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Chief Executive Officer

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May 13, 2008

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 JUN 17 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

DEPARTMENT OF MENTAL HEALTH: APPROVAL OF NEW DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT WITH TRI-CITY MENTAL HEALTH CENTER FOR FISCAL YEARS 2007-08, 2008-09 AND 2009-10 (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

Authorize the Department of Mental Health to enter into a new Legal Entity Agreement with Tri-City Mental Health Center for services to Medi-Cal beneficiaries. The new Legal Entity contract will enable Tri-City Mental Health Center to claim Federal Financial Participation Medi-Cal and State General Funds through Department of Mental Health, establish a mechanism to receive timely payment for Medi-Cal services and may generate funds which will permit Tri-City Mental Health Center to repay a portion of the unsecured claims from their bankruptcy filing.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Department of Mental Health (DMH) or his designee to prepare, sign, and execute a new DMH Legal Entity (LE) Agreement (substantially similar to Attachment 1) with Tri-City Mental Health Center (Tri-City MHC) for the provision of outpatient mental health services to Medi-Cal eligible adults and children residing in Pomona, Claremont and La Verne, effective July 1, 2007 for Fiscal Years (FY) 2007-08, 2008-09 and 2009-10. The annualized Maximum Contract Amount (MCA) will be $2,091,722, retroactive to July 1, 2007. The annualized MCA for FY 2008-09

will be $3,958,236 and it will be $3,974,272 for FY 2009-10. Contract payments will be funded with Federal Financial Participation (FFP) Medi-Cal and State General Funds (SGF) money. Tri-City MHC will be providing the local match for Medi-Cal services through Realignment funds it receives directly from the State.

2. Delegate authority to the Director of DMH, or his designee, to prepare, sign, and execute future amendments to this LE Agreement, provided that: 1) the County's total payments to contractor under this Agreement for the applicable fiscal year shall not exceed a change of 20 percent from the applicable revised MCA; 2) any such increase shall be used to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designee, is obtained prior to any such amendment; 5) County and contractor may, by written amendment, reduce programs or services without reference to the 20 percent limitation and revise the applicable MCA; and 6) the Director of DMH shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of the recommended actions will enable Tri-City MHC to enhance its services to residents of the Tri-City area. Since May, 2004, Tri-City MHC has not had a contract with DMH, and as a result has not had access to SGF for the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services it provides to Medicaid eligible children. Moreover, the State has more recently refused to receive claims directly from Tri-City MHC, as it had previously been doing, and has not been claiming FFP for the expenditures Tri-City MHC has made. As a result, Sales Tax Realignment has been Tri-City MHC's only source of revenue since approximately January, 2006. However, the State has indicated that it will claim federal reimbursement and provide SGF as appropriate, for services provided by Tri-City MHC pursuant to a contract with the County. Thus, the recommended action to enter into a new LE Agreement, retroactive to July 1, 2007, will enable Tri-City MHC to claim FFP and SGF through DMH, and will establish a mechanism for it to receive timely payment for Medi-Cal services. This, in turn, will allow Tri-City MHC to increase the number of clients it sees, and decrease the County's expenses for treating residents of the Tri-City area. Moreover, these additional financial resources may allow Tri-City to repay a portion of unsecured claims from their bankruptcy filing.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the principles of the Countywide Strategic Plan Programmatic Goal No. 5, "Children and Families' Well Being," and Goal No. 7, "Health and Mental Health." Board approval will enhance the mental health services delivery system in Mental Health Service Area 3 for the provision of outpatient mental health services to adults with serious mental illness, as well as children and adolescents who have serious emotional disturbances and their families.

FISCAL IMPACT/FINANCING

For FY 2007-08, the MCA in the amount of $2,091,722 is fully funded by EPSDT-FFP, EPSDT-SGF, and in non-EPSDT-FFP. Similarly, for FY 2008-09, the MCA in the amount of $3,958,236 is fully funded by those sources as is the $3,974,272 MCA for FY 2009-10. Tri-City MHC will be providing the local match for EPSDT and non-EPSDT Medi-Cal through Sales Tax Realignment funds which it receives directly from the State.

