



PHILIP L. BROWNING  
Director

**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

Board of Supervisors  
HILDA L. SOLIS  
First District  
MARK RIDLEY-THOMAS  
Second District  
SHEILA KUEHL  
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Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

April 07, 2015

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

Dear Supervisors:

**REQUEST TO APPROVE FORM CONTRACT FOR WRAPAROUND APPROACH SERVICES  
WITH 49 AGENCIES AND EXTEND THREE CONTRACTS FOR  
RESIDENTIALLY BASED SERVICES**

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**SUBJECT**

The Department of Children and Family Services (DCFS), the Department of Mental Health (DMH), and the Probation Department (Probation) are requesting your Board's approval to enter into contracts with 49 qualified agencies, to provide Wraparound Approach Services for up to five years beginning May 1, 2015 through April 30, 2016, with an option to extend each contract up to four additional years. In addition, the departments seek delegated authority for the Directors of DCFS, DMH and the Chief Probation Officer, or their designees, to amend three current contracts for Residentially Based Services (RBS) Community.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached Form Contract (Attachment I) for Wraparound Approach Services and delegate authority to the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, to execute contracts substantially similar to Attachment I with the 49 service providers listed on Attachment II. The start date of the Contracts will be May 1, 2015, or the date of execution, whichever is later. The end date of the Contracts will be April 30, 2016, with an option to extend for up to four additional one-year periods through April 30, 2020. The estimated annual cost of services during the first year is \$106,460,534, and will be financed using 36% (\$38,325,792) Federal revenue, 33% (\$35,131,976) State revenue, and 31% (\$33,002,766) net County cost (NCC). The estimated annual cost of services for the subsequent years is \$106,460,534, and will be financed using 36% (\$38,325,792) Federal revenue, 33% (\$35,131,976) State revenue, and 31% (\$33,002,765) NCC. The total estimated cost of services for the term of the contract (assuming all four one-year extension options are exercised) is approximately \$532,302,670, and will be financed using 36%



## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County's current contracts for Wraparound approach services expire on April 30, 2015. Approval of the recommended actions will ensure continuation of these services to children who are currently residing or are at risk of being placed in group homes licensed at a Rate Classification Level (RCL) of 10 or above. Wraparound allows the County the flexible use of State foster care dollars to provide eligible children with family-based service as an alternative to group home care using Wraparound as the service alternative and compliance with the County's Katie A. Settlement Agreement and Katie A. Strategic Plan. Wraparound is an integrated, multi-agency, community-based system grounded in a philosophy of unconditional commitment to support families to safely and competently care for their children. The single most important outcome of the services is that children are in permanent homes maintained and supported by the community. If the recommended actions are not approved, the services to children with critical needs will cease and the affected children may have to be placed in out-of-home care or may be denied permanent placement.

The Wraparound Approach Services program is expected to assist in achieving program results to safely stabilize children with multiple, complex and enduring needs in permanent homes that are maintained by normal community services and supports. Achievement will be measured by the following performance targets: (1) a minimum of 75% of children that graduate from Wraparound live with their parents, relatives, or legal guardians, and remain with them while receiving services and six months after graduation; (2) a minimum of 85% of families whose children graduate from Wraparound continue using community based services and supports six months after graduation; (3) a minimum of 90% of the children receiving services do not have another substantiated allegation of abuse or neglect within one year of enrollment; (4) 94% of the children receiving services do not have another substantiated allegation of abuse or neglect within one year after graduating; and (5) a minimum of 90% of children have no unmet medical/physical needs while receiving services. DCFS will review monthly, quarterly and annually.

In 2010, Los Angeles County was selected to participate in an AB 1453 "Residentially Based Services" demonstration project to shorten timeframes to permanency for children who are currently in or at risk of residential care. The County's plan is to infuse residential care with Wraparound principles and practices (active family voice and choice, facilitated planning process, care coordination) and transform the traditional residential milieu to a therapeutic community without walls. The objectives of the RBS project are to: 1) shorten timeframes for durable permanency for youth who face a residential stay, 2) infuse residential care with Wraparound principles (e.g., active family voice and choice, facilitated planning process, care coordination, family finding), and 3) transform the traditional residential milieu to a therapeutic community without walls with subsequent community care. After residential placement, the RBS Community program transforms the services into an open, portable and transferable therapeutic community with the goal of shorter stays in group homes and increased permanency for foster youth. On November 18, 2014, your Board had granted delegated authority to the Director of DCFS to extend the RBS Residential and Community contracts by written notice, but with the end of the current Wraparound Approach Services contracts, DCFS will amend the contracts with the three RBS Community providers to extend only the RBS Community services.

During FY 2013-14, there were on average approximately 2,300 children enrolled in the Wraparound Approach Services Program. In the current FY 2014-15, DCFS projects enrollment levels to reach approximately 2,600 by June 30, 2015 and 3,000 by December 31, 2015.

## **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #3 Integrated Service Delivery: Maximize opportunities to improve client and community outcomes.

### **FISCAL IMPACT/FINANCING**

The estimated cost of services for the term of the Wraparound contract assuming all extension options are exercised is approximately \$532,302,670 and will be financed using 36% Federal Title IV-E revenue, 33% State revenue, and 31% NCC. The actual cost of the services will be dependent upon the reimbursement for tasks or services performed. Sufficient funding is included in the FY 2014-15 Adopted Budget and the FY 2015-16 Proposed County Budget.

Rate levels under SB 163 are based on the average cost to provide Wraparound Services. As indicated in RFSQ, CMS 12-055, \$2,100 is the transition (first) year Wraparound Approach Services payment/case rate per child eligible to receive services billed to Medi-Cal. The subsequent years Wraparound Approach Services payment/case rate will be \$1,680 per child eligible to receive services billed to Medi-Cal. The Wraparound Approach Services payment/case rate will be \$4,184 per child not eligible for a DMH Medi-Cal allocation for services.

The Form Contract does not financially obligate DMH to a specific level of mental health services. DMH utilizes their Legal Entity Agreements to contract with providers at a level of service for which funding is available.

The total estimated annual cost of the three RBS Community contract amendments is \$1,958,112, with each amended Contract costing approximately \$652,704. The estimated 14 month cost of the three Amendments is approximately \$2,284,464 and will be financed using 36% (\$822,407) Federal funds, 33% (\$753,873) State funds, and 31% (\$708,184) NCC.

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

DCFS evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply, as the contracts were not awarded under the provisions of Chapter 2.121. These services cannot be effectively performed by County employees because they require the utilization of resources that are not available in the County system. The Cost-of-Living Adjustment (COLA) provision does not apply to these contracts.

The RFSQ complies with CDSS – Manual of Policies and Procedures (MPP) Purchase of Service Chapter 23-600, 23-622 and was approved by California Department of Social Services Contracts on November 5, 2012. This Board letter and Form Contract were reviewed and approved by DMH and Probation. The Board letter and Form Contract were reviewed by the CEO and County Counsel. The Form Contract was approved by County Counsel as to form.

### **CONTRACTING PROCESS**

With approval from CDSS, DCFS used an RFSQ solicitation process to recruit qualified organizations to provide Wraparound Approach Services.

Newspaper advertisements for the release of the RFSQ were published in the Los Angeles Times and La Opinion and posted on the County's website. The RFSQ was released on September 20, 2013. The initial period for submitting Statements of Qualifications (SOQ) in response to the RFSQ

was from December 16, 2013, through January 7, 2014.

The initial Proposers Conference was held on October 1, 2013. Questions and answers, and all addenda were mailed to those who DCFS' records indicate received a copy of the RFSQ and/or attended the Proposers Conference, and were also posted on the County's website.

Listed on Attachment II are Wraparound Approach Service providers that: (1) met the minimum qualifications set forth in the RFSQ, and (2) were found to be responsive and responsible. The Form Contracts will be entered into with each of the providers listed on Attachment II. DCFS, DMH, and Probation have verified that providers listed on Attachment II who are current providers have no uncorrected deficiencies, as identified in program and fiscal audits that require immediate remediation.

One prospective contractor, Ettie Lee Homes, Inc. (Ettie Lee), a prior DCFS Group Home (GH) contractor, was placed in the Contractor Alert Reporting Database (CARD) as of April 11, 2014 for not taking appropriate steps to correct non-compliance issues in a timely manner. These issues were directly related to their GH placement services contract and Ettie Lee does not currently have a GH contract. In accordance with County CARD manual instructions, appropriate deductions were taken from Ettie Lee's RFSQ submission, which did not disqualify Ettie Lee.

The current average enrollment level (2,440 children as of December 2014) covered by the current contractors will carry over to their new contracts with the exception of one contractor, Gateways Hospital and Mental Health Center (Gateway), who did not respond to the solicitation. Gateway's cases will be transitioned to existing contractors. Contractors will receive Wraparound referrals on a rotational basis, upon execution of the contract.

Following the initial execution of contracts, DCFS has the option to schedule two subsequent periods for SOQ submission, as described above. Through the RFSQ, County reserved the right, at its sole discretion, to adjust the schedule for subsequent periods of SOQ submission, based upon the needs of County.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions, if approved, will allow for the implementation of new Wraparound Services contracts, continuation of RBS Community contracts, and compliance with the County's Katie A. Settlement Agreement and Katie A. Strategic Plan. Without the approval of the recommended actions, DCFS, DMH and Probation will not be able to continue contracting to provide these services.

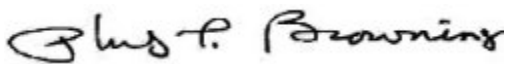
### **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DCFS, DMH, and Probation:

- 1) Department of Children and Family Services  
Contracts Administration Division  
Leticia Torres-Ibarra, Contracts Division Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

- 2) Department of Mental Health  
Contracts Development and Administration Division  
Richard Kushi, Administrative Services Division Chief  
550 South Vermont Avenue  
Los Angeles, CA 90020
  
- 3) Probation Department  
Contracts and Grants Management Division  
Latasha Howard (Tasha), Probation Director  
9150 East Imperial Highway  
Downey, CA 90242

Respectfully submitted,



PHILIP L. BROWNING

Director



MARVIN J. SOUTHARD, D.S.W.

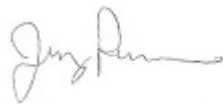
Director of Mental Health

PLB/MJS/JEP

EM:LTI:EO:jr

Enclosures

- c: Interim Chief Executive Officer  
County Counsel  
Acting Executive Officer, Board of Supervisors



JERRY E. POWERS

Chief Probation Officer

**WRAPAROUND APPROACH SERVICES CONTRACT  
(CFDA # 93.658)**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

---

Department of Children and Family Services (DCFS)  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, California 90020

Department of Mental Health (DMH)  
550 S. Vermont Avenue  
Los Angeles, California 90022

Probation Department (Probation)  
9150 East Imperial Highway  
Downey, California 90242

May 1, 2014

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COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
WRAPAROUND APPROACH SERVICES CONTRACT

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Exhibit D	Auditor-Controller Contract Accounting and Administration Handbook SB 84 Compliant
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Contract Number: \_\_\_\_\_

COUNTY OF LOS ANGELES  
WRAPAROUND APPROACH SERVICES

CONTRACT FOR

WRAPAROUND APPROACH SERVICES (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between

COUNTY of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

\_\_\_\_\_  
hereinafter referred to as  
"CONTRACTOR".

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services;

WHEREAS, the COUNTY desires to contract for Wraparound Approach Services pursuant to the provisions of the Welfare and Institutions Code (WIC) Section 18250, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to stabilize children with multiple, complex, and enduring needs and provide them with a permanent home maintained by a range of community-based services and supports;

WHEREAS, pursuant to the provisions of Senate Bill 163 (SB 163), the Wraparound Approach is established in the State of California; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such services, and for purposes of this contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) Circular A-133.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

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## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work (SOW), and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, followed by the SOW, Exhibit A and its Exhibits "A-1" through "A-18", then Exhibits B-1 through B-3 followed by all other Contracts exhibits, "C" through "P".
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
  - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
  - B. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
  - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

- D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
- E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" - means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services and/or the Director of the Department of Mental Health, and/or the Chief Probation Officer, or their authorized designee
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- K. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- N. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract. Subcontracting is not allowed. Any attempt by the CONTRACTOR to subcontract may be deemed a material breach of this Contract.



## 2.0 TERM

- 2.1 The term of this Contract shall commence on **May 1, 2015**, or the date of execution by the Directors of DCFS, DMH, and the Probation Department, whichever is later, and shall expire on **April 30, 2016**, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional one-year periods. Each such option and extension shall be exercised by written notice to the CONTRACTOR at the sole discretion of the Director of DCFS, or designee, with approvals from the Director of DMH or designee and the Chief Probation Officer or designee.
- 2.2.1 Contractor shall submit its annual Training Plan for the upcoming contract year to the County Program Manager 90 days prior to the end of the contract year (**January 31<sup>st</sup>**).
- 2.2.2 The renewal notices will include a copy of the Contractors approval Training Plan to be effective the upcoming contract year.
- 2.3 The term of this Contract may ~~also~~ be extended by written notice to the CONTRACTOR by the Director of DCFS or designee, with approvals from the Director of DMH or designee and the Chief Probation Officer or designee prior to the expiration of the contract term, for a period not to exceed six (6) months or **October 31, 2020**.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order when the COUNTY deems that it is necessary for the safety or well-being of the children receiving services under this contract, when Contractor fails to improve performance consistent with an approved corrective action plan, or when it is necessary to comply with Federal or State requirements. CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

## 3.0 CONTRACT SUM

3.1 Monthly Rate

Payment by COUNTY to Contractor shall be based on the average cost to provide Wraparound service, which is set at the rates identified in Section 3.2 and 3.3 below.

3.2 Medi-Cal Eligible Children/Youth Payment/Case Rate for the First Year.

3.2.1 All selected Wraparound Approach Services Contractors agree to the Payment Schedule and Acknowledgement Exhibit B-5. The transition (first) year Wraparound Approach Services payment/case rate will be \$2,100 per youth eligible to receive services billed to Medi-Cal, for the Contractors internal training and coaching to finalize their Wraparound Approach Services delivery model. The second year Wraparound Approach Services payment/case rate will be reduced to \$1,680 per youth eligible to receive services billed to Medi-Cal and all Contractors will fund any further or additional internal coaching and training required to maintain their Wraparound Approach Services Program delivery service model.

3.2.2 The Wraparound Approach Services Payment/Case Rate will remain at \$1,680 per youth eligible to receive services billed to Medi-Cal for each subsequent contract year. This payment/case rate will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment.

3.3 Non Medi-Cal Eligible Children/Youth Case Rate

The monthly case rate paid by COUNTY to CONTRACTOR is \$4,184 per month per child/youth who receives Wraparound Services, in accordance with Exhibit A, Statement of Work, paid for Wraparound enrolled youth not eligible for a DMH Medi-Cal allocation for Wraparound Services.

3.4 The execution of this Contract does not guarantee CONTRACTOR any minimum amount of business. Referrals will be made by the COUNTY. This Contract is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the services of other agencies that are the same or similar to Wraparound.

3.5 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

- 3.6 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-1, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget.
- 3.8 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
- 3.9 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit L, COUNTY's Administration.

#### **4.0 INSURANCE REQUIREMENTS**

##### **4.1 General Insurance Requirements**

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance")

also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

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

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division  
Attention: Wraparound Approach Services Contract Administrator  
425 Shatto Place, Room 400

Los Angeles, CA 90020

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

- 4.1.2 Additional Insured Status and Scope of Coverage: The COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 4.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon

which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and

defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

4.1.11 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

#### 4.2 Insurance Coverage Requirements:

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 4.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.
- 4.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **5.0 INVOICES AND PAYMENTS**

**(This section is subject to change with the new web-based Wraparound system)**

### 5.1 Invoices



- 5.1.1 For each child placed by COUNTY for whom services have been provided, CONTRACTOR shall invoice COUNTY monthly in arrears as of the last day of the month during which services are rendered, using the format provided by COUNTY in Exhibit B-3. The billing shall indicate the services for which reimbursement is being requested, and shall include the last and first name of each child, each child's State of California case number, monthly rate, the number of days each child received Wraparound for that month, aid type, RCL number, and facility type (group home, foster family agency, foster home, or group home). Billing shall be forwarded to COUNTY by the twentieth (20<sup>th</sup>) calendar day of the following month.

CONTRACTOR shall send original invoices to:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Luz E. Moran, Children Services Administrator II  
9320 Telstar Avenue, Room 215  
El Monte, CA 91731  
Email: [moranl@dcfs.lacounty.gov](mailto:moranl@dcfs.lacounty.gov)

CONTRACTOR shall send a copy of each invoice to:

County of Los Angeles  
Department of Children and Family Services  
Accounting Services Division  
Attention: Contract Accounting Services  
425 Shatto Place, Room 204  
Los Angeles, California 90020

Upon receipt of CONTRACTOR's monthly invoice, Accounting Services shall forward the invoice to the Wraparound Program Manager or designee for review and approval. The Wraparound Program Manager shall review the detailed charges to ensure that charges are in accordance with the Contract terms and that invoiced services have been rendered to each child.

- 5.1.2 CONTRACTOR shall submit a pro-rated invoice for placements lasting less than a full month, to be paid by COUNTY in accordance with PART I, Section 5.2, Payments, of this Contract. Questions regarding billing should be directed to the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.
- 5.1.3 COUNTY will provide written notice to CONTRACTOR within ten (10) business days of any changes in child's status that directly

affect payment or billing. COUNTY will inform CONTRACTOR of procedure to follow if notice is not provided pursuant to this Section.

5.1.4 The last and final invoice for the Contract period shall be submitted by the CONTRACTOR within sixty (60) days following the end of the Contract period. If CONTRACTOR is unable to provide the final invoice within the 60-day period, the CONTRACTOR shall notify in writing both the Accounting Services Division, Attention: Contract Accounting Services, and the Wraparound Program Manager of the reason(s) why CONTRACTOR cannot comply with this requirement, at the respective addresses given above in Section 5.1.1. Along with this notification, CONTRACTOR shall provide the estimated reimbursement per child, estimated total amount of the last and final invoice, and the anticipated date of submission of the last and final invoice.

5.1.5 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.1.5.1 Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306, inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

5.1.5.2 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY

will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a)-(d).

## 5.2 Payments

5.2.1 COUNTY shall pay CONTRACTOR in accordance with PART I, Section 3.0, Contract Sum, for each child enrolled in Wraparound.

5.2.2 In the event a child is detained in a COUNTY facility as a result of delinquency, or hospitalized, Wraparound will normally continue to both the child and Family to resolve crisis issues and to prepare for the child's return home. During this period of time, the designated slot shall be held for the child, and CONTRACTOR shall continue to provide services and supports and continue to receive the full monthly rate. Most of these occurrences will last only a few days. In the event the child's absence will exceed thirty (30) days, the Child and Family Plan of Care will be reviewed by the Child and Family Team and a recommendation made to the ISC regarding continuing or discontinuing services.

5.2.3 A child/youth may be disenrolled from Wraparound for any of the following reasons, and the corresponding impact on the Contractors performance measures will be:\*

5.2.3.1 The Plan of Care goals have been accomplished (as determined by the Child and Family Team, with the ISC's concurrence); (positive impact).\*

5.2.3.2 The child ages out (children may continue in foster care status, and thus Wraparound, until they turn 21 years old; (positive impact).\*

5.2.3.3 The child and Family move out of the geographic area or the child is removed from the jurisdiction; (neutral impact).\*

5.2.3.4 The court terminates or dismisses jurisdiction; (positive impact).

- 5.2.3.5 The court issues an order that the child will be disenrolled from receiving Wraparound Approach Services; (neutral impact).\*
- 5.2.3.6 The Child and Family Team agrees that the child and Family needs can be adequately served by generic/ lower level non-paid community resources. (positive).\*
- 5.2.3.7 The CONTRACTOR's assessment determines the child needs a referral to receive more intensive services within the first six weeks of Wrap enrollment. (positive impact)\*
- 5.2.4 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.2.5 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.
  - 5.2.5.1 COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 -.5, inclusive, and condition CONTRACTOR'S payments on timely submittal of invoices and the provision of requested information, by a date certain. Delay in providing this information as set forth, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment."

### 5.3 Overpayments

- 5.3.1 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate invoices, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term or discovered within five

(5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

5.3.1.1 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).

5.3.1.2 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.

5.3.1.3 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.

5.3.1.4 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

5.3.1.5 In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the

amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing.

The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 3. CONTRACTOR may, at its election, forgo an informal hearing and request a State Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261.

If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing, within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier.

Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

#### 5.4 Payment Errors

5.4.1 CONTRACTOR shall notify COUNTY within thirty (30) days of the receipt of any payment that is incorrect. Notification is made by completing the Payment Resolution Notification Form (COV 71) and sent to Finance Services Division, Attention: Contract Accounting Section, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Interest charges may be assessed from the thirtieth (30<sup>th</sup>) day following identification and written notification of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand. COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions.

