-Supervised Living Services</u>	<u>904</u>	
2	<u>Adult Residential Treatment Services (Transitional)</u>	<u>912</u>	
3	<u>Adult Residential Treatment Services (Long Term)</u>	<u>913</u>	
4	<u>Non-Hospital Acute Inpatient Services (La Casa PHF)</u>	<u>914</u>	
5	<u>Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)</u>	<u>915</u>	
6	<u>Assertive Community Treatment Program (ACT)</u>	<u>921</u>	
7	<u>Psychiatric Inpatient Hospital Services</u>	<u>930</u>	
8	<u>Primary Linkage and Coordinating Program</u>	<u>1001</u>	
9	<u>AB 34 Housing and Personal/Incidental Services</u>	<u>1002</u>	
10	<u>Service Provisions (Organizational Provider Only)</u>	<u>1003</u>	
11	<u>Consumer Run/Employment Program</u>	<u>1005</u>	
12	<u>AB 2034 State Demonstration Program (Housing Expenses)</u>	<u>1008</u>	
13	<u>AB 2034 State Demonstration Program (Personal and Incidental Expenses)</u>	<u>1009</u>	
14	<u>Client Supportive Services (<b><i>Includes Attachment A (Reimbursement Procedures)</i></b>)</u>	<u>1010-A</u>	
15	<u><b><i>and Attachment B (Monthly Claim for Cost Reimbursement)</i></b></u>		
16	<u>Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services</u>	<u>1011</u>	
17	<u>Mental Health 24-Hour Services Children Under Age 18 Basic Services</u>	<u>1012</u>	
18	<u>Supportive Services – Residential Programs (<b><i>Includes Attachment A</i></b>)</u>	<u>1013</u>	
19	<u><b><i>Reimbursement Procedures and Attachment B (Monthly Claim for</i></b></u>		
20	<u><b><i>Cost Reimbursement)</i></b></u>		
21	<u>Client Supportive Services-Full Service Partnerships (<b><i>Includes Attachment A</i></b>)</u>	<u>1014</u>	
22	<u><b><i>(Reimbursement Procedures and Attachment B (Monthly Claim for</i></b></u>		
23	<u><b><i>Cost Reimbursement))</i></b></u>		
24	<u>Full Service Partnership (FSP)</u>	<u>1015</u>	

**SECTION 1  
THREE (3) MONTH CASH FLOW ADVANCE SCHEDULE**

Month of Service		Disbursement	Recovery of the CFA Payment
Month 1	July	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 2	August	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 3	September	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 4	October	Contractor's State and County approved July claims minus the amount the July CFA exceeded the contractor's County and State approved July claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 5	November	Contractor's State and County approved August claims minus the amount the August CFA exceeded the contractor's County and State approved August claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 6	December	Contractor's State and County approved September claims minus the amount the September CFA exceeded the contractor's County and State approved September claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the September CFA exceeded the contractor's County and State approved September claims (September CFA minus September actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 7	January	Contractor's State and County approved October claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA. Recovery of any units of service deficiency.



Month 8 February	Contractor's State and County approved November claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 9 March	Contractor's State and County approved December claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 10 April	Contractor's State and County approved January claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 11 May	Contractor's State and County approved February claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 12 June	Contractor's State and County approved March claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 13 July	Contractor's State and County approved April claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.
Month 14 August	Contractor's State and County approved May claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.
Month 15 September	Contractor's State and County approved June claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.

**SECTION 2  
FIVE (5) MONTH CASH FLOW ADVANCE SCHEDULE**

Month of Service		Disbursement	Recovery of the CFA Payment
Month 1	July	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 2	August	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 3	September	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 4	October	Contractor's State and County approved July claims plus a CFA in the amount of 1/12 <sup>th</sup> of the MCA for EPSDT-SGF multiplied by 2 minus any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12 <sup>th</sup> of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 5	November	Contractor's State and County approved August claims plus a CFA in the amount of 1/12 <sup>th</sup> of the MCA for EPSDT-SGF multiplied by 2 any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12 <sup>th</sup> of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 6	December	Contractor's State and County approved September claims minus the amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 7	January	Contractor's State and County approved October claims minus the amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.