The Agreement is limited to Short-Doyle/Medi-Cal services, and provides only for the County to pass-through state and federal money for Medi-Cal services when received. The Agreement does not provide for the typical annual cash flow advance, or payments on approvals.

Moreover, to assure that the County has funds to repay any audit or claims disallowances which may occur, the Agreement allows DMH to hold a percentage of all state and federal payments it receives in an escrow account, until it becomes reasonably certain that such funds will not have to be repaid. The level of the withhold can be adjusted during the term of the contract to the extent empirical data supports an increase or decrease in the percentage.

The Agreement requires Tri-City MHC over the next fiscal year either to treat or to take financial responsibility for non-emergency outpatient mental health services to virtually all residents of the Tri-City area which are presently being provided in DMH directly operated or contracted clinics. This should result in a reduction in DMH expenditures over time.

The execution of the Agreement also makes operative provisions in the Plan of Reorganization approved in the bankruptcy which are designed to increase the amount of repayment the County should receive in connection with the bankruptcy. More particularly, if no Agreement exists, Tri-City MHC will simply distribute its present cash on hand to its creditors on a pro-rata basis. If the Agreement is executed, then the bankruptcy plan contemplates that Tri-City would be able to repay creditors in full over the next three years. Because of additional expenses related to treating a higher

number of clients than was originally anticipated under the Plan, the repayment to the County may actually be significantly less than the total debt, although still higher than the pro-rata distribution if there was no contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Tri-City is a Municipal Special District organized in 1961, as a joint powers authority by the cities of Pomona, Claremont and La Verne to provide mental health services to these communities. Tri-City directly receives Sales Tax Realignment revenues from the State of California and is a certified Medi-Cal provider. Prior to the bankruptcy, Tri-City MHC billed and received FFP for Medi-Cal services directly from the State. SGF payments were passed to Tri-City MHC through the County.

In February, 2004, Tri-City MHC filed for Chapter 9 bankruptcy protection. Shortly thereafter, Tri-City MHC terminated its contract with DMH. Tri-City MHC continued to provide services to mental health consumers (1,000 adults and 400 children). Services provided included medication support, mental health services, targeted case management services, crisis intervention and assessments. However, it ceased receiving SGF for EPSDT services provided to Medi-Cal eligible children.

In 2006, an issue arose regarding Tri-City MHC's ability to make Medicaid certifiable public expenditures. It appears that, at least for the present time, this issue has been resolved and Tri-City MHC will be deemed to be capable of making such expenditures, although the certification procedure remains unclear. Additionally, questions arose regarding the appropriateness of the Medi-Cal billing and payment mechanism which had previously been used. This Agreement addresses those questions and assures that compliant billing and payment mechanisms are used. It also has a provision to stay payment and renegotiate the arrangement if Tri-City MHC's ability to incur a certifiable public expenditure changes.

Tri-City MHC has made personnel and organizational changes which have allowed it to emerge from bankruptcy, and its plans suggest that it can operate in a way which will maintain its current solvency.

CONTRACTING PROCESS

Tri-City receives realignment directly from the State of California and is the authority responsible for providing mental health services to the communities of Pomona, Claremont and La Verne. Upon Board approval, the contract with DMH will enable Tri-City to maximize services to its residents and decrease expenses currently incurred by the County for such services.

IMPACT ON CURRENT SERVICES

The requested actions will establish a new Mental Health LE contract with Tri-City MHC which has provided the residents of Pomona, Claremont and La Verne with basic outpatient mental health services since 1961. It is the mission and goal of Tri-City MHC to understand the needs of consumers and their families and to provide high quality, culturally competent mental health services, prevention and education to the low income, mentally ill residents of this area. The Agreement calls for an expansion of Tri-City MHC's service capacity, and a reduction of the number of clients from the Tri-City area who are treated in DMH directly operated or contracted facilities is expected. Moreover, it is anticipated that service quality will be enhanced.