CONTRACTOR will be required to repay any excess funds in accordance with PART I, Section 6.0, Use of Funds, of this Contract. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) days of written notice of payment resolution to CONTRACTOR.

- 5.4.2 In the event COUNTY identifies an excess payment made to CONTRACTOR, COUNTY will notify CONTRACTOR of such in writing. CONTRACTOR shall within thirty (30) calendar days of the Date of Receipt of such notice, return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a written notice of dispute, with accompanying documentation, to:

Bureau Deputy Director  
Bureau of Finance  
Department of Children and Family Services  
425 Shatto Place, Room 300  
Los Angeles, CA 90020

The Bureau Deputy Director will attempt to provide a written response to such dispute within thirty (30) calendar days of the receipt of the written notice of dispute.

- 5.4.3 CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) days after the date of the Bureau Deputy Director's or COUNTY Program Manager's decision.
- 5.4.4 Upon final determination of the amount owed, if CONTRACTOR refuses or is unable to repay the amount owed, COUNTY, at its sole discretion, may collect directly or refer the case to the appropriate COUNTY agency.
- 5.4.5 COUNTY may charge interest, as described in Section 5.3.1 above, if payment errors are not promptly repaid.
- 5.4.6 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.

5.4.7 COUNTY has no obligation to pay for expenditures by CONTRACTOR that exceed the monthly payment rate as defined in PART I, Section 3.2 and Section 3.3, Monthly Rate.

5.5 Reporting

5.5.1 CONTRACTOR must have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions including contracting billing records management and quality assurance.

5.5.2 Each CONTRACTOR shall maintain separate accounting records for the Wraparound Program in this Agreement, and shall provide within thirty (30) days of the close of each COUNTY Fiscal Year an accounting of revenue and expenditures for the Wraparound Program, to be sent to Accounting Services Division, Attention: Contract Accounting Services, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Revenue shall include only revenue received from COUNTY pursuant to this Agreement, and expenditures shall include the related expenses of this program paid with said revenue.

5.6 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.



## 6.0 USE OF FUNDS

- 6.1 If CONTRACTOR is organized as a Federal Tax Exempt and non-profit corporation, it shall conduct itself in accordance with all accounting and operating requirements of such status throughout the term of this contract.
- 6.2 The monthly rate for all filled slots is provided as a funding pool. CONTRACTOR is allowed to use this pool to spend more or less on individual Families and children depending on their individual plans and needs. Funds are a resource for the child and Family, which must be tied to a plan of care and its associated budget through individualized planning and approval process. CONTRACTOR shall use funds to supplement not replace existing avenues for meeting needs
- 6.3 CONTRACTOR shall use all funds (Title IXX Medi-Cal, Medi-Caid, Temporary Assistance to Needy Families (TANF), Healthy Families, and AFCD-FC) paid to and expended by Contractor only for the care and services and reasonable and allowable expenditures in providing the necessary Services, as specified in this Contract Statement of Work for children enrolled by the COUNTY in Contractor's Wraparound Approach Services program. Such expenditures shall be in accordance with the California Department of Social Services Manual of Policy and Procedures and applicable federal regulations including, 45 Code of Federal Regulations (CFR) Part 74, and the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-profit Organizations" or 41 CFR, "Public Contracts and Property Management" or any federal regulations that supersede these. In the event of conflict between State and federal regulations or between State regulations and COUNTY policies in determining the allowability of cost such conflict or inconsistency shall be resolved by giving precedence to Federal regulations. Any funds not expended in accordance with the above regulations will be disallowed on audit, and will require repayment by CONTRACTOR. Reasonable funds may be rolled over between fiscal years as a prudent reserve.
- 6.4 By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in the County Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D); California Manual of Policy and Procedures, Sections 11-400, 11-402, 11-403, 11-404, and 11-420; the applicable federal regulations 41 CFR, , 45 CFR Part 74 and 74.2, OMB Circular A-122 (Exhibit A-11), or any federal regulations that supersede these.. .

- 6.5 In addition to the monthly rate, CONTRACTOR must be qualified and authorized to access categorical funding for which a Family/child is qualified, including, but not limited to, Title IXX Medi-Cal, Medi-Caid, Temporary Assistance to Needy Families (TANF), and Healthy Families
- 6.6 Agency staff must be able to access the agency's funding pool in a timely manner. In some instances this may be as short as two (2) hours if there is an urgent need
- 6.7 Any AFDC-FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II, Section 42.0 Notice of Dispute and Section 59.0 Review of Use of Funds.
- 6.8 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Wrap Children, and to determine the appropriate disposition of unallowable Expenditures.
- 6.9 Total accumulated unexpended funds (TAUF) shall include CONTRACTOR's unexpended funds. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit B-4).
- 6.10 At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than two months budgeted revenues for COUNTY's Wraparound Approach Services Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of Wrap enrolled Children for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of the Children and Families it serves for reasonable and allowable costs, and shall submit the plan to County Program Director for review and approval within 60 Days of the fiscal year end. OMB Circular A-122 (Exhibit A-11); California Manual of Policy and Procedures, Sections 11-400, 11-402, 11-403, 11-404 through 11-404.2.24, and 11-420; and 45 CFR 74.2 provide examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF.

However, all CONTRACTOR plans for uses of TAUF require pre-approval by the COUNTY.

- 6.11 If the plan is not approved, CONTRACTOR shall, in consultation with COUNTY, work to develop a revised plan that is acceptable to COUNTY within 30 days of denial of proposed plan. DCFS shall respond in writing within 25 days of receipt of CONTRACTOR's revised plan. CONTRACTOR shall respond with any proposed amendments to revised plan within 15 business days of receipt of DCFS' written response. DCFS will issue a final plan within 5 days of receipt of CONTRACTOR's amendments.
- 6.12 CONTRACTOR's failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, requesting repayment of funds.

## 7.0 NOTICES

- 7.1 Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by electronic or first class mail, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by first class mail, or e-mail, addressed to the following:

County of Los Angeles  
Department of Children and Family Services  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

E-mail: [Wrap@dcfs.lacounty.gov](mailto:Wrap@dcfs.lacounty.gov)

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, sent by electronic or first class mail, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated in Exhibit F-1, Contractor's Administration or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 7.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol, or exhibit to this Contract shall be sent by first class and electronic mail.

**STANDARD TERMS AND CONDITIONS**

**PART II: STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

**1.1 CONTRACTOR’s Program Manager**

1.1.1 CONTRACTOR’s Program Manager is designated in Exhibit F-1, CONTRACTOR’s Administration. The CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR’s Program Manager.

1.1.2 CONTRACTOR’s Program Manager shall be responsible for CONTRACTOR’s day-to-day activities as related to this Contract and shall coordinate with COUNTY’s Program Manager and Program Monitor on a regular basis.

**1.2 Approval of CONTRACTOR’s Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR’s staff performing work hereunder and any proposed changes in CONTRACTOR’s staff, including, but not limited to, CONTRACTOR’s Program Manager.

**1.3 Confidentiality**

1.3.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

1.3.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY’s computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY’s prior written consent.

- 1.3.3 CONTRACTOR shall inform all of its directors, officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 1.3.4 CONTRACTOR shall sign and adhere to the provisions of Exhibit E-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 1.3.5 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit E-2, CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement.
- 1.3.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit E-3, CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement.
- 1.3.7 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 1.3.8 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.
- 1.3.9 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 1.3, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 1.3 shall be conducted by CONTRACTOR and performed by counsel selected by

CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

1.3.10 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

1.3.11 Confidentiality Requirements for Probation

1.3.11.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

1.3.11.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit O, Confidentiality of CORI Information, in Exhibit O, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

## **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections are designated in Exhibit L, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with PART II, Section 8.0, Changes and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

## 2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## 2.3 The COUNTY's Program Manager is responsible for overseeing the day-to-day administration of this Contract.

### 2.3.1 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Manager.

### 2.3.2 Request for Removal of Contractor's staff

## 3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable Federal, State and Local laws. Including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.



#### **4.0 ASSIGNMENT BY CONTRACTOR**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

#### **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

#### **6.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees,

independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

- 6.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 6.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 6.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 6.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **7.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **8.0 CHANGES AND AMENDMENTS**

8.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 8.0. COUNTY shall give CONTRACTOR thirty (30) Days prior written notice delivered by electronic mail, of its intent to make such changes and amendments hereunder. Such revisions shall be in writing and shall be accomplished in the following manner:

8.1.1 Exhibits A-2, A-3, A-4, A-5, A-7 through A-16, may be changed unilaterally by electronic mail transmitted from the County Program Director notifying CONTRACTOR with the new version of the exhibits or required forms, 30 days prior to the effective date of the proposed change, to reflect changes in County, State or Federal law, regulation, or ordinances, court orders, or court rules or in COUNTY policies or procedures.

8.2 For any change which does not affect the scope of work, period of performance, payments, or which not materially alter any term or condition included in this Contract, or for any change in CONTRACTOR's name or in their Program Statement, or for any change to exhibits described in Sub-section 8.1.1, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee, with the approvals from Director of DMH or designee and the Chief Probation Officer or designee.

8.3 The Director of DCFS, or designee, may sign an Amendment to this Contract without further action by the Board of Supervisors to increase or decrease the Maximum Annual Contract Sum by no more than fifty percent

of the Maximum Contract Sum, if necessary to accommodate any unanticipated increase or decrease in units of service, only under the following conditions as applicable:

- 8.3.1 The amendment shall be in compliance with applicable COUNTY, State and federal regulations; and
  - 8.3.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
  - 8.3.3 Prior approvals are obtained from the Director of DMH or designee and the Chief Probation Officer or designee; and
  - 8.3.4 Prior CEO approval is obtained and notice given to County Counsel.
- 8.4 Except as provided in this section, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, in the event the Directors and Chief Probation Officer has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 8.5 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS, and executed by the CONTRACTOR and the Director of DCFS, with the approvals from the Director of DMH and the Chief Probation Officer.

## **9.0 CHILD ABUSE PREVENTION REPORTING**

- 9.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 9.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

- 9.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 9.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- 9.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **10.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 10.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program
  - 10.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, Family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
  - 10.1.2 As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 10.2 Termination for Breach of Warranty to Maintain Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 9.1, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to PART II, Section 53.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

## 11.0 COMPLAINTS

- 11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 11.2 CONTRACTOR shall have current policy for receiving, investigating and responding to user complaints, which is attached as Exhibit M.
  - 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
  - 11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.
  - 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any

such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

### **13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit H, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

### **14.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment G, and incorporated by reference into and made part of this Contract.

#### **14.1 Written Employee Jury Service Policy**

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



- 14.1.2 For purposes of this Section, “Contractor” means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. “Employee” means any California resident who is a full time employee of CONTRACTOR. “Full time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
- 14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 14.1.4 CONTRACTOR’s violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **15.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **16.0 CONFLICT OF INTEREST**

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

## **17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open

position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

## **18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

## **19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit D, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)**

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

## **21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

21.1.1 CONTRACTOR shall ensure that appropriate staff is available to fulfill obligations outlined the SOW in the event of any scheduled

or unscheduled agency CFT staff absences including but not limited to timely POC and Crisis Plan completion.

- 21.2 For federally funded agreements in the amount of \$25,000 or more, the CONTRACTOR certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs and activities.
- 21.3 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 21.4 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.5 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.6 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to

object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 21.7 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.8 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.9 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 21.9.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.10 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.11 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: [http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

## **22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit J, the COUNTY seeks to ensure that all COUNTY contractors who receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor who receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202)

## **23.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit I, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit I, CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

## **24.0 CONTRACTOR'S WORK**

24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

24.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be

deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **25.0 COUNTY'S QUALITY ASSURANCE**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards as specified in the Contractors Statement of Qualifications (SOQ) submission attached to the contract as Exhibit A-17. This includes the Contractor's Quality Assurance Plan submitted as a part of its SOQ.

- 25.1 CONTRACTOR deficiencies or noted non compliance, which COUNTY determines are severe or continuing and that may place the successful performance of the Contract in jeopardy, will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action plan or measures taken by the COUNTY and/or the CONTRACTOR.
- 25.2 If improvement does not occur consistent with the approved corrective action plan or measures, the COUNTY may place the Contractor on a Stop Work, or may terminate this Contract or impose other penalties as specified in this Contract.

## **26.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 26.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 26.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of CONTRACTOR to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the

rights and remedies available to COUNTY under any other provision of this agreement, failure of CONTRACTOR to cure such default within ten (10) calendar days of notice shall be grounds upon which COUNTY may terminate this agreement and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

## **27.0 EMPLOYEE BENEFITS AND TAXES**

- 27.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 27.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

## **28.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 28.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 28.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **29.0 EVENTS OF DEFAULT**

- 29.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:



- 29.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- 29.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

## 29.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

- 29.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
- 29.2.2 The filing of a voluntary petition in bankruptcy;
- 29.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;
- 29.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

## 29.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## **30.0 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

### **31.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

### **32.0 FORMER FOSTER YOUTH CONSIDERATION**

32.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in PART II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant position(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Youth Development Services Division  
Attention: Division Chief  
3530 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010

FAX: (213) 637-0036

32.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

32.3 CONTRACTOR is exempt from the provisions of this Section 30.0 if it is a governmental entity.

### **33.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

### **34.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents and volunteers ("County Indemnitees") from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **35.0 INDEPENDENT CONTRACTOR STATUS**

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

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

35.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

35.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit E-2, "CONTRACTOR'S

Employee Acknowledgement and Confidentiality Agreement.” The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit E-3, CONTRACTOR’s Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement.”

### **36.0 LIQUIDATED DAMAGES**

- 36.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 36.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR’s payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame; and/or
  - (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 36.3 The action noted in Sub-section 37.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

36.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the SOW, Exhibit A, Performance Measure Summary or Sub-section 36.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

### **37.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential CONTRACTORS must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

### **38.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

### **39.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

39.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

39.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit H, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

39.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 39.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 39.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 39.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 39.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 39.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **40.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

#### **41.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

#### **42.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

#### **43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit G.

#### **44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **45.0 PROPRIETARY RIGHTS**

45.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

45.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in

software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 45.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:
  - 45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;
  - 45.5.2 Any materials, data and information covered under Sub-section 45.2; and
  - 45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 45.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are



necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

45.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

#### **46.0 PUBLIC RECORDS ACT**

46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to PART II, Section 48.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

46.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **47.0 PUBLICITY**

47.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain

itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

47.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

47.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

47.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

#### **48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

48.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at

COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 48.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 48.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 48.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 48.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

## **49.0 RECYCLED-CONTENT PAPER**

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **50.0 SAFELY SURRENDERED BABY LAW**

50.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

50.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit N, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **51.0 SHRED DOCUMENT**

51.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

51.2 Documents for record and retention purposes in accordance with Subsection 48.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **52.0 SUBCONTRACTING**

The CONTRACTOR shall not subcontract the requirements of this Contract. Any attempt by the CONTRACTOR to subcontract may be deemed a material breach of this Contract.

## **53.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

53.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

53.1.1 CONTRACTOR has materially breached this Contract;

53.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

53.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

53.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 53.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

53.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or

contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

53.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 53.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

53.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 53.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 53.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

53.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

- 53.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **54.0 TERMINATION FOR CONVENIENCE**

- 54.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- 54.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 54.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
  - 54.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 54.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

#### **55.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 55.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 55.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be

made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

## **56.0 TERMINATION FOR INSOLVENCY**

56.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

56.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

56.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **57.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.



## **58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **59.0 REVIEW OF USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

## **60.0 VALIDITY**

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

## **61.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **62.0 WARRANTY AGAINST CONTINGENT FEES**

62.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

62.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**63.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By:

\_\_\_\_\_  
PHILIP L. BROWNING, Director  
Department of Children and Family Services

\_\_\_\_\_  
Marvin J. Southard, DSW, Director  
Department of Mental Health

\_\_\_\_\_  
Jerry Powers, Chief Probation Officer  
Probation Department

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
MARK J. SALADINO, COUNTY COUNSEL

BY \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

County of Los Angeles  
Department of Children and Family Services

**WRAPAROUND APPROACH SERVICES**

**EXHIBIT A: STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**WRAPAROUND**

**STATEMENT OF WORK**

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**STATEMENT OF WORK  
PART A – INTRODUCTION**

**1.0 DEFINITIONS**

- 1.1 The following words in this SOW shall have the meanings given below, unless otherwise apparent from the context in which they are used.
- 1.1.1 **Case Rate**, sometimes referred to as flexible funding, shall be defined as the monthly rate paid by COUNTY to CONTRACTOR to pay for services and activities that support the Child and Family Plan of Care and in the Child and Family Team meeting minutes, but are not billable to Medi-Cal (formerly EPSDT).
- 1.1.2 **Child and Adolescent Functional Assessment Scales (CAFAS)** shall be defined as a rating scale, which assesses a child's degree of impairment in day-to-day functioning due to emotional, behavioral, psychological, psychiatric, or substance abuse problems.
- 1.1.3 **Child and Family Plan of Care (POC)** shall be defined as the written document developed by the Child and Family Team that lists the: (1) vision and mission statement; (2) Life Domains; (3) strengths of the Family and child; (4) needs that must be addressed to achieve goals for both the Family and the lead public agency; (5) Family and community safety and crisis response plan(s); (6) type, frequency, duration, and financial responsibility for the components of the POC; (7) interventions/strategies based on the strengths and needs identified; (8) Family's signatures; and (9) desired outcomes of the Wraparound services.
- 1.1.4 **Child and Family Specialist (CFS)** shall be defined as the CONTRACTOR's employee who works with the Wraparound Facilitator and Parent Partner and participates in the Child and Family Team to provide direct services to the child and Family as identified in the POC. The CFS is responsible for working with children and their families in their home/out-of-home placements and their respective communities.
- 1.1.5 **Child and Family Team (CFT)** shall be defined as the team comprised of individuals committed to work with and support the child or youth and the family to meet their needs and achieve their goals. In addition to the child or youth and their family, the CFT includes the various agency (DCFS CSW, Probation DPO) and provider staff (Family Facilitator, CFS, and Parent Partner, and Clinician) involved in service delivery to the family, plus people who are informal (natural, non-paid) support persons including relatives, friends or other community resources.

- 1.1.6 **Clinician** (also know as Rendering Provider) shall be defined as CONTRACTOR's employees who are eligible to complete assessments and do therapy with children/youth enrolled in Wraparound; brings technical knowledge and expertise, serves as bridge between the strength based, needs driven, family-centered wraparound process and the Medi-Cal planning and billing process to the CFT.
- 1.1.7 **Community** shall be defined as the people, businesses, organizations, and adjacent business districts within a Service Planning Area (SPA), that are active or potential stakeholders in many issues and activities affecting their neighborhood(s) and business(es) in the SPA.
- 1.1.8 **Community-Based Services** shall be defined as a service delivery approach within the Family's Community that emphasizes strengthening the Family's ability to access traditional, non-traditional, and informal services and that: (1) supports the Family in meeting their needs; and (2) utilizes no-cost and low-cost methods of meeting their needs.
- 1.1.9 **Continuous Quality Improvement** shall be defined as a method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies processes and procedures as needed.
- 1.1.10 **Core Practice Model** shall be defined as the shared foundations of practice developed by the County of Los Angeles Department of Children and Family Services, Department of Mental Health, and Probation Department that guide all interactions with a family and community as detailed in Exhibit A-3.
- 1.1.11 **Disenrollment** shall be defined as when the Family, CONTRACTOR and the Interagency Screening Committee agree to terminate services after exhausting all possible ways to continue Wraparound. The Family must sign the Notice of Intent signifying their wish to end participation in Wraparound. CONTRACTOR shall continue to provide Wraparound services until the ISC signs the Notice of Intent, unless the Family refuses services.
- 1.1.12 **Medicaid** shall be defined as the federal and state program that provides federal reimbursement to states for some of the costs of medical care for the poor and disabled. The State Department of Health Services is the "single State agency" charged with administering the program. Reimbursement for eligible mental health services are processed to the agency through the State Department of Mental Health.
- 1.1.13 **Medi-Cal** shall be defined as California's Medicaid Program (formerly referred to as EPSDT).



1.1.14 **Facilitator** shall be defined as CONTRACTOR's employee who leads the individual CFT by: (1) following the four phases of Wraparound and all the activities identified; (2) ensuring the principles of Wraparound and The Core Practice Model are adhered to by all team members; (3) ensuring that all the strengths, needs, and underlying needs are identified; (4) ensuring all the identified services are provided in a timely and appropriate manner; (5) being the contact point for children, families, service providers, and the Community; and (6) ensuring the County representative(s) has adequate opportunities for input and access to the team and planning process.

1.1.15 **Family** shall be defined as the adults committed to a child, who are able to meet, or support the child's needs in their Community, and may include birth, step, blended, adoptive, extended, or foster families, or legal guardians, or other caregivers.