Month 8 February	Contractor's State and County approved November claims minus the amount the September CFA exceeded the contractor's County and State approved September claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the September CFA exceeded the contractor's County and State approved September claims (September CFA minus September actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 9 March	Contractor's State and County approved December claims minus the amount the October CFA exceeded the contractor's County and State approved October claims (October CFA minus October actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the October CFA exceeded the contractor's County and State approved October claims (October CFA minus October actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 10 April	Contractor's State and County approved January claims minus the amount the November CFA exceeded the contractor's County and State approved November claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the November CFA exceeded the contractor's County and State approved November claims (November CFA minus November actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 11 May	Contractor's State and County approved February claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 12 June	Contractor's State and County approved March claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 13 July	Contractor's State (FFP & EPSDT-SGF) and County approved April claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 14 August	Contractor's State (FFP & EPSDT-SGF) and County approved May claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 15 September	Contractor's State (FFP & EPSDT-SGF) and County approved June claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 53 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official (Official Name) \_\_\_\_\_

Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

**SAFELY SURRENDERED BABY LAW FACT SHEET  
(IN ENGLISH AND SPANISH)**

**No shame.**

**No blame.**

**No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grant Fisher Johnson, Secretary

**Department of Social Services**  
Rita Saez, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Krabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5-LA and INFO LINE of Los Angeles

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

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

### **What if a parent wants the baby back?**

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

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

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

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles



En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
State of California

Agencia de Salud y Servicios Humanos  
Health and Human Services Agency  
Graciela Lindquist, Secretaria

Departamento de Servicios Sociales  
Department of Social Services  
Rita M. Pineda, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Branly-Waltz Burke, Supervisora, Segundo Distrito

Za Varoljovsky, Supervisora, Tercer Distrito

Don Krabe, Supervisor, Cuarto Distrito

Michael A. Aabovitch, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.



### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

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

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

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

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT VIII**

**CROSSWALK FACT SHEET**

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

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Legal Entity Name

Company Name

Legal Entity Address, City, State Zip

Address

Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

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

OR

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

Signature

Date

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

Please print

## 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 contract funding.)

1	CGF	
2	CGF - Psychiatric Emergency Services (PES)	
3	SAMHSA	
4	SAMHSA – Child Mental Health Initiative	
5	SAMHSA – Targeted Capacity Expansion	
6	PATH	
7	CalWORKs – Flex Fund	
8	CalWORKs – Mental Health Services (MHS)	
9	CalWORKs – Community Outreach Services (COS)	
10	CalWORKs – Families Project – Client Support Services	
11	CalWORKs – Families Project – MHS & Targeted Case Management	
12	CalWORKs – Families Project - COS	
13	DPSS – GROW	
14	DCFS AB 2994	
15	DCFS Family Preservation	
16	DCFS Star View Life Support PHF	
17	DCFS Independent Living	
18	DCFS STOP (70%)	
19	DCFS Medical Hubs	

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	Mental Health Services Act (MHSA)	
34	Mental Health Services Act (MHSA) – Full Service Partnership	
35	Mental Health Services Act (MHSA) – AB 2034 Services	
36	Medi-Cal, Healthy Families, or MAA FFP	
37	SGF - EPSDT	

**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): \_\_\_\_\_

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
Contracts Development and Administration Division**