CONCLUSION

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

Respectfully submitted,

for WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:DAS:yb

Attachment

c: County Counsel
Director, Department of Mental Health
Chairperson, Mental Health Commission

051308_DMH_Tri-City

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

CONTRACTOR:

_____ _____

Contract Number

_____

Business Address:

_____ _____

Reference Number(s)

_____ _____

Legal Entity Number

Provider Number(s)_____

Contractor Headquarters' Supervisorial District _____

Mental Health Service Area(s)_____ OR Countywide _____

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

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director_____ Lead Manager _____

K: S____ --or-- U____

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DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the County of Los Angeles (hereafter "County"), and _____ _____ _____(hereafter "Contractor") with the following business address at _____ _____ _____.

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefor certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq.; and the Medi-Cal program; California Welfare & Institutions Code Section 14000 et seq. 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, California Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq., including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 15600 et seq., including Section 15630; California Welfare and Institutions Code Section 17601 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Title 9 and Title 22, including, but not limited to, Sections

51516, State Department of Mental Health's (SDMH) Cost Reporting/Data Collection Manual (CR/DC); Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State Department of Mental Health's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments): 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 State Department of Mental Health; and/or for State Department of Health Care Services; and

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

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives

through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for

both the Countywide population and specific population groups.

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

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort

to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families.

The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2007 and shall continue in full force and effect through June 30, 2008.

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 at the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2008 and shall continue in full force and effect through June 30, 2009.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010.

C. Termination:

(1) 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.

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

(a) If County determines that:

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

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

iii. Contractor has failed to comply with any of the provisions of Paragraphs 17 (NONDISCRIMINATION IN SERVICES), 18 (NONDISCRIMINATION IN EMPLOYMENT), 20 (INDEMNIFICATION AND INSURANCE), 21 (WARRANTY AGAINST CONTINGENT FEES), 22 (CONFLICT OF

INTEREST), 27 (DELEGATION AND ASSIGNMENT), 28 (SUBCONTRACTING), 33 (CHILD SUPPORT COMPLIANCE PROGRAM), 47 (CERTIFICATION OF DRUG-FREE WORK PLACE), and/or 53 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

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

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

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

(a) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until it does a preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report, including a statement of expenses and revenues, which shall be submitted pursuant to Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph J (Annual Cost Reports), within 75 calendar days of the date of termination. A preliminary settlement shall be made consistent with the terms of Attachment II, Financial Exhibit A, (FINANCIAL PROVISIONS) Paragraph K (PRE-AUDIT FINAL COST REPORT SETTLEMENT).

(b) Upon issuance of any <u>notice of termination</u>, 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. The County shall cooperate with such transfer activities and to the extent appropriately assist with such transfers. Until the date of the termination, Contractor's reasonable and necessary expenses related to the transfer or referral of clients shall be considered an allowable cost under this Agreement, where Contractor

has requested the termination. All costs incurred after the termination date which relate to such transfers or referrals, as well as all costs related to all continuing services by Contractor shall not be a charge to this Agreement nor reimbursable in any way under this Agreement to Contractor.

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

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

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

E. 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 61 (NOTICES).

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

3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as identified on the Financial Summary(ies) and Service Exhibit(s) and in the Program Description of Contractor's Negotiation Package for this Agreement as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee. Services provided by Contractor shall be of the same quality

regardless of the patient's/client's ability to pay or source of payment.

Besides any other obligations imposed by law to provide services to residents of the Tri-City area, Contractor shall be responsible for delivering services covered by this Agreement to clients who are residents of the Tri-City area who are eligible for Medi-Cal specialty mental health services The parties acknowledge that a substantial number of clients who are residents of the Tri-City area are presently receiving specialty mental health services from agencies operating in or around the La Verne, Pomona or Claremont areas other than Contractor, including but not limited to the County's directly-operated mental health clinics, and that the County has been bearing some or all of the cost of caring for such individuals. Contractor commits to accepting the transfer or referral of up to 1,200 clients who are residents of the Tri-City area, throughout the First Automatic Renewal Period of this Agreement at a rate of 25% per quarter of those clients who are receiving treatment from a County operated or contracted facility or provider as of June 30, 2008, however, the number of clients referred or transferred shall not exceed 300 clients per quarter. Such restriction shall not limit Contractor's obligation to provide care to additional residents of the Tri-City area who seek to initiate or restart specialty mental health treatment, and are not being seen at a County operated or contracted facility as of June 30, 2008. The County and Contractor will cooperate to arrange the schedule of transfers/referrals for each quarter. The County will provide to Contractor a list of clients identified to be transferred/referred in each quarter. Contractor and the County will establish a protocol for the provision of appropriate clinical and financial documentation on such clients. In the event that, by the end of each quarter, Contractor is unable to accept some or all of the clients identified in the list and such individuals receive services from a County operated or contracted facility or provider after the end of such quarter, then Contractor shall reimburse the County for its costs of providing or arranging for the provision of such services. For purposes of this paragraph, Contractor shall be deemed to be unable to provide services if it cannot initiate screening, evaluation, or treatment within two weeks of the date of a request by the client or the transferring provider. The amount to be reimbursed shall be determined by the actual local match portion of Short-Doyle/Medi-Cal provisional rate associated with such services to the untransferred clients.