1.1.16 **Family Safety and Crisis Plan** shall be defined as the document that provides the child and Family with actions, contacts, responses and responsibilities to any crisis the child or Family may encounter while enrolled in Wraparound. Each Family Safety and Crisis Plan shall have both proactive and reactive strategies that shall be reviewed following a crisis and updated, if necessary, to ensure that it is accurate with respect to the child's and/or Family's needs.

1.1.17 **Freedom of Choice** shall be defined as local Mental Health Programs informing clients receiving services under the Rehabilitation Option, including parents or guardians of children/adolescents, verbally or in writing, that:

- Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.
- They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider and/or staff person/therapist/case manager.

1.1.18 **Graduated** shall be defined as successful completion of meeting the Family's goals and needs as defined by the Family and the CFT as documented in the POC. The Family and the responsible County representative must sign the Intent to Graduate form. The provider must continue to provide Wraparound until the Intent to Graduate is signed by the Interagency Screening Committee, unless the Family refuses services.

1.1.19 **Informal Support** (also known as Natural Supports) shall be defined as the family's network of interpersonal and community

relationships. Informal supports are active unpaid team members/participants who will be available to the family during and after the close of Wraparound services.

- 1.1.20 **Intensive Care Coordination (ICC)** shall be defined as the responsibility of the CFT in facilitating assessment, care planning and coordination of services. The CFT Facilitator is the single point of accountability for ensuring that the team secures and coordinates all necessary services and supports.
- 1.1.21 **Intensive Home-Based Mental Health Services (IHBS)** shall be defined as individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning. IHBS may include non-traditional services, such as social assistance, and naturally occurring support systems. Interventions shall be aimed at helping the child build skills necessary for successful functioning in the home and community and improving the Family's ability to help the child/youth successfully function in the home and community. Services are delivered according to an individualized treatment plan developed with the Child and Family Team.
- 1.1.22 **Interagency Screening Committee (ISC)** shall be defined as an interagency screening/review team for Wraparound referrals, which also assigns all referrals to providers and provides support. The ISC is comprised of representatives from the Departments of Children and Family Services, Mental Health and Probation. There is at least one (1) ISC in each SPA that is responsible for screening and assigning all referrals.
- 1.1.23 **Life Domains** shall be defined for Wraparound children and families as referring to the areas of safety; family; legal; emotional/behavioral; school/educational; money matters; housing/living environment; social relationships; fun/recreational; health/medical; work/vocational; and cultural/spiritual on the POC.
- 1.1.24 **Long Term View** shall be defined as the degree to which there are stated, shared, and understood, safety, well-being, and permanency outcomes and functional life goals for the child and family that specify required protective capacities, desired behavior changes, sustainable supports, and other accomplishments necessary for the child and family to achieve and sustain adequate daily functioning and greater self-sufficiency necessary for safe case closure.
- 1.1.25 **Open Episode** shall be defined as an open case in the Department of Mental Health's (DMH) Integrated System (IS).

- 1.1.26 **Parent Partner** shall be defined herein. A Parent Partner must have been the parent or primary caregiver (Primary caregiver is defined as a parent (nor foster parent) who has 24/7 legal responsibility for the child/youth) of a child/youth who received services. At the time of hire, Parent Partners must not have an open probation case for at least one (1) year. For DCFS cases, if closed less than one (1) year, written approval is required from DCFS Program Manager. Requests will be reviewed and responses provided on a case by case basis. A Parent Partner can have a child who receives or received services from the State Regional Center of or DMH.
- 1.1.27 **Perseverance** shall be defined as a commitment to a Wraparound child and Family to successfully complete the Wraparound process without ejection by adjusting the plan and/or services to accommodate changes, crises, or new circumstances, as needed.
- 1.1.28 **Protective Capacity** shall be defined as a Family's strengths or resources that reduce or prevent threats of serious harm from arising or having an unsafe impact on a child.
- 1.1.29 **Protective Factors Framework** shall be defined as the foundation of the Strengthening Families Approach: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence of children. Research studies support the common-sense notion that when these Protective Factors are well established in a family, the likelihood of child abuse and neglect diminishes. Research shows that these protective factors are also "promotive" factors that build family strengths and a family environment that promotes optimal child and youth development.
- 1.1.30 **Resources Management Process (RMP)** shall be defined as an interagency review team comprised of representatives from DCFS and DMH that is responsible for making/reviewing all enrollment decisions regarding all intensive mental health services. The RMP shall identify DCFS children that are appropriate to receive Wraparound services, and shall provide the ISC with the approved referral for provider assignment.
- 1.1.31 **Respite Care** shall be defined as the provision of child care, designed to provide a needed brief period of relief or rest, either in-home or out-of-home, to parent(s), foster parent(s), or foster care eligible relatives.
- 1.1.32 **Rotation** shall be defined as the process used by the ISC to assign a new referral or open case transfer from a Wraparound Agency in one SPA to a Wraparound Agency in another SPA. Rotation is SPA specific and includes all Wraparound Agencies for that SPA.

- 1.1.33 **Self-Referrals** shall be defined as youth currently receiving non-Wraparound services (outpatient therapy, non-public school, etc.) through CONTRACTOR, who meets Wraparound criteria and could benefit from more intensive services, and is therefore self referred by CONTRACTOR to the CONTRACTOR's Wraparound program.
- 1.1.34 **Self-Sufficiency** shall be defined as the Family's ability to secure the services and supports it needs to keep the child in the Community and thriving without the assistance of Wraparound, or supervision from DCFS or Probation.
- 1.1.35 **Service Planning Area (SPA)** shall be defined as one (1) of the eight (8) geographical regions or Children's Planning Councils in COUNTY in order to plan and promote collaboration among residents, private agencies, and public agencies to better support families.
- 1.1.36 **Single Case File** shall be defined as a single unified record maintained by the CONTRACTOR that includes the POC, documentation of all services and supports provided to the Family, and all other relevant child and Family information.
- 1.1.37 **Single Fixed Point of Responsibility (SFPR) Coordinator** shall be defined as the individual who has Care Coordination oversight for a specific client as defined in section 2.7 of the Los Angeles County Department of Mental Health Policy across the DMH System of Care and is identified in the DMH electronic database at the client level. (See Policy no. 202.31 attached as Exhibit A-4).
- 1.1.38 **Special Incident Report (SIR)** shall be defined as documentation of an incident, including, but not limited to: (1) death or injury of a child; (2) occurrence of an open case of maltreatment against the caregiver; (3) hospitalization of a child; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act of violence/property damage by the child; or (6) threats of physical violence by others.
- 1.1.39 **Transfer** shall be defined as a reassignment of a Child/Youth from one Wraparound Agency to another when it reflects the best interest of the child.
- 1.1.40 **Underlying Needs** shall be defined as the causes or conditions behind what drives behavior. Underlying needs are core human desires (need to feel accepted, safe, loved, etc.) and should not be confused with wants (better car, larger house, etc.) or demands (do better in school, stop using drugs, etc.) or services (therapy, anger management classes, etc.). Underlying needs are unique to every person and family and are critical for achieving short and long term success.

1.1.41 **Wraparound Fidelity Index, EZ (WFI-EZ)** shall be defined as a tool used in a multi-method approach to assess the quality of individualized care planning and management for children with complex needs and their families.

1.1.42 **Wrap Line** shall be defined as a consumer voice mailbox operated by the COUNTY.

## 2.0 STAFFING

2.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met:

2.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks are conducted and maintained for all of CONTRACTOR's staff and volunteers as well as all subcontractor's staff and volunteers, in accordance with all applicable local, State, and federal laws and regulations. A criminal clearance waiver received from the California Department of Social Services Community Care Licensing Division (CCL) will be accepted. The cost of such criminal clearances and background checks is the responsibility of CONTRACTOR, regardless of whether CONTRACTOR's staff/volunteers pass or fail the background and/or criminal clearance investigation.

2.1.2 Professional Licenses: CONTRACTOR shall obtain and maintain copies of professional licenses for applicable staff.

2.1.3 Entitlement to Work: CONTRACTOR shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.

2.1.4 Language Ability: CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English.

2.1.5 Tuberculosis (TB) Screening Test: CONTRACTOR shall ensure that all personnel performing services under this Contract are administered a Mantoux PPD Test/chest x-ray not more than one year prior to commencing work under this Contract, and every three (3) years thereafter for the duration of the Contract. CONTRACTOR shall maintain copies of TB test results in each employee's personnel folder. Any employee who is skin test positive must be examined by a physician and found to be free of communicable tuberculosis (i.e., chest x-ray) prior to commencing work under this Contract.

2.1.6 CONTRACTOR shall secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully operate the program in compliance with the requirements of this SOW, including, but not limited to, the following:

2.1.6.1 Executive Director: CONTRACTOR shall have an Executive Director who shall provide overall management and coordination of the program provided under this Contract.

2.1.6.2 Program Manager(s): CONTRACTOR shall have one (1) or more program manager(s) who shall manage all daily operations and supervise all Wraparound staff, except for the Executive Director. Minimum qualifications: Master of Science or Master of Arts Degree in Human Services, Social Work, or Psychology; or a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work, or Psychology plus three (3) years experience in an intensive mental health services program.

2.1.6.3 Psychiatrist: CONTRACTOR shall directly provide outpatient mental health services and provide that a psychiatrist is on-call and available to Wraparound children within twenty-four (24) hours.

2.1.6.4 Wraparound Supervisor(s): CONTRACTOR shall ensure all Wraparound Facilitator and Child and Family Specialist Supervisors have a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology, or at least three (3) years' experience in Wraparound or intensive community-based services.

2.1.6.5 Clinical Supervisor: CONTRACTOR shall ensure that a Clinical Supervisor is available to supervise. Minimum qualifications: A Master of Science or Master of Arts Degree in Human Services, Social Work or Psychology, and State licensure.

2.1.6.6 Clinician (Rendering Provider): CONTRACTOR shall assign a Clinician to provide initial and ongoing assessment, individual and family therapy, clinical support and information to team members and families. Minimum qualifications: Master of Science or Master of Arts Degree in Human Services, Social Work or Psychology. Clinicians must be State licensed or license eligible.

2.1.6.6.1 CONTRACTOR's Clinicians must participate in CFT meetings. Participation may be via telephone.

2.1.6.6.1.1 If the contracted Clinician is unable to participate via telephone, CONTRACTOR shall document incorporation of the Clinician's input in the CFT minutes.

2.1.6.6.2 Clinicians experience: 1) post graduate Interns registered or waived may provide clinician services; and 2) Clinician must meet the requirements in the California Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. subclass members Appendix G.

2.1.6.6.3 The treating clinician shall provide trauma responsive mental health services and trauma related, clinical guidance to the CFT when necessary.

2.1.6.7 Facilitator(s): CONTRACTOR shall assign a Facilitator to every child enrolled in Wraparound at an average ratio of one (1) full time Wrap Facilitator for every ten (10) active Wraparound cases 1:10. Not to exceed twelve (12) children at any one time. Facilitator's shall not serve as the assigned Therapist/Clinician for any child/youth and/or family for whom they are assigned to serve as the Facilitator. Facilitator's qualifications are a Bachelor of Art or Science Degree in Human Services, Social Work, or Psychology or three (3) years' experience working with high risk children/youth in either child welfare, probation or mental health systems in Wraparound, or be a family member able to facilitate their family's Wrap team meetings.

2.1.6.8 Child and Family Specialist(s) (CFS): CONTRACTOR shall assign a CFS to every Wraparound child/Family at an average ratio of one (1) full time Child and Family Specialist for every ten (10) Wraparound child/Family (1:10), not to exceed twelve (12) children at any one time, to work directly with the child(ren) and Family in their respective environment to help them achieve a permanency. Minimum qualifications: an Associate Arts in Human Services, Social Work or Psychology plus one year experience working with high risk youth; or a high

school diploma (or GED) plus three (3) years' experience working with high risk youth.

- 2.1.6.9 Parent Partner(s): CONTRACTOR shall verify Parent Partner qualifications as defined herein, and in section 1.1.27. A Parent Partner must complete thirty-six (36) hours of training and training experience. At the time of hire, Parent Partners must not have an open probation case for at least one (1) year. For DCFS cases, if closed less than one (1) year, written approval is required from DCFS Program Manager. Requests will be reviewed and responses provided on a case by case basis.

CONTRACTOR shall assign a Parent Partner to every Wraparound child at a maximum ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10). CONTRACTOR may assign Parent Partners to work with clients in geographically adjacent SPAs only. The Parent Partner is to work closely with the Wraparound child's parent/caregiver in order to represent their best interests and shall participate as a member of the CFT. For a Wraparound child/youth in out-of-home placement, CONTRACTOR shall assign a Parent Partner to work with both the out-of-home caregiver *and* parent/current caregiver.

CONTRACTOR shall assign a Facilitator, a Parent Partner, and a Child and Family Specialist (CFS) to each Wraparound child/Family. If a parent/caregiver declines assignment of a Parent Partner, or CFS the parent/caregiver shall write "Assignment of Parent Partner or CFS declined at this time on the signature page of the POC, and sign and date the POC on the Parent Partner or CFS signature line. CONTRACTOR shall document in the CFT Minutes (Exhibit A-5) the reason(s) given by the child/Family for declining Parent Partner services. CONTRACTOR shall periodically readdress/reassess the parent's/caregiver's need/desire for assignment of a Parent Partner, or CFS. If the parent/caregiver declines assignment of a Parent Partner, or CFS, that child/Family shall not be counted as part of the Parent Partner maximum ratio.

- 2.1.6.9.1 For Wraparound Model fidelity it is not recommended that the Parent Partner be supervised by the same Wraparound Team they serve on.



2.1.6.9.2 The ideal Parent Partner has “lived experience” and certain strengths and skills which are highlighted below:

- Demonstrates creativity and resourcefulness in order to effectively navigate systems of care.
- Has the ability to connect with families of various backgrounds and engage caregivers so they are open to teaming with Wraparound.
- Shares the story of their own journey in order to connect, empower, and give hope to parents.
- Adheres to a non-judgmental, strength-based model and understands that no matter what circumstances the family is in or what they have done or not done, each caregiver and youth has strengths on which to build.
- Is a hopeful, “glass half full” kind of person, tempered by the ability to be realistic and practical.

#### Data entry staff

2.1.6.10 CONTRACTOR shall provide staff qualified and trained to electronically input data by individual child, for the Wraparound annual report including: (1) demographics, birth date, gender, and ethnicity; (2) referring County department; (3) DSM IV or V diagnostic category; (4) enrollment, graduation, disenrollment dates;(5) CAFAS data;(6) expenditures for each life domain, all non Medical expenditures;(7) DMH expenditures for Medi-Cal; and (8) outcome measures for child safety, permanence, and well-being/self- sufficiency.

2.1.6.11 The CONTRACTOR will incorporate and use the data specification and reporting templates provided by the County prior to each annual reporting period. (Reference SOW, section 6.2, Data Collection and Reports)

2.1.7 Single Fixed Point of Responsibility (SFPR): When a child is enrolled in Wraparound, the responsibilities of the Mental Health Services coordination shall be transferred to CONTRACTOR within

one (1) month of the child's first contact with Wraparound. Representatives from the ISC will provide referring parties with a clear description of this requirement when a referral is received. The DMH Liaison on the ISC can assist CONTRACTOR if the SFPR is not transferred in a timely manner. Once the service coordination has been formally transferred to CONTRACTOR, the agency will assume all of the service coordination responsibilities for the child as the designated SFPR Coordinator. The child and Family will continue to have the Freedom of Choice of qualified providers for medically necessary services.

When an Open Episode exists, the responsibilities that CONTRACTOR shall assume from the SFPR are:

- Meet face-to-face with the child and Family at least every six (6) months. This contact must include verification of Medical Necessity.
- Ensure the completion of the initial assessment. If multiple programs/agencies are providing services, the SFPR Coordinator must ensure a single assessment and evaluation to support the need for all services delivered.
- Ensure that the child and Family have been informed of his/her Freedom of Choice.
- Discuss with the child and Family his/her needs and desires and document this information in the Client Care/Coordination Plan.
- Involve significant support persons at the request of the child and Family receiving mental health services.
- Develop the Client Care section of the Plan with the child and Family (and other support persons/agencies when applicable).
- Authorize the period of service for Mental Health Services, Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; and Socialization and Vocational Services.
- Monitor the child's progress toward meeting the Personal Milestones outlined in the Client Care section of the Plan.
- Approve the Client Care Coordination Plans:\*
  - The initial plan,
  - 6 month review and revision to the Client Care Coordination Plans
  - This plans will also be approved as revised as needed.
- Review frequency is twelve (12) months for MHS, TCM, medication, socialization, and vocational.\*
  - Six (6) months for Day Treatment, Day Rehab, and residential.
  - The Client Care Plan shall be updated as clinically appropriate, but at a minimum, shall be re-written and

outcomes documented (prior to the expiration of the goals) accordingly.

- Mental Health Services, Medication Support, Targeted Case Management, Socialization and Vocational services – Annually.
- Document coordination in the Progress Notes.
- Obtain the signature of a Licensed Practitioner on the Client Care/Coordination Plan if the SFPR Coordinator does not meet these qualifications.
- Send a copy of the Client Care/Coordination Plan to each current provider of service.
- Obtain Client Care section of the Plan from each current provider of service.

2.1.8 CONTRACTOR shall advise COUNTY's Program Manager in writing of any changes in key personnel or their designees at least twenty-four (24) hours before proposed change(s), when possible, or immediately following the change(s). CONTRACTOR shall ensure that no interruption of services occurs as a result of the change in personnel. CONTRACTOR shall immediately provide the name, address, and telephone number of the new personnel to COUNTY.

### **3.0 SERVICE DELIVERY SITE(S)/ADMINISTRATIVE TASKS**

3.1 Service Delivery Sites

3.2 CONTRACTOR shall maintain a Wraparound service delivery site in each SPA they have contracted with COUNTY to serve, throughout the term of this Contract. CONTRACTOR's services described hereunder shall be provided through specific sites as described in Exhibit F-3, Wraparound Approach Services Service Delivery Sites.

3.3 All service delivery sites listed in Exhibit F-3 shall be fully operational at the commencement of the Contract.

3.4 If CONTRACTOR relocates to a new site that is not listed in Exhibit F-3 of this SOW, CONTRACTOR shall request COUNTY Program Manager's approval of the new site in writing at least ninety (90) days prior to anticipated relocation date. Program Manager will respond to CONTRACTOR's request for approval within thirty (30) business days of request.

3.5 CONTRACTOR shall not provide Wraparound service at a service delivery site not listed on Exhibit F-3. Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract.

3.5.1 Upon which COUNTY may take all appropriate action including but not limited to:

- Correction Action Plan,
- Removal from Wraparound rotation,
- Transition of cases, and
- Termination of Contract

3.6 Administrative Tasks

3.7 CONTRACTOR shall make all qualified and required staff available to attend any County required training. CONTRACTOR's staff shall arrive on time, actively participate in training and remain for the duration of the training.

3.8 Computer Information Technology Requirements

3.8.1 CONTRACTOR must have at the onset of the contract an information technology (web based) computer system with the following hardware and software along with an agreement for its on-site maintenance for the term of this contract.

3.8.1.1 Computer system: capable of providing (1) High speed internet Access, (DSL or better), Internet Explorer (Version 7 or 8 or better), and Adobe Reader; and establishing linkages with the automated Wraparound Approach Services Information Technology System

## PART B – TARGET DEMOGRAPHICS

### 4.0 TARGET DEMOGRAPHICS

4.1 Children/Youth receiving Wraparound have multiple unmet needs for stability, continuity, emotional support, nurturing, and permanence. They need intervention and advocacy for behavioral improvement and educational stabilization. These needs are evidenced by substantial difficulty functioning successfully in the Family, school and Community. All are diagnosable under the *Diagnostic and Statistical Manual of Mental Disorders IV* (DSM IV) or the *International Classification of Disease, 9<sup>th</sup> Revision, Clinical Modification* (ICD-9-CM) equivalents. Many have experienced significant trauma and may have a history of psychiatric hospitalizations; one (1) or more incarcerations in a juvenile facility; one (1) or more probation violations; and/or a prior history of multiple placements or emergency shelter care placements.

4.2 Children/youth eligible for Wraparound must fall into (1) of the following categories:

4.2.1 A child/youth who has been adjudicated as either a dependent or ward of the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602, and have an urgent and/or intensive mental health need, which causes impairment at school, home and/or in the community; and is currently placed in a RCL 10 or above or at imminent risk of removal from home.

4.2.2 Are members of the Katie A. sub-class Children/youth (up to age 21) are considered to be a member of the Katie A. Subclass if they met the following criteria:

- Are full-scope Medi-Cal (Title XIX) eligible;
- Have an open child welfare services case (see definition in Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass Members, Appendix A, Glossary), and
- Meet the medical necessity criteria for Specialty Mental Health Services (SMHS) as set forth in CCR, Title 9, Section 1830.205 or Section 1830.210.