ATTACHMENT III

**CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS  
PERCENTAGE OF OWNERSHIP IN FIRM**

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	1736 Family Crisis Center	NP								
2	AIDS Project Los Angeles	NP								
3	Amanecer Community Counseling Services, Inc.	NP								
4	ASC Treatment Group	P							100	
5	Associated League of Mexican-Americans, Inc. dba ALMA Family Services	NP								
6	Bienvenidos Children's Center, Inc.	NP								
7	Braswell Rehabilitation Institute for Development of Growth and Education Services, Inc.	NP								
8	California Institute of Health and Social Services, Inc.	NP								
9	Center for Integrated Family and Health Services	NP								
10	Child and Family Center	NP								
11	Children's Bureau of Southern California	NP								
12	Children's Hospital Los Angeles	NP								
13	Children's Institute Inc.	NP								
14	Clontarf Manor, Inc.	P							50	50
15	Didi Hirsch Psychiatric Service	NP								
16	Drew Child Development Corporation	NP								
17	Educational Resource and Services Center, Inc.	NP								
18	El Centro de Amistad, Inc.	NP								
19	El Dorado Community Service Center	NP								
20	ENKI Health and Research Systems, Inc.	NP								
21	Ettie Lee Homes, Inc.	NP								
22	Exodus Recovery, Inc.	NP								

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**  
**Contracts Development and Administration Division**

ATTACHMENT III

**CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS**  
**PERCENTAGE OF OWNERSHIP IN FIRM**

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
23	Five Acres - The Boys' & Girls' Aid Society of Los Angeles County	NP								
24	Florence Crittenton Center	NP								
25	Florence Crittenton Services of Orange County, Inc.	NP								
26	Foothill Family Service	NP								
27	For The Child, Inc.	NP								
28	Gateways Hospital and Mental Health Center	NP								
29	Gay and Lesbian Adolescent Social Services, Inc.	NP								
30	Hathaway-Sycamores Child and Family Services	NP								
31	Health Research Association	NP								
32	HealthView, Inc.	NP								
33	The Help Group Child & Family Center	NP								
34	Helpline Youth Counseling, Inc.	NP								
35	Hillsides	NP								
36	Homes for Life Foundation	NP								
37	Institute for Multicultural Counseling & Education Services, Inc.	NP								
38	Intercommunity Child Guidance Center	NP								
39	Kamila Comprehensive Health Center, Inc.	NP								
40	Kedren Community Health Center, Inc.	NP								
41	Kids First Foundation, Inc.	NP								
42	Koreatown Youth and Community Center, Inc.	NP								
43	Lamp, Inc.	NP								
44	The Los Angeles Child Guidance Clinic	NP								

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
 Contracts Development and Administration Division

ATTACHMENT III

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS  
 PERCENTAGE OF OWNERSHIP IN FIRM

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
45	The Los Angeles Free Clinic	NP								
46	The Los Angeles Gay and Lesbian Community Services Center	NP								
47	Multiservice Family Center, Inc.	NP								
48	New Horizons Family Center	NP								
49	Ocean Park Community Center	NP								
50	Olive Crest Treatment Centers, Inc.	NP								
51	Pacific Clinics	NP								
52	Pacific Lodge Youth Services	NP								
53	Para Los Ninos	NP								
54	Parenting Institute Incorporated	NP								
55	Personal Involvement Center, Inc.	NP								
56	Portals House	NP								
57	Rosemary Children's Services	NP								
58	San Gabriel Children's Center, Inc.	NP								
59	"Serenity": Infant Care Homes	NP								
60	Social Model Recovery Systems, Inc.	NP								
61	St. Anne's Maternity Home	NP								
62	St. John's Hospital and Health Center	NP								
63	Stirling Academy, Inc.	P							50	50
64	Sunbridge Braswell Enterprises, Inc.	P	18	28		21		13	5	15
65	Tobinworld	NP								
66	Topanga-Roscoe Corporation	P							60.75	39.25

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS  
 PERCENTAGE OF OWNERSHIP IN FIRM

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
67	Travelers Aid Society of Los Angeles California	NP								
68	Trinity Youth Services	NP								
69	United American Indian Involvement, Inc.	NP								
70	Verdugo Mental Health Center	NP								
71	Vista Del Mar Child and Family Services	NP								
72	Westside Center for Independent Living, Inc.	NP								

Firm Status: NP = Non-Profit  
 P = For Profit  
 G = Governmental

**NOTE:** Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.