The County shall invoice Contractor for such amounts and the invoice shall include, among other things, the names of the clients involved, the dates of service, and the amount due. County shall offset the amount of such invoice against any amounts otherwise due to Contractor unless Contractor remits payment to County within 30 days of receipt of the invoice. The parties agree to work together informally to resolve any disputes over amounts due under this Paragraph 3.

Where Contractor determines that services to new clients can no longer be delivered, Contractor shall provide 30 calendar days prior notice to County. The parties will immediately begin negotiations on the disposition of new clients seeking services; however, until such time as an alternative disposition of such clients can be agreed to, Contractor remains financially responsible for their care.

Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services, so long as the baseline level of services has already been provided.

If, during Contractor's provision of services under this Agreement, there is any need for substantial deviation from the services as described in Contractor's Negotiation Package for this Agreement, as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee, then Contractor shall submit a written request to Director or his designee for written approval before any such substantial deviation may occur. A 30% variance of actual services from those projected and shown by Contractor in the Negotiation Package will be considered a substantial deviation in service delivery.

4. 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.

5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal

Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that 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.

6. THIS PARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK.

7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, that approximates the type and number as indicated in Contractor's Negotiation Package for this Agreement, as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee and as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5603 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, and function within the scope of practice as dictated by licensing boards/bodies. If vacancies occur in any of Contractor's staff that would reduce Contractor's ability to perform any services under the Agreement, Contractor shall promptly notify Director or his designee of such vacancies. 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, and experience, who are providing any services under this Agreement.

8. 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 and applicable state law. Contractor shall be responsible for the provision of federal mandatory training for all staff at the time of employment and for subsequent updates as required by Federal and State law including but not limited to HIPAA and Sexual Harassment and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, CR/DC Manual (as applicable), and other State and County policies and procedures as well as on any other matters that County may reasonably require.

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

9. 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 or his designee. Director or his designee shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of any contract monitoring report pertaining to services under this Agreement which references deficiencies, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the contract monitoring report either acknowledging the reported deficiencies and submitting a plan for immediate correction of all uncontested deficiencies or presenting contrary evidence demonstrating that no deficiency exists. In the event of a State audit of this Agreement, if State auditors disagree with County's 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.

B. To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of

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

10. 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. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures identified in Attachment X "Performance Standards and Outcome Measures" will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

11. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such

evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will 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 impose other financial deductions as specified in this Agreement.

12. RECORDS AND AUDITS:

A. Records:

(1) Direct Service Records: Contractor shall maintain a record of all direct services and indirect services rendered by all the various professional, para-professional, intern, student, volunteer and other personnel to fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program 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. Such access shall include 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, program review, and/or audit at such other location. In addition to the requirements in this Paragraph 12, 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 of all direct services (i.e., day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and Federal requirements on each individual patient/client which shall include, but not be limited to, patient/client identification number,

patient/client face sheet, all data elements required by the County's information system, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary. All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven (7) years following discharge of the patient/client or termination of services (except that the records of unemancipated minors shall be kept at least one year after such minor has reached the age of 18 years and in any case not less than seven (7) years), or until County, State and/or Federal audit findings applicable to services provided byContractor under this Agreement are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the State Department of Mental Health's Cost and Financial Reporting System (CFRS) Instruction Manual, and with all guidelines, standards, and procedures which shall be furnished to Contractor by County upon request. 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 among Contractor's various modes of service. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual, and the Federal Office of Management and Budget Circular A-87 (Cost principles for State, Local and Indian Tribal Governments).