In addition to:

- Currently in or being considered for: Wraparound, therapeutic foster care, specialized care rate due to behavioral health needs or other intensive EPSDT services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention (see definition in Medi-Cal Manual, Appendix A, glossary); or

- Currently in or being considered for group home (RCL 10 or above), a psychiatric hospital or 24-hour mental health treatment facility (e.g., psychiatric inpatient hospital, community residential treatment facility); or has experienced three or more placements within 24 months due to behavioral health needs.

4.2.3 A child/youth who is in an adoptive placement or has a finalized adoption who qualifies for Adoption Assistance Program (AAP) benefits and has an urgent and/or intensive mental health need which causes impairment at school, home, and/or in the community; or, is at imminent risk of placement in a RCL 10 or above, or currently placed in a RCL 10 or above.

4.3 Age: Children under the age of five (5) years will be assessed by the ISC for ability to participate and benefit from the Wraparound process. The maximum age limit for Wraparound youth at the time of enrollment is 20.5 for DCFS youth and 17.5 for Probation youth, unless AB 12 eligible.

## **PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS**

CONTRACTOR shall ensure a safe environment, which provides for the well-being of each child receiving Wraparound and leads to permanence for each Wraparound child. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Contract and SOW, including, but not limited to, the service tasks described in this Part C, Sections 5.0, 6.0 and 7.0. In addition, CONTRACTOR shall meet or exceed the performance targets described on each “Performance Measure Summary” which follows (i.e., Performance Measure Summary/Goals Regarding Safety, Performance Measure Summary/Goals Regarding Permanency, and Performance Measure Summary/Goals Regarding Well Being/Self Sufficiency). Throughout the term of this Contract, DCFS will monitor CONTRACTOR’s performance. Any failure by CONTRACTOR to comply with any of the terms of this Contract, including any failure to meet or exceed the performance targets described on each of the three (3) “Performance Measure Summary/Goals” or not fulfilling the obligations required by the service tasks in sections 5.0 through 7.0 of this SOW, may result in COUNTY’s termination of the whole or any part of the Contract, at COUNTY's sole discretion.

<b>COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING SAFETY</b>		
<b>PROGRAM: WRAPAROUND APPROACH SERVICES</b>		
<b>TARGET GROUP:</b> Children Receiving Wraparound		
<b>OUTCOME GOAL:</b> Children receiving Wraparound shall remain in a safe environment, free from abuse and neglect, without an over-reliance on out-of-home care.		
<b>COUNTY'S OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS<sup>202</sup></b>	<b>METHOD OF DATA COLLECTION</b>
Substantiated allegations of child abuse and/or neglect for any child while receiving Wraparound services and one (1) year after graduating from Wraparound.	<p>94.6% of active Wraparound children/youth do not have a substantiated allegation of child abuse or neglect within one (1) year of beginning Wraparound services under this Contract.</p> <p>95% of children/youth who have graduated from Wraparound do not have a substantiated allegation of child abuse or neglect within one (1) year post graduation from Wraparound.</p>	<p>CWS/CMS</p> <p>Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year.</p> <p>Corrective Action Plans</p> <p>Auditor Controller Reports</p>
<b>COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING SAFETY (Cont.)</b>		
<b>PROGRAM: WRAPAROUND APPROACH SERVICES</b>		

<sup>202</sup> While each incident of substantiated abuse or neglect that occurs must be evaluated on a case-by-case basis, COUNTY will assess the factors that led to the abuse/neglect and make a determination whether the incident is isolated or demonstrates a pattern and practice of abuse/neglect. COUNTY will exercise all available remedies, including but not limited to, requiring a corrective action plan and/or providing a child services through alternative sources. Repeated incidences that increase the rate above state-wide averages for abuse/neglect will be used as a performance evaluator and may result in COUNTY's termination of the Contract, in whole or in part, at COUNTY's sole discretion.

CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the safety goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis should include consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.



**TARGET GROUP:** Children Receiving Wraparound

**OUTCOME GOAL:** Children receiving Wraparound shall remain in a safe environment, free from abuse and neglect, without an over-reliance on out-of-home care.

<b>COUNTY'S OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>METHOD OF DATA COLLECTION</b>
Probation youth receiving Wraparound does not have another arrest and/or disposition leading to a higher level of supervision.	75% of Probation youth receiving Wraparound services do not have another arrest and/or disposition that leads to a higher level of supervision while receiving Wraparound services.	CWS/CMS  Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year.
Timely completion and submittal of SIRs.	100% of SIRs will be completed and submitted timely. SIRs must be completed and submitted on the same day if the incident occurs before 5:00 pm, and by 9:00 am the following day if they occur after 5:00 pm.	Corrective Action Plans  Auditor Controller Reports

## 5.0 SAFETY

**PERFORMANCE OUTCOME GOAL: Children receiving Wraparound shall remain safe and free of abuse and neglect.**

### **SERVICE TASKS:**

#### 5.1 Enrollment and Authorization for Services:

The ISC shall review and approve all enrollment, disenrollment, and graduation decisions regarding Wraparound cases. The ISC shall refer children to a CONTRACTOR to receive Wraparound services, and CONTRACTOR shall accept any child referred by the ISC without exception.

Referrals shall be assigned by Rotation. Rotation is SPA specific and includes all Wraparound Agencies for that SPA who has the capacity to serve additional clients. Wraparound Agencies are assigned referrals based upon a fixed and established rotational order. Factors that may affect the rotation order include, but are not limited to, a corrective action plan, a Family's preference, sibling cases, and Adoption Assistance Program (AAP) referrals, and the CONTRACTOR's current language capacity.

The ISC will review any requests to Transfer a Child/Family, and CONTRACTOR shall work with the ISC to complete a Transfer to another Wraparound provider. The sending CONTRACTOR shall continue to provide full Wraparound services until the receiving CONTRACTOR enrolls the Child and/or Family.

CONTRACTOR shall not disenroll, or attempt to disenroll, from Wraparound any child or Family until all POC goals are met and the Family and child request Graduation. For situations that are beyond the CONTRACTOR's control (termination of jurisdiction, etc.), CONTRACTOR may submit to the ISC a notice for Disenrollment.

##### 5.1.1 Rotation will not be impacted by:

- Emergency Referrals (including Emergency Response Command Post)
- Out of County Cases
- Self Referrals

##### 5.1.2 For Probation Youth Only:

- 5.1.2.1 All Probation youth active in Wraparound are to be presented to the Wraparound Probation Liaison by the CFT ninety (90) days from the date of the signed enrollment by the caregiver and the client. At the twelve (12) month

review, the CFT is to provide information that will justify continued Wraparound services. If disenrollment is determined to be appropriate, consistent with Section 1.1.12 of this SOW, then the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

5.1.2.2 If the Probation Liaison believes the case should be disenrolled, the Probation Liaison will, with the CFT, complete the Intent to Disenroll form and present it to the ISC. If the ISC determines the case is to be disenrolled from Wraparound, the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

5.1.2.3 If the Probation Liaison/ISC agrees that Wraparound services need to be continued, enrollment will be extended for up to an additional ninety (90) days. After the ninety (90) days, the CFT will present the case to the Probation Liaison. The CFT is to provide information that will justify continued Wraparound services. Additionally, the CFT is to provide previously established community linkage for the Probation youth and the Family.

5.1.2.3.1 If Probation agrees that Wraparound services need to be continued, enrollment will be extended for up to an additional ninety (90) days. After which, the CFT will present the case to the Probation Liaison.

5.1.2.3.2 If Probation determines the case is to be disenrolled from Wraparound, the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

5.1.2.4 CFT shall present the case to the Probation Liaison when requested by Probation.

5.1.3 The Children's Social Worker (CSW) or the Deputy Probation Officer assigned to the Family will be responsible for providing the CONTRACTOR with an authorized Wraparound Child and Family Enrollment Agreement form via the ISC team.

5.1.4 The CONTRACTOR shall maintain copies of authorized Wraparound Child and Family Enrollment Agreement forms in each respective Family's case file.

5.1.5 Any Probation case active in the Wraparound program receiving a subsequent court order that removes a youth from the home for

more than 30 days is to be disenrolled from Wraparound the same date as the court's order. Upon the youth's court ordered return home, that youth may again be referred to the Wraparound program by the regular referral process.

5.1.6 The CONTRACTOR shall accept Wraparound cases on an emergency basis from the COUNTY. The acceptance of an emergency referral does not impact their rotation. Once the COUNTY identifies and determines a youth for an immediate need for Wraparound, the CONTRACTOR shall be responsible for contacting the family the same day and making face to face contact within three calendar (3) days of acceptance and holding the initial CFT within five (5) calendar days.

## 5.2 Intensive Care Coordination and Individualized Intensive Home-Based Mental Health Services

The CONTRACTOR shall provide comprehensive, individualized care coordination and services for each child. CONTRACTOR shall monitor the interventions/resources as defined by the CFT in the POC, and link the child/Family to Community resources. Mental health linkage is deemed "complete" when: 1) the client and caregiver have face to face contact with the treating therapist; and 2) the Wraparound agency is in communication with the treating therapist to ensure that he/she has the mental health initial assessment and is able to provide mental health services for the child. Success in Wraparound is highly dependent upon a thorough assessment that incorporates the strengths and underlying needs of the youth, Family and CFT members. For more details, please refer to Exhibits A-6 and A-7 (ICC and IHBS, respectively). All POCs and Family Safety and Crisis Plans will be reviewed by CONTRACTOR's Program Manager or Wraparound Supervisor using the Intensive Care Coordination and Individualized Intensive Home-Based Mental Health Services approach exhibits. At the eighteen (18) month review, the CFT is to provide information that will justify continued Wraparound services for children/youth referred by DCFS.

CONTRACTOR shall place all POCs and Family Safety and Crisis Plans in each child's/youth's Single Case File. Upon request from COUNTY Program Monitors, CONTRACTOR shall provide original POCs and Family Safety and Crisis Plans. Program Monitors shall perform administrative and program reviews of all Wraparound Contractors. Program and Administrative reviews shall be conducted on an annual basis, and may be conducted on a more frequent basis, if deemed necessary. Program Monitors will monitor CONTRACTOR's longitudinal tracking of families over time to ensure sustained Self-Sufficiency post Wraparound.

CONTRACTOR shall, at a minimum, ensure that a POC is completed within thirty (30) days of enrollment and every six (6) months thereafter for

each child and Family that CONTRACTOR serves as an obligation under this Contract.

CONTRACTOR shall ensure that the CONTRACTOR's Program Manager or Wraparound Supervisor thoroughly reviews and approves each POC, as evidenced by their signature on the POC.

### 5.3 Engagement and Strengths Inventory:

5.3.1 CONTRACTOR shall have a written policy on an engagement process that creates a trustful working relationship with the Child and Family by increasing their participation, validating their unique cultural perspective, and hearing their voice and choice. CONTRACTOR shall promote and support the use of a non-blaming, Family-centered approach that acknowledges the Family's strengths, and focuses on ensuring that the Child and Family are active participants in identifying the Child's needs and in finding solutions to their issues and concerns, and avoids the use of technical psychological and diagnostic language.

5.3.1.1 The policy shall reflect the values and principles of the Los Angeles County Shared Core Practice Model attached as Exhibit A-3, and a copy of the Los Angeles County Shared Core Practice Model shall be posted in CONTRACTOR's waiting room and other common areas where it is accessible to staff and Wraparound Families.

5.3.1.2 CONTRACTOR shall ensure all families receive the "Family Guide to Wraparound" attached as Exhibit A-9 and the Wrap Line informational handout attached as Exhibit A-10 during the engagement process.

5.3.1.3 The Wrap Line is available to all Wraparound families and Providers, enabling them to voice concerns and/or questions about Wraparound. Calls made to the Wrap Line may remain anonymous, if desired by the caller. CONTRACTOR shall maintain a signed acknowledgment of receipt from the parent/caregiver in the Single Case File.

5.3.2 CONTRACTOR shall have a written policy that mandates Family access and participation in creating their POC and ensures the POC is not created without the Family's participation.

5.3.3 CONTRACTOR shall engage the Family and their team members in a strengths conversation within the first thirty (30) days in the Wraparound process. CONTRACTOR shall ensure that the Wraparound Program Manager or Wraparound Supervisor oversees the CFT and POC process to verify that the Family's

strengths are: (1) identified; (2) updated regularly; (3) communicated to the CFT; (4) utilized in action plans; and (5) analyzed in the risk assessment information and in the formulation of an effective crisis plan.

5.3.4 CONTRACTOR shall ensure that all four (4) phases of the Wraparound process as stated in the attached *Phases and Activities of the Wraparound Process* (Exhibit A-2) are incorporated into their written policy and actually performed.

5.3.5 It is noted that the use of numbering for the phases and activities as stated in the *Phases and Activities of the Wraparound Process* is not meant to imply that the activities must invariably be carried out in a specific order, or that one (1) activity or phase must be finished before another can be started. Instead, the number and ordering is meant to convey an overall flow of practice activities, as depicted by the Practice Wheel in Exhibit A-3.

5.4 Assessment for Family Safety, Need for Crisis Support, and Development of the Crisis Response Plan:

5.4.1 CONTRACTOR shall assess the immediate safety, stabilization, and crisis support needs from both the case worker and the Family's perspective, within thirty (30) days of enrollment.

5.4.2 The assessment shall also determine the need for community protection for a child(ren) with a history of violence, sexual acting out, or delinquency with in-depth evaluations of the behaviors involved and their causes.

5.4.2.1 Assessment shall include identifying:

5.4.2.1.1 Families protective factors

5.4.2.1.2 Parental Resilience

5.4.2.1.3 Family Social Connections

5.4.2.1.3.1 Identify the social and emotional competence of the children  
(reference CAFAS – Exhibit A-12)

5.4.2.1.4 Availability of concrete supports to the family in times of need

5.4.2.1.5 Documentation must be included in the POC and in the Safety Plan

5.4.3 CONTRACTOR and Family shall develop a Family Safety and Crisis Plan, which shall include both proactive actions to prevent a crisis and reactive solutions to provide a timely and appropriate response to address a crisis. The Family Safety and Crisis Plan shall be signed by the entire CFT to document the team's and Family's approval of the plan. The CFT members will further develop a mission statement that discusses what they will be working on together on what the family hopes it would look like in the future. All CFT members' responsibilities shall be clearly defined, and CONTRACTOR shall: (1) be able to and actually respond to each child's or Family's crisis on a twenty-four (24) hours per day basis; and (2) document the child's and Family's participation in resolving each crisis and the child's and Family's assessment of the resolution. For a child with a history of violence, sexual acting out, or delinquency, CONTRACTOR shall inform all those providing services of the Family Safety and Crisis Plan, the crisis management strategies, and how to access the crisis team. CONTRACTOR shall develop specific plans with the child and Family to mitigate and control these behaviors prior to re-introducing the child to the Family and Community. The Family Safety and Crisis Plan shall be updated as needed. CONTRACTOR shall maintain the original and all updated Family Safety and Crisis Plans in the child's Single Case File.

## 5.5 Child and Family Team (CFT)

5.5.1 CONTRACTOR shall ensure that a CFT, comprised of formal (e.g. public and private service providers) and informal (e.g. immediate and extended Family, friends, and Community) supports, is configured to develop and actively participate in the provision, monitoring, and evaluation of the individualized POC.

5.5.1.1 CFT membership include:

- Caregiver
- Clinician
- CFS
- Enrolled Child
- Facilitator
- Informal (Natural) Supports
- Other Involved Services or Supports
- Parent Partner
- School/Education

5.5.1.2 To facilitate monthly CFT participation, CONTRACTOR shall ensure the County Children's Social Worker and/or Deputy Probation Officer are informed of CFT meeting dates, times, locations.

- 5.5.1.3 CONTRACTOR shall transmit CFT minutes to the case carrying CSW and DPO of Record within 72 business hours of the CFT meeting.
- 5.5.2 CONTRACTOR shall ensure that families have a high level of decision-making power in all aspects of planning, delivery, and evaluation of services and supports, and that at least fifty percent (50%) of the CFT are families and their designees. CONTRACTOR shall allow sufficient time to develop such a ration, and shall document in the POC, Exhibit A-9, and in the CFT minutes, Exhibit A-5, the discovery process and any attempt to obtain a fifty percent (50%) ration of informal supports. If an informal support declines to be a member of the CFT, but agrees to participate as a resource or strategy in the POC and/or Family Safety and Crisis Plan, Exhibit A-9, their agreement shall be documented in the POC and/or Family Safety and Crisis Plan.
- 5.5.2.1 CFT shall clearly identify in the POC all attempts to increase or involve informal (natural) support, Community Resources, including extended family.\*
- 5.5.2.2 Each CFT meeting shall include in the minutes the detail of the team's development and agreement on the long term goal or view for each family.\*
- 5.5.3 An effective CFT continues the process of engagement by teaming with the Child, Family and/or caregivers to build and strengthen the Child's and Family's support system by meeting, communicating, planning together, and coordinating efforts in a unified fashion to build on strengths and address critical issues/needs. The CFT shall ensure that services are well coordinated and provide a process for transparent communication.
- 5.5.4 CFTs shall maintain flexibility with respect to time (evenings and week-ends) and location, when scheduling meetings to accommodate Family participation and effective planning. CFTs are to be held at a place and time that is convenient for the Family. Ideally, all CFTs will be held in the family's home.
- 5.5.5 CONTRACTOR shall maintain CFT minutes of each CFT meeting which shall provide interim documentation between review dates to report progress/regress and strategies as identified in the POC.
- 5.5.6 If a Child/Youth is placed in out-of-home care for more than ninety (90) consecutive days, CONTRACTOR shall present the case to the ISC for review.



## 5.6 Child and Family Plan of Care (POC)

- 5.6.1 The POC shall focus on the Child's/Youth's and Family's individualized, underlying needs and strengths, and shall be used as a guide to effective intervention and lasting change. The CFT shall ensure that the underlying needs and trauma focused needs, behind the behaviors are identified, addressed, and documented.
- 5.6.2 CONTRACTOR shall collaborate with the Child and Family to obtain information about the significant events impacting the Child and Family and their underlying needs, to ensure that families have a high level of decision-making power in all aspects of planning, delivery and evaluation of services and supports.
- 5.6.2.1 Every domain in the POC should be addressed, by the first 6-month POC review, as evidenced by documentation in CFT meeting minutes.
- 5.6.2.2 For those domains where the CFT has defined needs, the team must document sufficiently the strategies that are expected to meet the underlying need, inclusive of, but not limited to addressing behavior.
- 5.6.2.3 Each POC must include a Crisis Plan, addressing parental resilience and social connections.
- 5.6.3 CONTRACTOR shall have a written POC for ensuring effective partnerships with families. CONTRACTOR shall ensure that POCs are tailored to build on strengths and Protective Capacities in order to meet individual needs with each Child and Family. CFT members shall sign the POC and revisions to show their partnering on its creation and endorsement of its provisions. The POC shall be linguistically and culturally sensitive.
- 5.6.4 CONTRACTOR shall ensure that Individualized Services in the POC are comprehensive and cover all the Life Domains of the child and Family. The child and Family must be included in planning and, should make choices about services and interventions. Planning for safety, stability, and permanency should fully include educational/vocational plans and services for the child/youth.
- 5.6.5 CONTRACTOR's CFT shall meet at a frequency that is appropriate to the needs of the Family, team members and situation. Once the Family, team members, and/or situation do not necessitate high frequency contact with the Family, the CFT may meet less frequently but at a minimum of once per month with the child/youth, caregiver, Facilitator, Child and Family Specialist, and Parent Partner in attendance to: (1) develop the POC; (2) review and evaluate the effectiveness of the interventions in the POC, and revise the POC, if necessary, due to changes within the Family and

changes needed in the supports and services provided; (3) track outcomes for the child(ren) and Family; and (4) prepare for transition by organizing after-care supports to ensure long-term stability.

5.6.6 CONTRACTOR shall include in every POC and update: (1) the strengths and needs inventory; (2) assessment of the immediate safety, stabilization, and crisis support needs; (3) Family Safety and Crisis Plan; (4) parent support/training and education plan; and (5) mission statement.

5.6.7 CONTRACTOR shall demonstrate Perseverance in providing Family supports and services tailored to the individual child's and Family's needs that are accessible, affordable, well coordinated, and available in the communities in which the children and Family live, work, and play. CONTRACTOR shall ensure that services and interventions for Children, Youth and Families are delivered collaboratively by agencies, providers, community and informal supports (extended family, faith-based organizations, cultural and community groups, and others) in order to meet each Family's needs. CONTRACTOR shall maximize the use of informal Family and Community resources and seek no cost and/or low cost Family and Community supports and services prior to identifying fee-for-service resources to meet the child's and Family's needs.

5.6.8 The POC, Exhibit A-11, shall be in the format prescribed by COUNTY.

5.6.9 CONTRACTOR shall maintain a Single Case File for each child, that includes the POC, documents all supports and services provided to the Family, and records all other relevant child and Family information. All flexible funding expenditures shall be recorded in the POC.