(c) Bronzan-McCorquodale/County statistics and total facility

statistics (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:

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

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

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

(g) Employment records.

(3) The entries in all of the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State Department of Mental Health Cost and Financial Reporting System (CFRS) Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination of the Agreement, or until County, State and/or Federal audit findings are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program 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 thereafter, Director of SDMH and Director or his designee shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 12.

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 any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise conducts an audit of any or all aspects of this Agreement, Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(4) State Department of Mental Health Access to Records: Contractor agrees that for a period of seven (7) years or until final audit is completed, which ever occurs later, following the furnishing of services under this Agreement, Contractor shall

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

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

13. REPORTS:

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

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

B. Income Tax Withholding: Upon Director's or his designee'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 Information System:

(1) Contractor shall submit all required data to the County's Information System, as required by Director or his designee. Contractor shall report to County, all program, patient/client, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, IS Bulletins, and Reports Reference Guide and any other County requirements; in no event, no later than 40 calendar days after the close of each fiscal year in which the services were provided, except that, for the Initial Period, Tri-City may request an extension of such 40 day period. Consent to such extension shall not be unreasonably withheld.

(2) 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.

(3) Notwithstanding any other provision of this Agreement, the only units of service which shall be considered legitimate and reimbursable at Annual Cost Report adjustment and settlement time or otherwise shall be those units of service as submitted by Contractor into the County's claims processing information system.

(4) Contractor shall train its staff in the operation, procedures, policies,

and all related use, of the County's 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.

14. 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 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 including but not limited to the Health Insurance Portability and Accountability Act of 1996. 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 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.

15. 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.

16. 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 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 (hereafter "PC") 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 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC 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 a statement on a form provided by Contractor in accordance with the above code sections to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Contractor shall assure that clerical and other nontreatment staff who are not legally required to directly 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, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, 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.

17. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services under this Agreement because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 17, 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 quota, 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 action to ensure that persons eligible for services under this Agreement are provided services without regard to ability to pay race, religion, national origin, ancestry, sex, age, marital status, 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 (i.e., 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 a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided under this Agreement.

18. 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, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Such action shall include, but is not limited to, the following: 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. 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, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment

and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

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

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

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 18, 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.

19. 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.

20. INDEMNIFICATION AND INSURANCE:

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

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

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

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such

deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

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

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

5) Compensation for County Costs: In the event that Contractor fails to

comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

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

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

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

C. Insurance Coverage Requirements:

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

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

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

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all cases, the

above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

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

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

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

21. 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.

22. 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 hereafter to be 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.

23. 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 6l50) 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 service of all those bar associations within the County of Los Angeles that have such a service.

24. 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 Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee 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.

25. 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.

26. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: 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' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

27. 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. 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.

28. 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 28. 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 28 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 28, 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 Subcontractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

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

29. 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.

30. COMPLIANCE WITH APPLICABLE LAW:

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

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

C. 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.

31. 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.

32. 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 provider 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 provider) as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

B. Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

33. 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 35 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

34. 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 however, the parties acknowledge that Contractor currently is under the jurisdiction of the Bankruptcy Court, and such continuing jurisdiction shall not be a basis for the termination of this Agreement.

(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 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

35. 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 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 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.

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37. 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.

38. 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.

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

40. ENTIRE AGREEMENT: The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years 2007-08, 2008-09, and 2009-2010 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. Contractor's Negotiation Package.

41. 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 41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

42. 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.

43. 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 paid under contract with the County of Los Angeles.

44. THIS PARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK.

45. 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.

46. RESTRICTIONS ON LOBBYING: 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.

47. 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.

48. 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.

49. 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 49.

50. 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.

51. 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.

52. 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.

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.

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

53. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded 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 from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government 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.

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) has the discretion not to exclude.

The mandatory bases for 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.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion 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 as part of its obligation under this Paragraph 53.

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

54. <u>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT</u>:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). 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 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 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, 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 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.

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

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

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

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

(b) County has added to the DMH Provider Manual an Electronic Data Interchange Fact Sheet which includes information about the applicable HIPAA transactions that can be processed in the County's claims processing information system. Effective January 2009 Electronic Data Interchange (EDI) will be the only acceptable method by which Contractor or its Subcontractor(s) may submit HIPAA-compliant transactions.

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

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

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

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

55. 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.

56. 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** for printing purposes.

57. 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.

58. THIS PARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK.

59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from

contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

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

61. 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:

Executive Director
Tri-City Mental Health Center
2008 North Garey Avenue
Pomona, CA 91767-2722

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

ATTEST:

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

By _____
Deputy

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

DEFINITIONS

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

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

B. "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;

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

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

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

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

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

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

I. "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;

J. "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;

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

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

DEFINITIONS CONTINUED

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

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

O. "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;

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

Q. "SDHCS" means State Department of Health Care Services;

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

S. "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;

T. "State" means the State of California;

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

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

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

FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)

FINANCIAL EXHIBIT A

(FINANCIAL PROVISIONS)

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EXHIBITS

EXHIBIT A-1: SPECIAL CLAIM CERTIFICATION FORM FOR TRI-CITY MENTAL HEALTH CENTER

EXHIBIT A-2: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH - TRI-CITY CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE/MEDI-CAL DETERMINATION OF ELIGIBILITY

FINANCIAL EXHIBIT A

FINANCIAL PROVISIONS: REIMBURSEMENT BUSINESS RULES, METHODOLOGIES AND LIMITATIONS

A. GENERAL: This Agreement provides that County shall pay Contractor as provided for in this Financial Exhibit A (FINANCIAL PROVISIONS) (Attachment II to the Department of Mental Health (DMH) Legal Entity Agreement) and as shown in the Financial Summary(ies) (Attachment III to the DMH Legal Entity Agreement) as compensation for the services provided pursuant to the Agreement.

(1) This Agreement shall only cover Short-Doyle/Medi-Cal services.

(2) Contractor shall comply with requirements necessary for reimbursement as established by Federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.

(3) The State Schedule of Maximum Allowances (SMAs) in effect during the Initial Period, the First Automatic Renewal Period, or the Second Automatic Renewal Period, shall be applicable to this Agreement when adopted by the State.

(4) Contractor shall inform County when 75 percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Paragraph 61 (NOTICES).

(5) The maximum reimbursement under this Agreement will, in no event, be more than the Maximum Contract Amount, including any Agreement amendments with a Maximum Contract Amount increase for the applicable fiscal year, specified for each State and/or Federal payer/fund source shown in the Financial Summary(ies) (Attachment III) during the Initial Period, First Automatic Renewal Period and the Second Automatic Renewal Period respectively of this Agreement.

(6) Under no circumstances can the total Maximum Contract Amount for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (Reimbursement for Initial Period) and C (Reimbursement if Agreement is Automatically Renewed) of this Agreement be increased or decreased without a properly

executed amendment..

B. REIMBURSEMENT FOR INITIAL PERIOD: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed TWO MILLION NINETY-ONE THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS ($2,091,722) and shall consist of State, and/or Federal funds as shown on the Financial Summary.

C. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed THREE MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS ($3,958,236) and shall consist of State, and/or Federal funds 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) shall not exceed THREE MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS ($3,974,272) and shall consist of State, and/or Federal funds as shown on the Financial Summary.

D. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

(1) County payments for Contractor's performance hereunder are:

(a) Provisional until the completion of the audit settlement as specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph L (Audits, Audit Appeals and Post-Audit Short-Doyle/Medi-Cal Final Settlement) because such payments are subject to future County, State and/or Federal adjustments. State and/or County adjustments to provisional payments to Contractor may result based upon County's claim processing information system data, State adjudicated Medi-Cal Explanation of Benefits (EOB) claims files, contractual limitations of this Agreement, annual cost report, application of various State and/or Federal reimbursement limitations, and/or County, State or Federal audits, all of which take precedence over monthly reimbursements.