5.6.10 CONTRACTOR shall, at a minimum, ensure that a POC is completed within thirty (30) days of enrollment and every six (6) months thereafter for each child and Family that CONTRACTOR serves as an obligation under this Contract. CONTRACTOR shall be given a grace period of up to five (5) business days to complete the POC. CONTRACTOR shall maintain the original and all updated POCs in the child's Single Case File.

5.6.11 CONTRACTOR shall ensure that the CONTRACTOR's Program Manager or Wraparound Supervisor thoroughly reviews and approves each POC and ~~SPRT~~, as evidenced by their signature on the POC and ~~SPRT~~.

5.6.12 CONTRACTOR shall ensure that transition and transitional planning as stated in *Phases and Activities of the Wraparound Process* is incorporated in their written policy and POC.

5.6.13 CONTRACTOR's Quality Assurance Plan shall include its observation of its CFT meetings for each Facilitator and include its findings in its monthly and quarterly reports.

<b>COUNTY PERFORMANCE MEASURE SUMMARY/GOALS REGARDING PERMANENCY</b>		
<b>TARGET GROUP:</b> Children Receiving Wraparound		
<b>GOAL AND OUTCOME:</b> Children in Wraparound shall remain in or transition to a safe, nurturing and permanent family environment, ideally in their own home.		
<b>COUNTY'S OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS<sup>203</sup></b>	<b>DATA COLLECTION METHOD</b>
Graduation from Wraparound consistent with POC.	90% of children/youth who began Wraparound while in out-of-home placement, graduated from Wraparound while in the care of their parents, biological relative, legal guardian, non-related extended family member, or other stable placement.	CWS/CMS  Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year.
Stability of children in the Family.	95% of children/youth who began Wraparound while in the care of a parent, biological relative, legal guardian, non-related extended family member or other stable placement, remained in the care of one of the aforementioned at the time of their graduation from Wraparound.  90% of youth graduating from Wraparound are with their parents, biological relatives, legal guardian, other non-related extended family member or living independently six (6) months post-graduation	Follow-Up Reports collected bi-annually in December and June of each calendar year.  POC Child's Case File  Auditor Controller Reports

<sup>203</sup> CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the permanency goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH and the stability of the Family setting and the utilization of community-based services and supports. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

## 6.0 PERMANENCY

**PERFORMANCE OUTCOME GOAL: Children in Wraparound shall achieve permanency through outcomes of the Wraparound process.**

### **SERVICE TASKS:**

#### 6.1 Transitional Planning and Services (Phase Four) (Exhibit A-2)

In Phase Four (Exhibit A-2), CONTRACTOR shall provide transitional planning and services to assist each Wraparound child and Family to whom they provide Wraparound shift from dependence on Wraparound to informal services and supports in the Community and (where appropriate for older children/parents) to the adult service system. The transition plan shall be part of the POC and shall include the following:

- 6.1.1 The child's and Family's vision and mission statements regarding the outcomes the child and Family ultimately wish to achieve;
- 6.1.2 Benchmarks or major turning points with timeframes for transitioning each child and Family to less restrictive, intrusive, informal services that reflect the child's and Family's preferences and capabilities for change;
- 6.1.3 The specific steps required to reach each benchmark;
- 6.1.4 Documentation of progress through the specific steps and benchmarks; and
- 6.1.5 Transition plans that address all the needs of each child and Family (housing, independent living skills, employment, etc.) that demonstrate the services they are receiving at the time of transition rely heavily on Family and Community supports.

#### 6.2 Data Collection and Reports

CONTRACTOR shall submit on at least an annual basis all reports in the appropriate COUNTY formats as specified by COUNTY's Program Manager. CONTRACTOR shall retain copies of all reports and the back-up data summarized in the reports as specified in current law for record keeping.

- 6.2.1 CONTRACTOR shall use the following data collection and reporting instruments:
  - 6.2.1.1 Child and Adolescent Functional Assessment Scales (CAFAS), Exhibit A-13. CONTRACTOR must complete the eight (8) section assessment upon child's/youth's enrollment in Wraparound and at the time of

child's/youth's graduation, disenrollment or suspension from Wraparound;

#### 6.2.1.2 Wraparound Fidelity Index, Short Version (WFI-EZ)

The Wraparound Fidelity Index, Short Version (WFI-EZ) is a brief, self-report version of the Wraparound Fidelity Index v.4. The WFI-EZ is a measure of fidelity to Wraparound principles that is less burdensome than the full WFI interview protocol. The WFI-EZ consists of four sections. Basic information, experiences with Wraparound, satisfaction with services, and perception of outcomes. These items can be completed by the respondents themselves at their own convenience, either on paper or online. There are caregiver, facilitator and youth forms in both English and Spanish. The goal was to create a reliable and valid measure of adherence to the Wraparound principles that is easier to administer and less time consuming.

The (WFI-EZ), shall be administered every six (6) months by trained staff of CONTRACTOR. After removing cases under three (3) months and over 15 months and for all Wrap Children under 12 CONTRACTOR will do to a statistically valid random sample of at least 35% of the remaining. The sample size shall be based upon the prior year's annual program census (unduplicated child count in a fiscal year) and determined by using the free Raosoft (<http://www.raosoft.com/>) sample size calculator with the following settings: 5% margin of error; 95% confidence level; annual program census; and 85% response distribution. CONTRACTOR shall use the online data and reporting system called WrapTrack which replaced the Wraparound Online Data Entry and Reporting System (WONDERS) data system. WrapTrack will allow for easy online administration, data feedback and reporting of WFI-EZ information for inclusion in the County of Los Angeles countywide statistics.

6.2.1.2.1 If the prior year census is less than 15 Wraparound enrolled children/youth, the CONTRACTOR sample size shall be 15 children/youth.

6.2.2 CONTRACTOR shall send the following additional reports to COUNTY's Program Manager.

6.2.2.1 Special Incident Reports as defined in Section 1.1.39 of this SOW, within the following timeframes according to incident type:

INCIDENT TYPE	TIMEFRAME
Allegation of child abuse/neglect:	Immediately or, if after hours, by the next business day
Law enforcement involvement/ Arrest of child:	By the next business day
Law enforcement involvement/ Arrest of caregiver:	By the next business day
Assault (peer/caregiver/other):	By the next business day
Fighting	By the next business day
Change of placement:	By the same business day or, if after hours, by the next business day
Detainment	By the same business day or, if after hours, by the next business day
Fatality	Immediately
Serious injury, major illness/ Accident:	By the next business day
Probation Violation	By the same business day or, if after hours, by the next business day
Property damage	By the next business day
Psychiatric hospitalization	By the next business day
Runaway/AWOL	By the same business day or, if after hours, by the next business day
School suspension/expulsion:	By the next business day
Self-harm/suicide attempt/ Suicidal ideation	By the same business day or, if after hours, by the next business day
Sexual Misconduct	By the next business day
Substance abuse/possession	By the next business day
Theft	By the next business day

CONTRACTOR shall submit SIRs for any DCFS child/youth via the DCFS ITRACK system. If the ITRACK system is not functioning, CONTRACTOR shall submit written SIRs (Exhibit A-15) by fax to staff identified by COUNTY within the timeframes specified herein.

6.2.2.1.1 For Probation children/youth that do not have an open DCFS case, CONTRACTOR shall submit written SIRs (Exhibit A-15) by fax to staff identified

by the COUNTY within the timeframes specified in Section 6.2.2.1.

6.2.2.1.2 For children/youth in adoptive placement, CONTRACTOR shall submit written SIRs (Exhibit A-15) by fax to staff identified by COUNTY within the timeframes specified in Section 6.2.2.1.

6.2.2.2 Grievances and appeals by Families within five (5) working days of receipt;

6.2.2.3 Involvement of children and Families, Community stakeholders (including service providers and schools), and public agency staff in the evaluation and monitoring of the quality and effectiveness of the program on a quarterly basis;

6.2.2.4 Client and provider profiling and tracking systems which include client characteristics, demographics, and all of the components of the POC by the 25<sup>th</sup> day of January, April, July, and October;

6.2.2.5 Wraparound Monthly Enrollment Capacity and Status Reports on the fifth (5<sup>th</sup>) business day of each month for the preceding month;

### 6.2.3 CONTRACTOR's Annual Report:

6.2.3.1 CONTRACTOR's annual report shall include: (1) a breakdown of demographics (e.g., age, ethnicity; the number of males vs. females; the number children referred each by DMH, Probation and DCFS; the number of children that are in each DSM-IV category; and the number of Wraparound new enrollments, graduations, and disenrollments); (2) the average length of services broken out by referring Department for those who are currently enrolled, graduates and disenrollees, (3) the average flexible funding expenditures per child, per Life Domain; ~~(5)~~ (4) the average DMH expenditures (Medi-Cal) per child; and ~~(6)~~ (5) an analysis of performance measures.

6.2.3.2 CONTRACTOR shall submit the Annual Report to COUNTY's Program Manager by August 15<sup>th</sup> or after, as requested by DCFS, of each calendar year for the duration of the Contract.



#### 6.2.4 Evaluation Plan:

CONTRACTOR shall have a plan for evaluating and interpreting their data that includes families served and other key stakeholders to develop an evaluation plan to improve performance across time. The evaluation plan shall: (1) delineate the review process, the draft data analysis, and analytical reports; and (2) specify who reviews the draft reports. This evaluation plan is to be submitted annually to COUNTY's Program Manager by August 15th of each calendar year for the duration of this Contract.

#### 6.2.5 Long-Term Tracking:

6.2.5.1 CONTRACTOR shall track fiscal reports, service delivery reports, outcome reports, and the Family and child measurements/scales required by the State Wraparound Standards and submit annual accumulated trends that show performance over a period of at least three (3) years to COUNTY's Program Manager.

**COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING  
WELL-BEING/SELF-SUFFICIENCY**

**PROGRAM TARGET GROUP:** Children Receiving Wraparound

**PROGRAM GOAL AND OUTCOME:** Children/youth receiving Wraparound receive services and supports that are individualized and tailored to their needs. All interactions with children, youth, and Families are responsive to the trauma and loss they may have experienced.

<b>COUNTY'S OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS<sup>204</sup></b>	<b>METHOD OF DATA COLLECTION</b>
Child/youth's community linkages.	95% of children/youth receiving Wraparound services will be linked to a minimum of two (2) community-based	Wraparound analysis on an annual basis using end-of-month data.
Child/youth's academic performance.	supports/activities during their first year in Wraparound.	Auditor Controller Reports
Child/youth's linkage to therapy/counseling.	75% of children/youth enrolled in Wraparound will function at or above grade level or will exhibit improved grade level functioning from the year prior to enrollment in Wraparound.	CFT document initial visit with therapeutic /counseling provider at case closure
	95% of all children/youth receiving Wraparound services, for whom therapy/counseling has been identified as a strategy on the Family's POC, will be enrolled in therapy/counseling within thirty (30) days of the strategy's acceptance by the Wraparound team.	

<sup>204</sup> Increased educational performance includes improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation.

CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the well-being/educational goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis shall include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

**COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING  
WELL-BEING/SELF-SUFFICIENCY**

**PROGRAM TARGET GROUP:** Children Receiving Wraparound

**PROGRAM GOAL AND OUTCOME:** Children/youth receiving Wraparound receive services and supports that are individualized and tailored to their needs. All interactions with children, youth, and Families are responsive to the trauma and loss they may have experienced.

<b>COUNTY'S OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS<sup>205</sup></b>	<b>METHOD OF DATA COLLECTION</b>
<p>Wraparound family satisfaction with the availability and delivery of Wraparound services.</p> <p>Wraparound enrolled parents participate in the Parent Ran Support group.</p> <p>Effectiveness of training program for all Wraparound staff, and demonstrated in the reviews of the POC and CFT meeting minutes and the overall quality of Wraparound service delivery and improved functioning in the lives of Wraparound enrolled youth.*</p>	<p>80% of Wraparound families surveyed at enrollment and at the 90 day follow-up are satisfied with the availability and delivery of the Wraparound Approach Services their family received.</p> <p>90% of Wraparound families surveyed at case closure are satisfied with the availability and delivery of the Wraparound Approach Services their family received.</p> <p>100% of Wraparound parents will have the opportunity to participate in the Parent ran support groups.</p> <p>90% of the Wraparound families can run their CFT meeting before case closure.</p> <p>90% of the Wraparound families are receiving needed and necessary ongoing Mental Health Services.*</p> <p>90% of the Wraparound families are connected/linked and receiving community based services identified in the CFT minutes and POC.*</p>	<p>DMH Parent Advocates contact with Wraparound families, at enrollment, again at a 90 day follow-up, and at case closure.</p> <p>CFT document at case closure family experienced visit and connection with child care provider if needed.</p> <p>Confirmation of receipt of California Employment Development Department (EDD) service delivery (open case, subsidized job training, job search assistance etc.)</p> <p>Confirmation of receipt of County Department of Public Social Services (DPSS) or equivalent services (low cost or subsidized childcare, pre- and post natal care, family planning, general physical and mental health care, parenting and other classes, housing and other assistance.</p>

<sup>205</sup> Increased educational performance includes improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation.

CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the well-being/educational goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of

## 7.0 WELL-BEING/SELF-SUFFICIENCY

**PERFORMANCE OUTCOME GOAL: Children in Wraparound will improve their level of functioning and overall well-being/self-sufficiency through participation in Wraparound Services.**

### **SERVICE TASKS:**

#### 7.1 Administration

CONTRACTOR shall adopt the Wraparound philosophy as summarized in Section 2.2 of this SOW and adhere to the CPM attached as Exhibit A-3, and develop a plan of operation with policies and procedures consistent with this philosophy that include the following:

- 7.1.1 System-wide Family-centered flexible services practices that support Family decision making;
- 7.1.2 Agency boards/advisory councils include consumers, Family advocates, service providers, and Community leaders;
- 7.1.3 Support of the CFT as the primary decision body for planning services, including a reporting mechanism to ensure that members are satisfied with CONTRACTOR's support of CFT decisions;
- 7.1.4 Collaboration with public agencies, Community service providers, and Community members for Family support and implementation of the POC;
- 7.1.5 Participation in the ISC including: (1) providing Child and Family POC for their review; (2) providing reports on program status, services, progress, fiscal data, and outcomes; and (3) participating in Case Practice Review.
- 7.1.6 Development of and participation in a consortium of Wraparound agencies to: (1) coordinate efforts, share information and problem solve; (2) develop strategies to promote Community understanding and support for the Wraparound process; (3) set goals and review outcomes; (4) maintain standards of quality for training, planning, and service delivery; and (5) plan Continuous Quality Improvement.
- 7.1.7 Developing an environment of continuous listening and learning to ensure that policy and practice decisions are based on reliable data as well as evidence, research and feedback.

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DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis shall include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

## 7.2 Parent-Advocacy and Support Group

CONTRACTOR shall have a parent-run advocacy and support group that identifies how they can provide: (1) input into CONTRACTOR's program development, service planning and implementation, and quality improvements; and (2) parent-to-parent support. CONTRACTOR's organization chart shall delineate how this advocacy group is related to the organization as a whole. CONTRACTOR may partner with other Wraparound CONTRACTORS to form support groups for families, with the written approval of the DCFS Program Manager. CONTRACTOR shall ensure parent support groups are linguistically and culturally responsive to the needs of the community.

## 7.3 Program Training Components

CONTRACTOR shall utilize parents, children, extended Family members, and Community providers, and public agencies in planning, implementing, and evaluating all training programs and content. CONTRACTOR shall administer participant evaluations at the end of each training session and use the findings from these evaluations for continuous improvement.

CONTRACTOR shall submit training programs and content to COUNTY Program Manager. CONTRACTOR shall submit an annual schedule of trainings with curriculum including their trauma focused training plan.

The annual training plan shall include:

- Calendar of all planned training
- Syllabus of all planned training courses
- Trauma focused training plan
- Identifying underlying needs
- Basic Wrap training
- Staff development training
- Training on the Core Practice Model
- Allow for the addition of other course for training as needs are identified during the upcoming year

The training plan and course documents should identify planned trainers and provide a bio and detail of their qualifications and experience. Any training provided by CONTRACTOR's should be clearly identified and the staff's training qualifications and experienced included.

At the end of each year, CONTRACTOR shall submit a training report confirming the training provided during the prior year with details on the criteria by CONTRACTOR to implement changes to their annual training plan and curriculum.

7.3.1 CONTRACTOR must submit an annual training plan and calendar to COUNTY Program Manager, 100 days prior to the end of the current contract year.

7.3.2 COUNTY Program Manager will review and submit for inclusion in the Wraparound Contract Renewal/Extension notices the approval of the Wraparound CONTRACTOR's training plan and calendar for the upcoming contract year the notice of Training Plan approval in the Contract.

7.3.3 CONTRACTOR shall submit written requests to the COUNTY Program Manager to incorporate changes to their annual Wrap training calendar, 45 days in advance of the date of the proposed changes.

#### 7.4 Staff Training, Job Descriptions, and Appraisal

CONTRACTOR shall have a staff training program for Administrator(s), Program Manager(s), Facilitator(s), and Supervisor(s) that reflects the philosophy and values in Section 2.0 of this SOW and provides written job descriptions for each position. CONTRACTOR shall maintain a training log which details the subject matter of all trainings, dates training was given, the name of the trainer(s), and a sign-in sheet for each training. Each trainee shall print his/her name and sign the sign-in sheet to confirm his/her attendance.

7.4.1 Training Program for Wraparound Staff: Prior to working with Wraparound children/Families, all new Wraparound staff who have direct contact with families shall complete a minimum of thirty-six (36) hours of didactic/classroom Wraparound training (individual or group), that includes the following elements:

- (1) Wraparound Orientation (Definition of Wraparound as Strength-based, Family Centered, Needs-Driven, Community-Based Flexible and Individualized practice and Ten Principles of Wraparound);
- (2) Phases and Activities of Wraparound;
- (3) Individualized Resource Planning;
- (4) Wraparound Role Definitions and Skills (Including the roles of the Children Services Administrators and Inter-Agency Screening Committee members);
- (5) Review of Plan of Care, and Family Safety and Crisis Plan;  
and
- (6) Core Practice Model.

7.4.2 In-Vivo Training (Individualized training): All new Wraparound staff who have direct contact with families shall complete a minimum of twelve (12) hours of individualized training, including but not limited to: coaching for strength-needs practice, shadowing established

Wraparound teams, and one-on-one mentoring by experienced staff members.

7.4.3 Initial training (36 hours) and 12 hours must be in person, face to face.

7.4.4 Continuing Training: All Wraparound staff employed by CONTRACTOR who have direct contact with families shall complete a minimum of sixteen(16) hours per year of ongoing Wraparound or related subject training, that is specifically tied to the ten (10) principles of Wraparound or is relevant to the Wraparound target population. CONTRACTOR shall ensure that a minimum of four (4) hours of training per calendar year shall be provided by a subject matter expert.

7.4.5 Ongoing training may be web-based electronic with proof of completion.

7.4.6 Electronic web-based training module must provide the responses to the following:

1. The source of the proposed web-based training.
2. The proposed courses.
3. Trainer's qualification.
4. Number of hours web-based training.
5. Duration of web-based courses.
6. Timeframe for completion.

7.4.7 Appraisal Process for Wraparound Staff: CONTRACTOR's staff appraisal process for Wraparound Staff shall include, but not be limited to, an annual written evaluation of each employee's abilities and strengths/weaknesses, specifically addressing: (1) responsiveness to the families' identified needs; (2) development of Family-centered help-giver skills; (3) achievement of professional and Family partnerships and family voice and choice; (4) building a sustainable support network to include informal supports, natural Family helpers, and other Community resources; (5) outcomes for children and Families; and (6) feedback from children and Families Community service providers; (7) Ability to build Protective Capacity with families; and (8) Core Practice Indicators (engagement, teaming, assessment and understanding, long term view, planning, cultural competence, transitions, crisis management).

## 7.5 Parent Training and Education

CONTRACTOR's plan of operation shall include a parent training and education component that: (1) is accessible; (2) meets the parent's needs; (3) utilizes parents who have successfully participated in Wraparound as advocates and trainers for other families in the program; and (4) invites

providers experienced in delivery of Wraparound to participate as trainers. The parent training and education plan shall include, but is not limited to:

- 7.5.1 Understanding and meeting the child(ren)'s special and underlying needs;
- 7.5.2 Becoming informed advocates for their child(ren) to meet his/her needs, including educational needs;
- 7.5.3 Understanding the child(ren)'s educational rights;
- 7.5.4 Negotiating the system of care;
- 7.5.5 Participating on cross-disciplinary teams;
- 7.5.6 Assuming leadership positions in service design and delivery; and
- 7.5.7 Responding to trauma related needs.



**49 Qualified Wraparound Service Providers List (Alpha Order)  
with Supervisorial District, and SPA(s) to Serve**

ATTACHMENT II

#	Prospective Wraparound Approach Services Contractor	Current Contractor Y/N	Supervisorial District	SPA(s)
1	ALMA Family Services	Y	1	7
2	Amanecer Community Counseling Service	Y	1, 2	4,6
3	Bayfront Youth and Family Services, dba: H.V. Group Home, Inc.	Y	2,4,5	1,6,8
4	Bienvenidos Children's Center, Inc.	Y	1,5	3,7
5	Child and Family Center	Y	2,5	2
6	Child and Family Guidance Center	Y	5	1
7	Childnet Youth and Family Services, Inc.	Y	4	8
8	Children's Bureau of Southern California	Y	5	1
9	Children's Institute, Inc.	Y	2,4	4,6,8
10	Counseling and Research Associates, dba: Masada Homes	Y	2,4,5	1,6,7,8
11	D'Veal Corporation	Y	5	3
12	FamiliesFirst, Inc., dba: EMQ FamiliesFirst	Y	2,3	4,6
13	Five Acres - The Boys' and Girls' Aid Society of Los Angeles County	Y	1,4,5	3,7
14	Florence Crittenton Services of Orange County, Inc.	Y	1,2,4,5	3,6,7,8
15	Foothill Family Service	Y	1,5	3
16	Hamburger Home, dba: Aviva Family and Children's Services	Y	2,3	2,4,6
17	Hathaway-Sycamores Child and Family Services	Y	1,2,3,5	1,2,3,6,7
18	Hillsides	Y	1,5	3,4
19	Institute for Multicultural Counseling and Education Services, Inc.	Y	2,5	2,4
20	Los Angeles Child Guidance Clinic	Y	2	6
21	Olive Crest Treatment Centers	Y	4,5	2,7,8
22	Penny Lane Centers	Y	1,3,5	1,2,7
23	Personal Involvement Center, Inc.	Y	2,4,5	1,6,8
24	San Fernando Valley Community Mental Health Center, Incorporated	Y	3	2
25	San Gabriel Children's Center, Inc.	Y	5	3
26	South Central Health and Rehabilitation Programs (SHARP) / Southern California Health and Rehabilitation Programs (SHARP)	Y	2	6
27	Special Service for Groups, Inc.	Y	2,4	6,8
28	St. Anne's Maternity Home	Y	1,2	4,6
29	Star View Children & Family Services, Inc.	Y	1,2,4	2,3,4,6,7,8
30	Tarzana Treatment Center, Inc.	Y	3,5	1,2
31	The Help Group Child and Family Center	Y	2,3,5	2,5,6
32	The Village Family Services	Y	3	2
33	Vista Del Mar Child & Family Services	Y	2	4,5,6,8
34	AspiraNet	N	4	7,8
35	California Mentor	N	1,2,3,4,5	1,2,3,6,7,8
36	Dignity Health dba California Hospital Medical Center	N	1	4
37	Drew Child Development Corporation	N	2	6
38	El Centro Del Pueblo	N	1,2	4,6
39	Ettie Lee Youth and Family Services	N	1,5	3
40	Help Line Youth Counseling	N	4	7,8
41	Leroy Haynes	N	5	3
42	Maryvale	N	1,5	3
43	Pacific Lodge Youth Services	N	3	2
44	Phoenix House	N	5	2
45	Rosemary Children's Services	N	5	3
46	SPIRITT Family Services	N	1	3,7
47	Sun Bridge Harbor View	N	4	8
48	Tessie Cleveland Community Services	N	1,2,5	1,6,7,8
49	The Whole Child	N	4	7

1 **DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT**

2  
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5  
6 **CONTRACTOR:**

7 \_\_\_\_\_

8 \_\_\_\_\_  
9 Contract Number

10 \_\_\_\_\_

11 \_\_\_\_\_  
12 Vendor Number

13 **Business Address:**

14 \_\_\_\_\_

15 \_\_\_\_\_  
16 Reference Number(s)

17 \_\_\_\_\_

18 \_\_\_\_\_  
19 Legal Entity Number

20  
21 Provider Number(s) \_\_\_\_\_

22  
23 Contractor Headquarters' Supervisorial District \_\_\_\_\_

24  
25 Mental Health Service Area(s) \_\_\_\_\_ OR Countywide \_\_\_\_\_

26  
27  
28  
29 **====Below This Line For Official CDAD Use Only====**

30  
31 **DISTRIBUTION**

32 (Please type in the applicable name for each)

33  
34 Deputy Director \_\_\_\_\_

35 Lead Manager \_\_\_\_\_

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

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DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2014, by and between the County of Los Angeles (hereafter "County"), and \_\_\_\_\_

\_\_\_\_\_  
(hereafter "Contractor") with the following business address at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

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

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

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of the Social Security Act; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code

of Regulations (CCR); 45 Code of Federal Regulations Parts 160 and 164 and WIC Section 5328 et seq.; California Department of Health Care Services (DHCS) Mental Health Plan Agreement; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget Circular A-122 (Cost principles for non-profit organizations); Federal Office of Management and Budget Circular A-133 (Audits of states, local governments, and non-profit organizations); County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

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

NOW, THEREFORE, Contractor and County agree as follows:

1. **TERM:**

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

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

(1) **First Automatic Renewal Period:** If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_.

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

C. **Six Months Notification of Agreement Expiration:** Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 70 (NOTICES).

D. **Contractor Alert Reporting Database (CARD):** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be

used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

2. **TERMINATION WITHOUT CAUSE:** This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party. Any termination of this Agreement by County pursuant to this Paragraph 2 shall be approved by County's Board of Supervisors.

3. **IMMEDIATE TERMINATION BY COUNTY:**

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

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

(2) Contractor has failed to comply with any of the provisions of Paragraphs 18 (NONDISCRIMINATION IN SERVICES), 19 (NONDISCRIMINATION IN EMPLOYMENT), 21 (INDEMNIFICATION AND INSURANCE), 22 (WARRANTY AGAINST CONTINGENT FEES), 23 (CONFLICT OF INTEREST), 28 (DELEGATION AND ASSIGNMENT), 29 (SUBCONTRACTING), 34 (CHILD SUPPORT COMPLIANCE PROGRAM), 48 (CERTIFICATION OF DRUG-FREE WORK PLACE), 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 64 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

(3) In accordance with Paragraphs 35 (TERMINATION FOR INSOLVENCY), 36 (TERMINATION FOR DEFAULT), 37 (TERMINATION FOR IMPROPER CONSIDERATION), 49 (COUNTY LOBBYISTS), and/or 65 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. In the event that this Agreement is terminated, including termination as provided for in Paragraph 2 (TERMINATION WITHOUT CAUSE), then:

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

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



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

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

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

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

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

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

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

Contractor shall not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning of or during the fiscal year. In addition, when County eliminates the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing services for those patients/clients linked to that funding but shall make referrals of those patients/clients to County or other appropriate agencies.

Contractor may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC Section 14132.44. The administrative activities which may be claimable as Title

XIX Medi-Cal Administrative Activities are shown on the Financial Summary and are described in the policies and procedures provided by SDMH and/or SDHS.

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

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

6. **FINANCIAL PROVISIONS:** In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

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

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

<u>TITLE</u>	<u>COUNTY AGREEMENT NUMBER</u>	<u>DATE OF EXECUTION</u>
_____	_____	_____
_____	_____	_____

The parties agree that the provisions of such prior Agreement(s), and all Amendments thereto, shall be entirely superseded as of January 1, 2014 by the provisions of this Agreement.

B. The parties further agree that all payments made by County to Contractor under any such prior Agreement(s) for services rendered thereunder on and after \_\_\_\_\_,

shall be applied to and considered against all applicable federal, State, and/or County funds provided hereunder.

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

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_); and for Fiscal Year \_\_\_\_\_ shall not exceed \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_); and for Fiscal Year \_\_\_\_\_ shall not exceed \_\_\_\_\_

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

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

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

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

A. Staff providing services under this Agreement shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5751.2 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, DHCS Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.

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

C. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name,

title, professional degree, language capability(ies), and experience, who are providing any services under this Agreement.

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

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

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

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

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

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

D. To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees shall have the right to

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

11. **PERFORMANCE STANDARDS AND OUTCOME MEASURES:** The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards and outcome measures, including but not limited to those performance standards and outcome measures required by specific federal or State rules for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Attachment IX and MHSa Service Exhibits; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

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

12. **QUALITY MANAGEMENT PROGRAM:**

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

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

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

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

13. **RECORDS AND AUDITS:**

A. Records:

(1) Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer and other personnel under this Agreement in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Agreement and during the applicable period of records retention. Records shall be maintained by Contractor at location in Los Angeles County as specified in this Agreement. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection, review, and/or audit at such other location. In addition to the general requirements in this Paragraph 13, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in the Service Exhibit(s).

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

- 1) Seven (7) years following discharge of the patient/client or termination of services;
- 2) For minors, until such time as the minor reaches 25 years of age;
- 3) Three (3) years after completion of all County, State and/or federal audits; or
- 4) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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

(b) Case Management Support Services, Outreach Services, and Client Supportive Services Records (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and federal requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

- 1) Seven (7) years following the expiration or earlier termination of this Agreement;
- 2) Three (3) years after completion of all County, State and/or federal audits; or
- 3) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the State's Cost and Financial Reporting System (CFRS) Instruction Manual, and with all applicable federal, State and County requirements, guidelines, standards, and procedures.

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

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

(b) Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the Federal Office of Management and Budget Circular A-122 (Cost principles for non-profit organizations).

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

(d) A listing of all County remittances received.

(e) Patient/client financial folders clearly documenting:

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

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

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

(g) Employment records.

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

/



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

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

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

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

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

B. Audits:

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

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

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

Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(4) **California Department of Health Care Services (DHCS) Access to Records:** Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement; three (3) years after final audit is completed including appeals, or seven (7) years after termination of this Agreement; whichever occurs later, Contractor shall maintain and make available to the DHCS, the Secretary of the United States Department of Health and Human Services (HHS), or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

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

14. **REPORTS:**

A. Contractor shall make reports as required by Director, State, or the federal government regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided

Contractor with at least 30 calendar days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

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

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

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

C. County Claims Processing Information System:

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

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

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

15. **CONFIDENTIALITY**: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and

privacy. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality and privacy provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Attachment X -1.

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

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

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

B. **Minor Children Abuse**: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9, and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

C. **Contractor Staff**:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a

health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

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

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

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

18. **NONDISCRIMINATION IN SERVICES:**

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

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from

Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

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

19. **NONDISCRIMINATION IN EMPLOYMENT:**

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor shall certify to, and comply with, the provisions of Attachment XI – Contractor's Equal Employment Opportunity (EEO) Certification.

C. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion,

national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Such treatment shall include, but is not limited to, the following actions: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

D. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall give written notice of its obligations under this Paragraph 19 to labor organizations with which it has a collective bargaining or other agreement.

E. Contractor shall allow State and/or County representative's access to its books, accounts, and records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director.

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

Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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

H. Contractor shall include the provisions of this Paragraph 19 in every subcontract or purchase order unless otherwise expressly exempted.

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

21. **INDEMNIFICATION AND INSURANCE:**

A. **Indemnification:** Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

(1) **Evidence of Coverage and Notice to County**

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall



be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

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

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

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

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

(2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out

of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(3) Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

Failure to provide written notice of cancellation or any change in Required Insurance—may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

(4) Failure to Maintain Insurance

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

(5) Insurer Financial Ratings

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

(6) Contractor's Insurance Shall Be Primary

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

(7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss

arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(8) Subcontractor Insurance Coverage Requirements

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

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

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(10) Claims Made Coverage

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

(11) Application of Excess Liability Coverage

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

(12) Separation of Insureds

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

(13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage:

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

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

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

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

(4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to

report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

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

(c) Property Coverage

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

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

23. **CONFLICT OF INTEREST:**

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

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

identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

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

25. **INDEPENDENT STATUS OF CONTRACTOR:**

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

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

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

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgement And Confidentiality Agreement, in the form as contained in Attachment X – 2 for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee and non-employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

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

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

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

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

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

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

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

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

29. **SUBCONTRACTING:**

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

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

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

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

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

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

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

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7 for a period of



seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

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

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

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

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

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

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

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

employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

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

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

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

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

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Contractor Non-Employee Acknowledgement And Confidentiality Agreement, in the form as contained in Attachment X - 3 of this Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

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

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

shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

31. **COMPLIANCE WITH APPLICABLE LAW:**

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

B. Contractor shall be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Agreement with the County.

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

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

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

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

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

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

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

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

34. **CHILD SUPPORT COMPLIANCE PROGRAM:**

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

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

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

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

35. **TERMINATION FOR INSOLVENCY:**

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

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

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

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

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

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

36. **TERMINATION FOR DEFAULT:**

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

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

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

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

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

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

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

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

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

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

40. **ALTERATION OF TERMS**:

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

B. Administrative Amendments: Modifications to this Agreement may be accomplished using an administrative amendment process for the following purposes:

- Change of Contractor's name
- Change of Contractor's headquarter's address
- Change, revision, addition, or deletion of Provider site address.

- Change, revision, addition, or deletion of Provider site number.
- Change, revision, addition, or deletion of Provider site name.
- Change, revision, addition, or deletion of services previously approved within the Legal Entity for an existing or new Provider site.

- Technical Corrections
- Shifting of funds between currently contracted Funded Programs so long as such shifting will not cause Contractor to increase its Maximum Contract Amount.

(1) Such administrative amendment may be executed by Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendment effective.

41. **ENTIRE AGREEMENT:** The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years  
Service Delivery Site Exhibit, and Service Exhibit(s) \_\_\_\_\_

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

- A. Financial Exhibit A (Financial Provisions)
- B. Financial Summary(ies)
- C. Service Delivery Site Exhibit
- D. Service Exhibit(s)
- E. Required Supplemental Documents
- F. Contractor's Negotiation Package
- G. Subprogram Schedule

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

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

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

45. **PURCHASES**:

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

B. **Proprietary Interest of County**: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials,



and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

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

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

shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

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

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

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

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

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

51. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:** Contractor shall notify its employees, and shall require each subcontractor to notify its employees,

that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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

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

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

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

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

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

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

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

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

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

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

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

54. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED**

**PROGRAM**: Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

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

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

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

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

Contractor shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

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

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

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

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

C. Contractor and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable

actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA or HITECH.

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

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

(2) County has an electronic Data Interchange (EDI) Agreement forms available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS\\_EDI\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes information about the applicable HIPAA transactions that can be processed in the County's Integrated System (IS) and the Integrated Behavioral Health Information System (IBHIS) respectively.

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

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

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

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

(7) County has Trading Partner Agent Authorization Agreements available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS\\_EDI\\_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IS and IBHIS respectively.

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

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

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

56. **TECHNOLOGY REQUIREMENTS:**

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

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

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

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



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

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

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

B. Written Employee Jury Service Policy:

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

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

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event,

Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

58. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

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

59. **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

60. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):**

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during

the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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

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

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

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

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

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

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

63. **FORCE MAJEURE:**

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

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

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

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

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

66. **PUBLIC RECORDS ACT:**

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 13 - Record and Audits of this Agreement; as well as those documents which were required to be submitted in response to any solicitation conducted by the County for any services and/or programs for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

(1) County shall notify Contractor upon receipt of a request for such marked documents.

B. In the event the County is required to defend an action on a Public Records Act request, following notification to Contractor, for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

67. **SECURITY AND BACKGROUND INVESTIGATION:**

A. All Contractor staff performing services under this Contract who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information.

The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

B. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

C. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

D. Disqualification of any member of Contractor's staff pursuant to this Paragraph 67 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

68. **AIR OR WATER POLLUTION REQUIREMENTS:** Unless specifically exempted under federal law, any federally funded Legal Entity Agreement and/or any subcontracts in excess of \$100,000 must comply with the following provisions:

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).

B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

69. **TIME OFF FOR VOTING:** The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

For the County, please use the following contact information:

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

For the Contractor, please use the following contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

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





**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT I**

**DEFINITIONS**

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

- A. "ACA" means the Patient Protection and Affordable Care, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010;
- B. "Cal MediConnect" means the Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program;
- 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. "CCR" means the California Code of Regulations;
- F. "CDSS" means California Department of Social Services;
- G. "CGF" means County General Funds;
- H. "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;
- I. "County's Claims Processing Information System" means the current system employed by the Department of Mental Health to submit and process claims;
- J. "Countywide Maximum Allowances" or "CMA" means County established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors;
- K. "CPT" means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication;

## DEFINITIONS CONTINUED

- L. "Day(s)" means calendar day(s) unless otherwise specified;
- M. "DCFS" means County Department of Children and Family Services;
- N. "DHCS" means California Department of Health Care Services;
- O. "Director" means County's Director of Mental Health or his authorized designee;
- P. "DMH" means County's Department of Mental Health;
- Q. "DPSS" means County's Department of Public Social Services;
- R. "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;
- S. "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;
- T. "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.;
- U. "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;
- V. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;
- W. "Funded Program" means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Agreement. A Funded Program is made up of one or more Subprograms;
- X. "Gross Program Budget" is the sum total of the Net Program Budget and all "Third Party Revenues" shown in the Financial Summary;

## DEFINITIONS CONTINUED

- Y. "GROW" means General Relief Opportunities for Work;
- Z. "IMD" means Institutions for Mental Disease and includes 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;
- AA. "Legal Entity" means a provider of mental health services as is described in Title 9 CCR section 1840.100;
- BB. "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;
- CC. "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;
- DD. "Medicaid Expansion under ACA in California" means expansion of Medi-Cal eligibility to additional low-income adults;
- EE. "Mental Health Services Act" ("MHSA") means the initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and County agencies and which requires the development of integrated plans for prevention, innovation, and system of care services;
- FF. "MHRC" means Mental Health Rehabilitation Centers certified by the DHCS;
- GG. "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;
- HH. "PATH" means Projects for Assistance in Transition from Homelessness Federal grant funds;

## DEFINITIONS CONTINUED

- II. "PHF" means a Psychiatric Health Facility. A Psychiatric Health Facility is 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; such care includes 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;
- JJ. "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;
- KK. "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;
- LL. "SAMHSA" means Substance Abuse and Mental Health Services Administration Federal block grant funds;
- MM. "Sensitive Position" means, per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract;
- NN. "SDMH" means State Department of Mental Health; – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Agreement should mean DHCS; unless otherwise specifically stated to mean "SDMH";
- OO. "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;
- PP. "SNF-STP" mean Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health;
- QQ. "State" means the State of California;

## DEFINITIONS CONTINUED

- RR. "Statement of Qualifications" ("SOQ") means a contractor's response to an RFSQ;
- SS. "Statement of Work" ("SOW") means a written description of services desired by County for a specific Work Order;
- TT. "Subprogram" means a set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors' areas of expertise and their ability to provide specific services and/or serve specific populations. The Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement;
- UU. "Title IV" means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;
- VV. "Title XIX" means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
- WW. "Title XXI" means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;
- XX. "UMDAP" means DHCS's Uniform Method of Determining Ability to Pay;
- YY. "WIC" means the California Welfare and Institutions Code; and
- ZZ. "Work Order" means a document, which includes a Statement of Work, requesting Bids for specific services from a pre-qualified pool of Contractors that have Master Agreements. An executed Work Order becomes part of the Master Agreement.



**FINANCIAL EXHIBIT A  
(FINANCIAL PROVISIONS)**

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1 FINANCIAL EXHIBIT A  
2 (FINANCIAL PROVISIONS)

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FINANCIAL EXHIBIT A  
FINANCIAL PROVISIONS

**A. GENERAL**

(1) The County shall pay Contractor in arrears for eligible services provided under this DMH Legal Entity Agreement and in accordance with the terms of this Financial Exhibit A up to the amounts identified for each Funded Program as shown in the Financial Summary and as otherwise may be limited under this DMH Legal Entity Agreement and the attachments thereto, including but not limited to this Financial Exhibit A and the Financial Summary.

(a) For the purposes of the Agreement, a “Funded Program” is a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal or Non-Medi-Cal) as identified on a row on the Financial Summary.

(b) For the purposes of the Agreement, the “Funded Program Amount” is the amount identified in the last column of the Financial Summary for each Funded Program.

(c) For the purposes of this Agreement, “Non-Medi-Cal” includes all of the following: Persons with no known outside payer source, persons for whom eligibility for benefits under the State’s Medi-Cal programs is being determined or established, and persons whose eligibility for the Medi-Cal programs was unknown at the time that services were rendered.

(d) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in the Financial Summary is provided based on Contractor’s ability to provide specific services and/or serve specific populations, which may include but not be limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children’s Health Insurance Program (MCHIP); existing Title XIX Short-Doyle/Medi-Cal Program for individuals with low income and resources such as children and families, pregnant women, seniors, and persons with disabilities; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as specified in the Negotiation Package. Therefore, Contractor shall ensure access and provision of a full array of Specialty Mental Health Services to all eligible beneficiaries based on client needs as set forth in the Negotiation Package under this Agreement.

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

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

(g) The Contractor understands and agrees that the Subprogram Schedule reflects the specific subprogram amount(s) per Funded Program as indicated in the approved Negotiation Package.