(b) To be made by County using the business rules as shown in

this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph D (Billing and Payment Procedures and Limitations); and in the Financial Summary(ies) – The Rate Summary (Attachment III) for each of the respective State and/or Federal funding sources(s).

(c) Restricted to the services identified in the Financial Summary(ies) – The Rate Summary (Attachment III).

(d) Applied at the Legal Entity level.

(2) Submission of Bills: In general, unless otherwise agreed to by County and with the exception of this Paragraph D (Billing and Payment Procedures and Limitations), Subparagraph (5) (Claims Submission Timeline Requirements), claims for Short-Doyle/Medi-Cal (SD/MC) are to be entered into the County's claims processing information system within 30 calendar days of the end of the month in which mental health services are delivered, although late claims may be submitted as needed in accordance with State and federal regulations. The parties acknowledge that it will not be possible for Contractor to meet this deadline for services provided between the effective date of the Agreement and the date the Contractor is approved to enter billing data into the County's system. Accordingly, they agree that such claims will be considered timely so long as they are submitted within 60 days of the date Contractor is permitted to enter billing data, or the Medi-Cal claims filing deadline, whichever is later.

(a) Contractor shall notify County of any delay in meeting the 30 calendar day submission period 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 must include a description of the problem that the Contractor is having with the County claims processing information system. Notification shall be pursuant to the Legal Entity Agreement, Paragraph 61 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's Help Desk.

(b) The County will notify Contractor in writing within 30 calendar days of any County issue(s) which will prevent the entry by Contractor of claiming information into the County claims processing information system, and County will waive the requirement of this Paragraph D (Billing and Payment Procedures and Limitations), Subparagraph (2) (Submission of Bills) in the event of any such County issue(s). Once

County has resolved its issue(s), Contractor shall enter billing information into the County's claims processing information system within 30 calendar days of County's resolution date unless otherwise agreed to by County and Contractor.

(3) After the State's approval of the monthly claim(s), and County's receipt of revenue for such claims, Contractor shall receive from County provisional payment of Contractor's claimed amount subjected to this Paragraph D (Billing and Payment Procedures and Limitations),and further subject to the escrow provisions in Paragraph G (Escrow of Funds) below.

(4) Reimbursement Methodologies: County agrees that aggregate final reimbursement paid through to Contractor under this Agreement, including the Contractor-provided local match, will be based on the following, less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services, and/or funds advanced by County to Contractor hereunder, unless otherwise specified in this Agreement.

(a) Cost Reimbursement (CR): Final reimbursement shall be based upon the Contractor's allowable actual costs incurred in providing the mental health services reflected in State approved Medi-Cal Explanation of Benefits (EOB) claims file(s), and County's analysis of the claim's reasonableness subject to the limitations specified in this Financial Exhibit A (FINANCIAL PROVISIONS).

i. Reasonable, necessary and proper actual costs will be considered allowable, subject to the limitations specified in this Agreement. The Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2, "The Provider Reimbursement Manual Parts 1 and 2" is to be used to determine allowable costs for federal funds reimbursements. For non-federal funds, allowable costs shall be governed by State law, regulations and/or policy.

ii. Additionally, reimbursement for Medi-Cal funded cost reimbursed services is limited to the lowest of:

1. The Contractor's published charge(s) to the general public; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for outpatient, rehabilitative, case management and 24-hour services.

2. The Contractor's actual reasonable and necessary costs. To the extent required by the State of California, reasonable and necessary administrative expenses will be limited to fifteen (15) percent of direct service costs.

3. The State's Schedule of Maximum Allowances (SMA).

4. The Maximum Contract Amount (MCA) of this Agreement.

(b) All monthly claims shall be subject to adjustment based upon the County's claims processing information system reports, remittance advices and Explanation of Benefits (EOB) data, and/or Contractor's annual Cost Report which shall supersede and take precedence over all claims.