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

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

(a) Contractor shall be responsible for delivering services to the extent that funding is provided by County. To the extent that Contractor does not have funds allocated in this Agreement for a Funded Program that pays for services to a particular eligible beneficiary, Contractor shall, at the first opportunity, refer said eligible

beneficiary to another Contractor or County facility, within the same geographic area to the extent feasible, that has available funds allocated for that Funded Program.

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

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

**B. LIMITATIONS ON MAXIMUM REIMBURSEMENT**

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

(a) In addition to the general limitation of Paragraph B (1) of this Financial Exhibit A, in no event shall the maximum reimbursement that will be paid by County to Contractor under this Agreement for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as provided on the Financial Summary for the Initial Period, First Automatic Renewal Period and the Second Automatic Renewal Period, respectively, of this Agreement.

(2) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under this Agreement in an amount equal to seventy-five (75) percent of the total MCA or seventy-five (75) percent of the Funded Program Amount(s) during the Initial Period, First Automatic Renewal Period or the Second Automatic Renewal Period of this Agreement.

(a) Contractor shall send such notice to those persons and addresses which are set forth in the DMH Legal Entity Agreement, Paragraph 65 (NOTICES).

(b) Failure of Contractor to comply with Subparagraph (2) of this Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT) will be considered a breach of this Agreement.

(3) Except as otherwise provided in this Agreement, the total MCA and/or the Funded Program Amount(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs C (REIMBURSEMENT FOR INITIAL PERIOD) and D (REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED) may not be increased or decreased without a properly executed amendment to this Agreement. The Parties acknowledge that the actual number of individuals seeking care from Contractor who have coverage under a particular Funded Program may differ from the estimated number upon which the Funded Program Amounts were based and that it may be appropriate to increase Contractor's responsibility to provide services to some eligible individuals while decreasing its responsibilities to provide services to other types of eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Funded Program Amounts, may be accomplished through a formal amendment or administrative amendment for shifting of funds, completed in advance of the provision of services and as outlined in the DMH Policy, *Shifting Guidelines for the Legal Entity Agreement*. In case of an administrative amendment, such administrative amendment may be executed by Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendment effective.

(5) The MCA for each period of this Agreement includes Cash Flow Advance which is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under this Agreement for the applicable period.

**C. REIMBURSEMENT FOR INITIAL PERIOD**

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

and shall consist of Funded Programs as shown on the Financial Summary.

**D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED**

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

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

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

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

**E. REIMBURSEMENT BASIS**

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

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

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

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

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

(2) Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902(e) of the WIC, Institutions for Mental Diseases (IMD), which are licensed as level two nursing facilities (SNF) by the State Department of Health Care Services (SDHCS), are reimbursed for basic services at the rate(s) established by SDHCS and in accordance with Assembly Bill 360 for Medi-Cal services provided by level B nursing facilities, in addition to the Medi-Cal rate established by SDHCS for a Special Treatment Plan (STP). Accordingly, the IMD reimbursement rate will consist of a basic SNF rate and a STP rate; and for some IMD programs a rate for specialized programming and/or provision of more intensive mental health services provided to clients at County's request, if applicable; or a

Mental Health Rehabilitation Center (MHRC) rate established by the County for specialized programming and/or provision of more intensive mental health services provided to clients at County's request.

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

(4) Reimbursement Rates for Organizational Providers for Medi-Cal Specialty Mental Health Services: Reimbursement shall be based upon rate(s) published in the County of Los Angeles DMH Local Mental Health Plan Medi-Cal Specialty Mental Health Services Provider Manual and any subsequent Provider Bulletins.

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

(6) Unique Funded Program: To the extent that Contractor's Agreement includes a Funded Program which has billing and payment requirements that are not consistent with the provisions of this Paragraph E (REIMBURSEMENT BASIS), the special billing and payment requirements shall be set forth in an addendum to this Financial Exhibit A and signed by Contractor and Director.

**F. BILLING PROCEDURES**

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

(2) Claims Certification and Program Integrity:

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

(b) Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title

XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A-1 to this Attachment II) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX Short-Doyle/Medi-Cal and/or MAA and/or Title XXI MCHIP claims.

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

(a) Contractor must submit claims within thirty (30) calendar days as specified above unless there is a reasonable justification in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP, within six (6) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (ii) a replacement claim for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP within nine (9) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

(b) Notwithstanding Subparagraph (3) (a) of this Paragraph (F) (BILLING PROCEDURES), good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.

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

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



Contractor in accordance with the applicable State and/or federal administrative appeal process.

(e) Contractor shall, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) in the event Contractor is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Contractor. Such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification shall be pursuant to the DMH Legal Entity Agreement, Paragraph 65 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's Help Desk.

(f) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the entry by Contractor of claiming information into the County's claims processing information system, and County will waive the requirement of Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor shall enter billing information into the County's claims processing information system within thirty (30) calendar days of County's notice unless otherwise agreed to by County and Contractor.

i. To the extent that issues identified pursuant to Subparagraph (3) (f) of this Paragraph F (BILLING PROCEDURES) requires that Contractor modify its procedures for entering claims into the County's claims processing information system, Contractor shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the thirty (30) calendar days required by Subparagraph (3) (f) of this Paragraph F (BILLING PROCEDURES) shall be extended by the amount of time required to implement such modifications.

(g) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification. To the extent that such modifications create a delay in Contractor submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph F

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

(4) Institutions for Mental Diseases (IMD): If Contractor is an IMD, Contractor shall, no later than the 15<sup>th</sup> of each month, submit an invoice to the County for patient days approved in writing by the County for the previous month. Said invoice shall be in a form as specified by the County, and will include an itemized accounting of all charges for each patient day. Invoices shall be submitted to the persons and at the address identified in Paragraph X (PAYMENT AND INVOICE NOTIFICATIONS).

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

(a) County may modify the County's MAA data base system, at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing prior to implementing any such modification and the reason, if known, for the modification and the planned implementation date of the modification.

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

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

**G. COUNTY PAYMENT FOR SERVICES RENDERED**

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

Period and Second Automatic Renewal Period, respectively, subject to all of the rules, regulations and policies established by the County, State and/or federal governments regarding payment and reimbursement of services, and in accordance with the terms of this Agreement.

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

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

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

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

#### **H. BILLING AND PAYMENT LIMITATIONS**

(1) Provisional Payments: County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future County, State and/or federal adjustments. County adjustments to provisional payments to Contractor will be based upon the match fund amount specified in the Financial Summary, County's claims processing information system data, MAA data base information, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost report, application of various County, State and/or federal reimbursement limitations, application of any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits, all of which take precedence over monthly claim reimbursements. County and Contractor acknowledge that the references in this Paragraph H (BILLING AND PAYMENT LIMITATIONS) represent examples only and are not intended, nor shall be

construed, to represent all of the circumstances or conditions that may result in adjustments to provisional payments.

(2) Limitations on Payments to Organizational Providers: In addition to all other limitations provided in this Paragraph H (BILLING AND PAYMENT LIMITATIONS), reimbursement to Organizational Providers also shall be limited by number of authorized visits over the threshold as stipulated in the County of Los Angeles DMH Local Mental Health Plan Provider Manual.

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

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

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

(5) Adjustment of Claims for Agreement Compliance: Director, in his sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor shall not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of this Agreement. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than that amount that would be calculated using Contractor's provisional rates, denying claims for payment; holding claims for

Medi-Cal services from being forwarded for adjudication by the State; withholding payment of certain claims; and/or demanding repayment from Contractor.

(a) Concurrent with any such action, Director shall provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action. Thereafter, Contractor may, within ten (10) calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations for making a determination that such action was necessary, including any amount(s) held, denied or reduced.

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

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

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

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

(a) Prior to withholding payment, Director shall provide Contractor with at least thirty (30) calendar days written notice of the County's decision to withhold payment, including the reason(s) for intended action and the identification of the incomplete or incorrect service data. Thereafter, Contractor may, within fifteen (15) calendar days, request reconsideration of the County's decision.

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

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

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

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

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

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

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

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

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

within fifteen (15) calendar days, request reconsideration of Director's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.

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

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

(9) No Payment for Services Rendered Following Expiration/Termination of Agreement: Contractor shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement or any part thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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

**I. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

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

(2) This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of this Agreement.

(3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to unilaterally reduce its payment obligation under this Agreement to

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

(4) Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such non-appropriation of funds at the earliest possible date.

(5) Notwithstanding any other provision of this Agreement, for the purposes of any special grants such as Substance Abuse and Mental Health Services Administration (SAMHSA) and discretionary funds received from the Board of Supervisors, any unspent amounts of such grants and/or discretionary funds, if so authorized by the grantor or the Board of Supervisors, may be rolled over from one fiscal year to the next by decreasing and increasing the Funded Program Amount, thus the MCA, by the same amount in the related fiscal years. Such roll over of funds shall not, in any event, allow Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds shall be effected by a duly executed amendment to this Agreement.

**J. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS**

(1) Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the Funded Programs identified in the Financial Summary. Each Funded Program has been established in accordance with the



requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Funded Program.

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

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

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

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

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

**K. CONTRACTOR'S RESPONSIBILITY TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS**

(1) County and Contractor may by written amendment reduce programs or services and revise the applicable Maximum Contract Amount and/or Funded Program Amount. The Director shall provide fifteen 15 business days prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County, to Contractor, and DMH Contracts Development and Administration Division. Any such change in any applicable MCA and/or Funded Program Amount shall be effected by a formal or administrative amendment to this Agreement by Director.

(2) Contractor shall be responsible for delivering and monitoring services so as to provide for, to the extent funding is provided by County, the continued and uninterrupted provision of eligible services to eligible beneficiaries as specified in this Agreement. Notwithstanding Subparagraph (1) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), if the County reasonably determines from a quarterly review of Schedule 8 (Legal Entity Mental Health Plan) of the approved Negotiation Package that Contractor will deviate twenty-five (25) percent or more from its projected claim amount for any provider number/funding source, County may notify Contractor to discuss and determine whether a corrective action plan (CAP) will be required. Also notwithstanding Subparagraph (1) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), if the County reasonably determines from a review of Schedule 9 (Subprogram Schedule) of the approved Negotiation Package that Contractor will deviate fifteen (15) percent or more from any projected subprogram amount, i.e., gross Non-Medi-Cal, gross Medi-Cal, and gross Medicaid Expansion amounts, County may notify Contractor to discuss and determine whether a CAP will be required. If a CAP is required in either case, and a CAP is written and Contractor does not comply with such CAP, County may implement options (a) and/or (b) as specified below to safeguard County's mission to ensure access to services for all client populations and to the types of services and supports necessary to assist clients in achieving hope, wellness, and recovery.

(a) Restrict Contractor from expending any additional funds and after providing fifteen (15) business days prior written notification to Contractor of County's intent to reallocate funds to another program budget category for the same period within this Agreement, and/or reallocate such funds for the efficient use of such funds. This written

notification is to include an explanation of how the County reached the conclusion that Contractor is deviating from the approved levels of services and/or number of beneficiaries and/or funds; copies of relevant data, such as but not limited to County information system reports that County used in making this decision; the nature and amount of funding changes to Contractor; and any changes in the amount of services to be received by County;

(b) Provide fifteen (15) business days prior written notification to Contractor of County's intent to decrease Contractor's said fund amount for subsequent fiscal years and reallocate funds for the efficient use of such funds.

(3) In the event Contractor believes that an adjustment under Subparagraph (2) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is unjustified, Contractor may, within the fifteen (15) business days notice period, so notify the Director in writing, and request a meeting with County to review County's documentation. Any such meeting shall be held within thirty (30) calendar days of the initial written notification. If Contractor fails to meet with County in this period of time, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended changes to its MCA and/or Funded Program Amount.

If, thereafter, it is still determined that an adjustment under this Subparagraph (2) of Paragraph K (CONTRACTOR'S RESPONSIBILITY TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is justified, the County shall reallocate such funds, as provided above. Director shall provide final prior written notice of such funding changes, including any changes in the amount of services to be received by County, to Contractor and DMH Contracts Development and Administration Division, and the determination of the Director will be final. Any such change in any applicable MCA and/or Funded Program Amount shall be effected by a formal amendment or administrative amendment to this Agreement by Director. Changes that are based on one-time circumstances will be applicable to the current contract year only and shall not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Funded Program Amount in subsequent years.

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

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

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

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

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

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

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

(4) County, as the Mental Health Plan, shall submit to the State in a timely manner claims for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system and/or into the Medi-Cal Administrative Activities data base system, as appropriate, which are compliant with State and federal requirements. County shall make available to Contractor

any subsequent State approvals or denials of such claims within thirty (30) days of receipt thereof.

(5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services is contingent upon reimbursement from the State and federal governments and that County's provisional payment for said services does not render County in any way responsible for payment of, or liable for, Contractor's claims for payment for these services.

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

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

(8) Contractor shall repay to County the amount paid by County to Contractor for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities which are subsequently denied or disallowed by the County, State, and/or federal governments. In no event shall County be liable or responsible to Contractor for any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.

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

(10) Notwithstanding any other provision of this Agreement, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph L (LIMITATIONS ON COUNTY'S FINANCIAL

RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment shall be in accordance with Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY), except for denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.

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

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

**M. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

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

(a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and Welfare and Institutions Code Sections 5709 and 5710.

(b) The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.

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

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

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

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

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

(a) Contractor's submission of a revised claim statement showing all such non-reported revenue.

(b) A report by County to SDHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.

(c) Any appropriate financial adjustment to Contractor's reimbursement.

**N. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED**

(1) The MCA for each period of this Agreement may include Cash Flow Advance (CFA) which is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under this Agreement during the applicable period.

(2) For each month of each period of this Agreement, County will reimburse Contractor based upon Contractor's submitted claims for rendered

services/activities subject to claim edits, and future settlement and audit processes. However, for each month of the first two (2) months, of the Initial Term, the First Automatic Renewal Period, or the Second Automatic Renewal Period, Contractor may request in writing from County a monthly County General Fund CFA as herein described.

(3) CFA shall consist of, and shall be payable only from, the MCA for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

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

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

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

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

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

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

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

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

i. If a CFA is not approved, Director will notify Contractor within ten (10) business days of the decision, including the reason(s) for



non-approval. Thereafter, Contractor may, within fifteen (15) calendar days, request reconsideration of the decision.

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

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

(a) For each of the first two (2) months of each period that this Agreement is in effect, Contractor may request in writing from County a monthly County General Fund CFA for any funds which may be part of the MCA for such period as identified in the Financial Summary. Contractor shall specify in its request the amount of the monthly CFA it is requesting, not to exceed \$\_\_\_\_\_ for the first month and \$\_\_\_\_\_ for the second month, if applicable. In no event shall the monthly CFA requested by Contractor exceed 1/12<sup>th</sup> of MCA as identified on the Financial Summary as of the specified month the CFA is requested.

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

(c) The Contractor may request in writing from County, consistent with above Subparagraph (8) (a) of this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph F (BILLING PROCEDURES) or County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in his sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The

County in its sole discretion shall review Contractor's request, including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and shall respond accordingly within fifteen (15) business days from the receipt of such request.

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

(9) Recovery of Cash Flow Advances: If Contractor has received any CFA pursuant to this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), then recovery from Contractor's monthly claims shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) as follows:

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

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

(c) Should a Contractor have any remaining CFA balance for a particular fiscal year at such time as the State SD/MC Cost Report is complete, County will perform an analysis to determine the amount of unearned CFA balance based on the SD/MC Cost Report and Contractor repayment of the unearned CFA balance shall be conducted as specified in Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY) unless otherwise agreed to by County.

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

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

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

**O. ANNUAL COST REPORTS**

(1) For each fiscal year or portion thereof that this Agreement is in effect, Contractor shall provide County with two (2) copies of an accurate and complete Annual Cost Report, along with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and Cost Report Certification must be signed by a Contractor's executive official or designee, by the due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS).

(2) An accurate and complete Annual Cost Report shall be defined as a cost report which is completed to the best of the ability of Contractor on such forms or in such formats as specified by the County and consistent with such instructions as the County may issue and is based on the best available data.

(3) The Annual Cost Report will be comprised of a separate set of forms for the County and State based on the Financial Summary applicable to the fiscal year.

(4) The Annual Cost Report will be due on September 15<sup>th</sup> for the fiscal year ending on the previous June 30<sup>th</sup> or seventy-five (75) calendar days following the expiration or termination date of this Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.

(a) Failure by Contractor to submit an Annual Cost Report within thirty (30) calendar days after the due date specified in above Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) shall constitute a breach of this Agreement.

i. In addition to, and without limiting, any other remedy available to the County for such breach, County may undertake any or all of the following to remedy such breach:

(A) In such instance that Contractor does not submit an Annual Cost Report(s) by such thirty (30) calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS), then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor for the fiscal year for which the Annual Cost Report(s) is (are) outstanding shall be due by Contractor to County. Contractor shall pay County according to the method described in Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY). Such payments shall be submitted to the persons and at the address identified in Paragraph X (PAYMENT AND INVOICE NOTIFICATIONS).

(B) If this Agreement is automatically renewed as provided in DMH Legal Entity Agreement Paragraph 1 (TERM), then County may opt to suspend payments to Contractor under this Agreement until the Annual Cost Report(s) is (are) submitted. County shall give Contractor at least fifteen (15) business days written notice of its intention to suspend payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have fifteen (15) business days either to correct the deficiency, or to request reconsideration of the decision to suspend payments. Payments to Contractor shall not be suspended during said fifteen (15) business days provided to correct the deficiency or, if reconsideration is requested, pending the results of the reconsideration process.

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

i. Liquidated damages shall be assessed separately on each outstanding Annual Cost Report.

ii. Liquidated damages shall be assessed commencing on September 16<sup>th</sup> or on the seventy-sixth (76<sup>th</sup>) day following the expiration or earlier

termination of this Agreement and shall continue until the outstanding Annual Cost Report(s) is (are) received.

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

iv. Contractor may ask that liquidated damages not be assessed by sending a written request for an extension to submit the Annual Cost Report to the Director no later than thirty (30) calendar days prior to the due date specified in this Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS). The decision to grant an extension without assessing liquidated damages in accordance with Subparagraph (4) (b) of this Paragraph O (ANNUAL COST REPORTS) shall be at the sole discretion of the Director.

(5) Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2; "The Provider Reimbursement Manual Parts 1 and 2;" the State's Cost and Financial Reporting System (CFRS) Instruction Manual; and for organizational providers in the Mental Health Specialty Services Mental Health Plan' service provider network, the "Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management;" and any other written guidelines that shall be provided to Contractor at the Cost Report training, to be conducted by County on or before June 30 of the fiscal year for which the Annual Cost Report is to be prepared.

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

(b) Failure by the Contractor to attend the Cost Report Training shall be considered a breach of this Agreement that will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to attend the Cost Report Training. The County and Contractor hereby agree that a reasonable estimate of said damages is \$100 per occurrence. Therefore, County may, in its sole discretion, assess liquidated damages in the amount of \$100 for Contractor's non-attendance at the Cost Report Training. Said Payment shall be submitted to the persons and at the address identified in Paragraph X (PAYMENT AND INVOICE NOTIFICATIONS).

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

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

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

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

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

(2) Contractor shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete Title XIX Short-Doyle/Medi-Cal Reconciliation Report at the legal entity level by the due date set by the State for the applicable fiscal year. The due date is approximately sixteen (16) months after the close of the fiscal year.

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

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

**Q. ANNUAL COST REPORT RECONCILIATION AND SETTLEMENT**

(1) Based on the Annual Cost Report(s) submitted pursuant to Paragraph O (ANNUAL COST REPORTS) and the most updated State Medi-Cal approvals and County claims information, at the end of each fiscal year or portion thereof that this Agreement is in effect, the State and County will perform an Annual Cost Report Reconciliation and Settlement.

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

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

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

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

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

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

(c) Funded Program Amounts;

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

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

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

i. Upon receipt by County of the Contractor's written request, the County shall, within thirty (30) calendar days, meet with the Contractor to review the annual cost report settlement and to consider any documentation or information

presented by the Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.

ii. Within thirty (30) calendar days of the meeting specified above in Subparagraph (4) (i) of this Paragraph Q (ANNUAL COST REPORT RECONCILIATION AND SETTLEMENT), County shall issue a response to the Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.

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

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

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

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

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

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

(3) Post-Audit SD/MC Settlement: In the case of a State Short-Doyle/Medi-Cal (SD/MC) audit, the State and County will perform a post-audit SD/MC



settlement based on State audit findings. Such settlement will take place when the State initiates its settlement action, which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.

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

(b) If the Post-Audit SD/MC Settlement determines that the amount paid by County to Contractor for any units furnished hereunder are more than the amounts allowable pursuant to this Agreement, then the difference shall be due by Contractor to County upon the State and/or Federal collection from County of the amount due, or after exhausting all appeals, if any, whichever occurs first. Contractor shall make payment to the County in accordance with the terms of Paragraph S (METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph X (PAYMENT AND INVOICE NOTIFICATIONS).

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

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

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

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

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

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

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

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

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

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

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

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

**S. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

(1) Within ten (10) business days after written notification by County to Contractor of any amount due by Contractor to County, Contractor shall notify County as to

which of the following five payment options Contractor requests be used as the method by which such amount shall be recovered by County. Any such amount shall be:

- (a) Paid in one cash payment by Contractor to County;
- (b) Deducted from future claims over a period not to exceed three (3) months;
- (c) Deducted from any amounts due from County to Contractor whether under this Agreement or otherwise;
- (d) Paid by cash payment(s) by Contractor to County over a period not to exceed three (3) months; or
- (e) A combination of any or all of the above.

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

**T. INTEREST CHARGES ON DELINQUENT PAYMENTS**

(1) If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Agreement within sixty (60) calendar days after the due date, then Director, after written notice to Contractor, may assess interest charges on such late payment.

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

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

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

**U. FINANCIAL SOLVENCY**

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

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**V. COUNTY AND CONTRACTOR REQUESTED CHANGES**

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

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

(b) All changes requested by the Contractor shall be followed by a Mid-Year Change to the last approved Negotiation Package to be submitted by the Contractor, which must be approved by the Director as specified in DMH Notice, *Negotiation Package Submission Procedures*.

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

(a) Contractor's request for consideration of an increase in the MCA or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the MCA or the Funded Program Amount. To the extent that County agrees to increase MCA or a Funded Program Amount, such approval shall be in the form of an executed amendment to this Agreement. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph V (CONTRACTOR REQUESTED CHANGES).

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

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

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

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

**W. DELEGATED AUTHORITY**

(1) Notwithstanding any other provision of this Agreement, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement under the following conditions.

(a) County's total payments to Contractor under this Agreement, for each fiscal year of the term of this Agreement, does not exceed an increase of more than the Board of Supervisor-approved percentage of the current applicable MCA; and

(b) Any such MCA amendment increase or amendment change shall only be for the provision of additional services; for the provision of new services as reflected on Attachment VI (SERVICE EXHIBITS); or to reflect program and/or policy changes that affect this Agreement; and

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

(d) Approval of County Counsel, or the designee, is obtained prior to any such amendment to this Agreement.

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

**X. PAYMENT AND INVOICE NOTIFICATIONS**

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

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

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

County of Los Angeles Department of Mental Health

Financial Services Bureau – Accounting Division

550 S. Vermont Avenue, 8<sup>th</sup> Floor

Los Angeles, CA 90020

Attn: Accounts Receivable

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

Legal Entity: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Executed at \_\_\_\_\_, California

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Executed at \_\_\_\_\_, California

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

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

**Financial Summary**

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

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

A	B	C	E	F
Rank	Funded Programs	Medi-Cal Reimbursable (Y/N) <sup>1</sup>	Local Match Funds	Funded Program Amount (Gross)
<b>Categorically Funded Programs</b>				
100N	Family Preservation Program	N		
130N	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		
130.1M	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y		
130.2M	Specialized Foster Care MAT MC	Y		
130.4M	Specialized Foster Care TFC MC	Y		
130.3M	Specialized Foster Care Wraparound MC	Y		
300N	DCFS Medical Hub Non-MC	N		
301M	DCFS PHF MC	Y		
302N	DCFS Independent Living Invoice	N		
304M	DCFS 2011 Realignment MC	Y		
131N	Group Home Aftercare Services Non-MC	N		
131M	Group Home Aftercare Services MC	Y		
132N	First 5 Non-MC	N		
	First 5 Invoice	N		
132M	First 5 MC	Y		
140N	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		
142N	Family Wellness Network (SAMHSA, CFDA #93.243) Invoice	N		
150N	Juvenile Justice Program (STOP) Non-MC	N		
151N	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		
152N	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
153N	Juvenile Justice Program (COD) Non-MC	N		
154N	Juvenile Justice Program (FFT) Non-MC	N		
154M	Juvenile Justice Program (FFT) MC	Y		
320N	Juvenile Justice Program/Title IV-E MST Non-MC	N		
320M	Juvenile Justice Program/Title IV-E MST MC	Y		
160N	PATH McKinney, CFDA #93.150 Non-MC	N		
170N	Homeless Services Non-MC	N		
	Homeless Services Invoice	N		
170M	Homeless Services MC	Y		
180N	CalWORKs MHS Non-MC	N		
181N	CalWORKs Homeless Family Project Non-MC	N		
	CalWORKs Homeless Family Project Invoice	N		
182N	GROW Non-MC	N		
171N	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
	Post-Release Community Supervision-Comm Reintegration Prog Invoice	N		
171M	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
310N	DPH Dual Diagnosis Non-MC	N		
330N	Other Employment Services/CJCC Invoice	N		
350N	DCSS Forensic Center Services Invoice	N		
<b>Federal/State Revenue</b>				
360M	Federal/State Revenue MC	Y		
<b>CGF Funded Programs</b>				
400N	DMH Mental Health Services (CGF) Non-MC	N		
	DMH Mental Health Services (CGF) Invoice	N		
400M	DMH Mental Health Services (CGF) MC	Y		
190N	PES Relief Plan Non-MC	N		
	PES Relief Plan Invoice	N		
190M	PES Relief Plan MC	Y		
340N	CGF IMD Step Down Non-MC	N		
	CGF IMD Step Down Invoice	N		
340M	CGF IMD Step Down MC	Y		



**Financial Summary**

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

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

MHSA Funded Programs		
500N	MHSA Full Service Partnership Non-MC	N
	MHSA Full Service Partnership Invoice	N
500M	MHSA Full Service Partnership MC	Y
	MHSA Family Support Services Non-MC	N
501N	MHSA Family Support Services Non-MC	N
	MHSA Family Support Services Invoice	N
502M	MHSA Full Service Partnership Wraparound MC	Y
	MHSA Field Capable Clinical Services Non-MC	N
510N	MHSA Field Capable Clinical Services Non-MC	N
	MHSA Field Capable Clinical Services Invoice	N
510M	MHSA Field Capable Clinical Services MC	Y
	MHSA Wellness Center Non-MC	N
520N	MHSA Wellness Center Non-MC	N
	MHSA Wellness Center Invoice	N
520M	MHSA Wellness Center MC	Y
	MHSA Enriched Residential Services Non-MC	N
530.1N	MHSA Enriched Residential Services Non-MC	N
	MHSA Enriched Residential Services Invoice	N
530.1M	MHSA Enriched Residential Services MC	Y
	MHSA Urgent Care Center Non-MC	N
530.2N	MHSA Urgent Care Center Non-MC	N
	MHSA Urgent Care Center Invoice	N
530.2M	MHSA Urgent Care Center MC	Y
	MHSA IMD Step Down Non-MC	N
540N	MHSA IMD Step Down Non-MC	N
	MHSA IMD Step Down Invoice	N
540M	MHSA IMD Step Down MC	Y
	MHSA Probation Camp Program Non-MC	N
800N	MHSA Probation Camp Program Non-MC	N
	MHSA Jail Transition & Linkage Invoice	N
810N	MHSA Jail Transition & Linkage Invoice	N
	MHSA Planning, Outreach, & Engagement Non-MC	N
820N	MHSA Planning, Outreach, & Engagement Non-MC	N
	MHSA Planning, Outreach, & Engagement Invoice	N
830N	MHSA Captial Facility Invoice	N
	MHSA Prevention & Early Intervention Non-MC	N
600N	MHSA Prevention & Early Intervention Non-MC	N
	MHSA Prevention & Early Intervention Invoice	N
600M	MHSA Prevention & Early Intervention MC	Y
	MHSA Innovation IMHT Non-MC	N
700.1N	MHSA Innovation IMHT Non-MC	N
	MHSA Innovation IMHT Invoice	N
700.1M	MHSA Innovation IMHT MC	Y
	MHSA Innovation ISM Non-MC	N
700.2N	MHSA Innovation ISM Non-MC	N
	MHSA Innovation ISM Invoice	N
700.2M	MHSA Innovation ISM MC	Y
	MHSA Innovation ICM Non-MC	N
700.3N	MHSA Innovation ICM Non-MC	N
	MHSA Innovation ICM Invoice	N
700,3M	MHSA Innovation ICM MC	Y
	MHSA Innovation IPRM Non-MC	N
700.4N	MHSA Innovation IPRM Non-MC	N
	MHSA Innovation IPRM Invoice	N

**Maximum Contract Amount (MCA)**

**\$ -**

<sup>1</sup>Medi-Cal reimbursable reflects DMH program guidelines in addition to applicable state and federal regulations.

Contractor Name:  
 Agreement No.:  
 Agreement Period:

Subprogram Schedule:  
 Financial Summary:  
 Amendment No.:

LE No.:  
 Fiscal Year:  
 Amendment Date:

A Rank	B Subprograms	C Non-Medi-Cal Funds		F Medi-Cal Funds				I Subprogram Amount (Gross Dollars)
		Direct/Indirect Service	Manual Invoice	EPSDT Medi-Cal	Non-EPSDT Medi-Cal	MCHIP	Medicaid Expansion	
<b>Categorically Funded Programs</b>								
100N	Family Preservation Program							-
130N	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)							-
130.1M	Specialized Foster Care Enhanced MH Svcs Medi-Cal (MC)							-
130.2M	Specialized Foster Care MAT MC							-
130.4M	Specialized Foster Care TFC MC							-
130.3M	Specialized Foster Care Wraparound MC							-
300N	DCFS Medical Hub Non-MC							-
301M	DCFS PHF MC							-
302N	DCFS Independent Living Non-MC							-
304M	DCFS 2011 Realignment MC							-
131N,M	Group Home Aftercare Services							-
132N,M	First 5							-
140N	Comprehensive SOC Prog (SAMHSA,CFDA#93.958) Non-MC							-
142N	Family Wellness Network (SAMHSA,CFDA#93.243) Non-MC							-
150N	Juvenile Justice Program (STOP) Non-MC							-
151N	Juvenile Justice Program (JJCPA-MHSAT) Non-MC							-
152N	Juvenile Justice Program (JJCPA - MST) Non-MC							-
153N	Juvenile Justice Program (COD) Non-MC							-
154N,M	Juvenile Justice Program (FFT)							-
320N,M	Juvenile Justice Program/Title IV-E MST							-
160N	PATH McKinney, CFDA #93.150 Non-MC							-
170N,M	Homeless Services							-
180N	CalWORKs MHS Non-MC							-
181N	CalWORKs Homeless Family Project Non-MC							-
182N	GROW Non-MC							-
171N,M	Post-Release Community Supervision-Comm Reintegration							-
310N	DPH Dual Diagnosis Non-MC							-
330N	Other Employment Services/CCJCC Non-MC							-
350N	DCSS Forensic Center Services Non-MC							-
<b>Federal/State Revenue</b>								
360M	Federal/State Revenue MC							-
<b>CGF Funded Programs</b>								
400N,M	DMH Mental Health Services (CGF)							-
190N,M	PES Relief Plan							-
340N,M	CGF IMD Step Down							-
<b>MHSA Funded Programs</b>								
500N,M	MHSA Full Service Partnership (FSP) Child							-
	MHSA FSP TAY							-
	MHSA FSP Adult							-
	MHSA FSP Older Adult							-
501N	MHSA Family Support Services Non-MC							-
502M	MHSA Full Service Partnership Wraparound Child MC							-
	MHSA Full Service Partnership Wraparound TAY MC							-
510N,M	MHSA Field Capable Clinical Services (FCCS) Child							-
	MHSA FCCS TAY							-
	MHSA FCCS Adult							-
	MHSA FCCS Older Adult							-
	MHSA FCCS Service Extender Adult							-
	MHSA FCCS Service Extender Older Adult							-
520N,M	MHSA Wellness Center							-
530.1N,M	MHSA Enriched Residential Services							-
530.2N,M	MHSA Urgent Care Center							-
540N,M	MHSA IMD Step Down							-
800N	MHSA Probation Camp Program Non-MC							-
810N	MHSA Jail Transition & Linkage Non-MC							-
820N	MHSA Planning, Outreach, & Engagement Non-MC							-
830N	MHSA Capital Facility Non-MC							-
600N,M	MHSA Prevention & Early Intervention (PEI) Child							-
	MHSA PEI TAY							-
	MHSA PEI Adult							-
	MHSA PEI Older Adult							-
	MHSA PEI Special Programs							-
	MHSA PEI Training							-
	MHSA PEI Technical Assistance							-
700.1N,M	MHSA Innovation IMHT							-
700.2N,M	MHSA Innovation ISM							-
700.3N,M	MHSA Innovation ICM							-
700.4N	MHSA Innovation IPRM Non-MC							-

Maximum contract Amount

\$

V3/4/14

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT VI**

**ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS**

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

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

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

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

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

Name of authorized official (Official Name) \_\_\_\_\_  
Please print name

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

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT VII**

**SAFELY SURRENDERED BABY LAW**

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

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

---

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

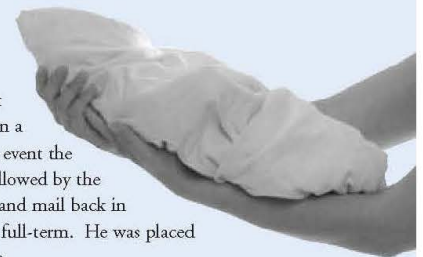
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

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





# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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





**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT VIII**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Legal Entity Name \_\_\_\_\_

Company Name \_\_\_\_\_

Legal Entity Address, City, State Zip \_\_\_\_\_

Address \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

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

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

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

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Please print

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR (Legal Entity Name): \_\_\_\_\_

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

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

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP <sup>1</sup> , YSS <sup>2</sup> and YSS-F <sup>3</sup> survey instruments.	P

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

<sup>1</sup> MHSIP means Mental Health Statistics Improvement Program and is used for adult and older adult surveys.

<sup>2</sup> YSS means Youth Services Survey for Youth.

<sup>3</sup> YSS-F means Youth Services Survey for Families.

**PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT**

CONTRACTOR (Legal Entity Name): \_\_\_\_\_

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

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

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP <sup>1</sup> , YSS <sup>2</sup> and YSS-F <sup>3</sup> survey instruments.	✓

**Performance Outcomes Project:**

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

<sup>1</sup> MHSIP means Mental Health Statistics Improvement Program and is used for adult and older adult surveys.

<sup>2</sup> YSS means Youth Services Survey for Youth.

<sup>3</sup> YSS-F means Youth Services Survey for Families.

## REQUIRED SUPPLEMENTAL DOCUMENTS

### INSTRUCTIONS ON SUBMISSION OF DOCUMENTS.

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

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

1. **Corporation Documents.**

Provide a copy of the following:

- a. List of Authorized Persons: Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization.
- b. Articles of Incorporation and Corporate Seal: The imprint/copy of the Corporate Seal **if** the organization is a corporation is to be **affixed to the copy of the Articles of Incorporation.** **The Corporate Seal must read the same as the organization's name.** An explanation for any difference, if any, between the Corporate Seal and the organization's name as used in the Negotiation Package is to be provided.
- c. By-Laws/Amendments

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

3. **Financial Responsibility Requirements.**

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

d. **Financial Statements.**

- i. The financial statements, including a profit and loss/revenue and expenditure statement and balance sheet as prepared by a third party Certified Public Accountant, must be submitted to the Contracts Development and Administration Division **for every** year that the Agreement is in effect.
- ii. Submit the agency's most current financial statements, including a profit and loss/revenue and expenditure statement and balance sheet as prepared by a third party Certified Public Accountant within 9 months after close of each fiscal year or 30 days after completion of audit, whichever occurs first. Agencies with average Annual Operating Revenues based on the following parameters shall submit compiled reviewed or audited financial statements as indicated.

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

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

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

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT X**

4. **Rent and Lease Agreements** specifying all Terms and Conditions **shall be made available within three (3) business days should DMH or its representative request the documents.**  
*Such agreements if requested are to include: term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.*
5. **Fully Executed Contracts** (e.g., Consultants, professional services, etc.) **shall be made available within three (3) business days should DMH or its representative request the documents.**
6. **Equipment Lease(s)** copies for equipment, including automobiles, photocopiers, etc. **shall be made available within three (3) business days should DMH or its representative request the documents.**
7. **Maintenance Agreement(s)** for equipment and other items **shall be made available within three (3) business days should DMH or its representative request the documents.**
8. **Non-Discrimination in Services and Employment Policy Statement.** Submit the following:
  - a. Policy statement of non-discrimination in delivery of services and employment practices.
  - b. Non-discrimination in Employment Complaint Procedures. Include a copy of such procedures which are to be posted by contractor.
  - c. Written procedures to address complaints concerning non-discrimination in services. Include a copy of such procedures which are to be posted by contractor in the facility (ies).
9. **Other Government Contracts** - Attachment XII – 4. Provide a list of **all** contracts with other County, State, and federal departments/agencies and the amount of each contract.
10. **Indemnification and Insurance** – Contractor must comply with and submit insurance verification documents per Contract Paragraph 21.
11. **Subcontract(s)** – List of all subcontractors.

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

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

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

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

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

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

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

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT X**

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

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

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

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

This form will be required for each contractor employee. Such form **shall be made available within three (3) business days should DMH or its representative request the documents.**

Purpose: The Contractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the contract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.

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

This form will be required for each contractor's subcontractor employee. Such form **shall be made available within three (3) business days should DMH or its representative request the documents.**

Purpose: The Subcontractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the subcontract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**ATTACHMENT XI**

**CONTRACTOR'S EEO CERTIFICATION**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
Vendor Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

CONTRACT NO. \_\_\_\_\_

AMENDMENT NO. \_\_

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF LOS ANGELES (hereafter "County") and \_\_\_\_\_ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated \_\_\_\_\_, identified as County Agreement No. \_\_\_\_\_, as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, County and Contractor have entered into a separate Wraparound Approach Services Contract No. [Insert the Wrap Agreement No.], effective [insert the date of the Wrap Agreement] as a result of a competitive solicitation; and

WHEREAS, as the result of Contractor's award of the Wraparound Approach Services Contract, County and Contractor intend to amend Agreement for Fiscal Years (FYs) 2014-15, 2015-16, and 2016-17(if applicable), to enable Contractor to provide mental health services related to the Wraparound Approach Services to clients under the Katie A. Strategic Plan; and

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17 (if applicable), County and Contractor intend to amend Agreement to increase Specialized Foster Care – Child Welfare Services (Medi-Cal/Healthy Families) Funded Program funds in the amount of \$\_\_\_\_\_; and (if applicable),

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17 (if applicable), County and Contractor intend to amend Agreement to add Specialized Foster Care – Child Welfare Services (Medi-Cal/Healthy Families) Funded Program funds in the amount of \$\_\_\_\_\_; and (if applicable),

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17 (if applicable), the new Maximum Contract Amounts (MCAs) will be \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively (if applicable).

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

1. For FYs 2014-15, 2015-16, and 2016-17(if applicable), Specialized Foster Care – Child Welfare Services (Medi-Cal/Healthy Families) Funded Program funds are increased in the amount of \$\_\_\_\_\_. (if applicable)
1. For FYs 2014-15, 2015-16, and 2016-17(if applicable), Specialized Foster Care – Child Welfare Services (Medi-Cal/Healthy Families) Funded Program funds are added in the amount of \$\_\_\_\_\_. (if applicable)
2. For FYs 2014-15, 2015-16, and 2016-17(if applicable), the MCAs are increased by \$\_\_\_\_\_ and the MCAs are \$\_\_\_\_\_, \_\_\_\_\_, and \$\_\_\_\_\_, respectively. (if applicable)
3. Service Exhibit [insert the name for wrap SE] is attached hereto and incorporated herein. (if applicable)
4. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) and D (REIMBURSEMENT IF AGREEMENT IS

AUTOMATICALLY RENEWED) shall be deleted in their entirety and the following substituted therefor:

“C. REIMBURSEMENT FOR INITIAL PERIOD

(1) The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the Legal Entity Agreement shall not exceed \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary.

D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary.

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary.” (if applicable)

5. Financial Summary - \_ for FY 2014-15, shall be deleted in its entirety and replaced with Financial Summary - \_ for FY 2014-15 attached hereto and



incorporated herein by reference. All references in Agreement to Financial Summary - \_ for FY 2014-15, shall be deemed amended to state "Financial Summary - \_ for FY 2014-15."

6. Financial Summary - \_ for FY 2015-16, shall be deleted in its entirety and replaced with Financial Summary - \_ for FY 2015-16 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - \_ for FY 2015-16, shall be deemed amended to state "Financial Summary - \_ for FY 2015-16." **(if applicable)**
7. Financial Summary - \_ for FY 2016-17, shall be deleted in its entirety and replaced with Financial Summary - \_ for FY 2016-17 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - \_ for FY 2016-17, shall be deemed amended to state "Financial Summary - \_ for FY 2016-17."
8. Contractor shall provide services in accordance with Contractor's FY \_\_\_\_\_ Negotiation Package for this Agreement and any addenda thereto approved in writing by director.
9. All other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

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