(c) In addition to the amounts withheld pursuant to Paragraph G (Escrow of Funds) below, Director or his designee may, at any time, make adjustments to any of Contractor's monthly claims where information suggests that such adjustments would be necessary to ensure that Contractor is not paid by County a sum in excess of the amount due to Contractor under the terms and conditions of this Agreement. Director or his designee shall provide Contractor with at least 30 calendar days prior written notice of his intention to make such payment adjustments, including the reason(s) and documentary support for his intended action. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations for determining any adjustment (s), including any amount(s) withheld, to Contractor's monthly claim pursuant to this paragraph.

(d) Director or his designee shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County written standards. Director or his designee shall provide Contractor with at least 30 calendar days written notice of his intention to deny payment, including the reason(s) for his intended actions. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision. Except as provided in Paragraph G (Escrow of Funds), payment to Contractor shall not be withheld pending the results of the

reconsideration process.

(5) Claims Submission Timeline Requirements:

(a) Six-Month Billing Limit: Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for services to eligible individual persons under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing. Original (or initial) claims received after this six month billing limit without an acceptable good cause reason code may be subject to reduction and/or denial by either the State or County in its capacity as the Mental Health Plan. Exceptions to the six month billing limit can be made for months seven through twelve following the month in which the services were rendered if the reason for the late billing is allowed by the California Welfare and Institutions Code (WIC) Section 14115 and the California Code of Regulation Title 22, section 51008.5.

(b) One-Year Billing Limitation: Original (or initial) claims received by the County after the twelfth (12th) month following the date of service will be denied, unless otherwise authorized by State Welfare and Institutions Code (WIC) Section 14115 and federal regulations.

(6) Claims Certification and Program Integrity: Contractor certifies that all units of service entered by Contractor into the County's claims processing system covered by this Agreement are true and accurate to the best of Contractor's knowledge. In addition, Contractor's Executive Director (or equivalent position) shall certify, using the form at Exhibit A-1 to this Attachment II, for each batch of claims submitted to the County, that all such claims have been individually reviewed for completeness and accuracy, and that to best of his knowledge and belief, medical necessity exists for the services claimed, that a timely service plan which includes the specific service claimed has been prepared for the beneficiary and that an adequate progress note reflecting the service claimed as well as all other necessary information exists, and that the services meet the federal, state and County requirements for coverage and reimbursement under the Short-Doyle/Medi-Cal program. ,Further, Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal Reimbursements" (Exhibit A–2 to this Attachment II) that is 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 claims. Contractor understands and acknowledges that the County will be relying on the accuracy of the representations in submitting claims to the State, which will make claims to the federal government, and that intentional or reckless mis-certification could create false claims liability for Contractor.

(7) Suspension of Payment:

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

(b) Because payments to Contractor will be suspended if State or federal funds are unavailable for payment of such claims, Director shall immediately notify Contractor upon receiving notification of unavailability of funds from the State for payment on such claims.

(8) 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.

(9) No Payment for Services Provided Following Expiration/Termination of Contract: 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. 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 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.

(10) County shall make payment to Contractor of any federal financial participation funds ("FFP") and/or State General Funds for Early and Periodic Screening

Diagnosis and Treatment ("EPSDT-SGF") for State approved claims for services under this Agreement within 30 calendar days of receiving from the State the FFP and/or EPSDT-SGF respectively for such Medi-Cal claim subject to the contractual limitations of this Agreement.

E. ESTABLISHING PROVISIONAL PAYMENT AMOUNTS:

In order to provide cash flow to Contractor, County shall make provisional payments, until such time as final reimbursement for the fiscal period is determined pursuant to the provisions of this Financial Exhibit, including Paragraph D (Billing And Payment Procedures And Limitations) subparagraph 4 (Reimbursement Methodologies). Except as provided in Paragraph S (Public Entity Status) below, ,the provisional payments for services provided by Contractor pursuant to this Agreement shall be equal to the amount of FFP and EPSDT-SGF (if any) paid by the State, less the amount temporarily withheld pursuant to Paragraph G (Escrow of Funds) below.

It is the parties' understanding that State payment for each unit of service shall be based on 100% of the provisional rate for such service designated by the County to the State, or the schedule of maximum allowances, whichever is less. The parties shall agree in advance to the provisional rates which the County designates. The initial provisional rate is specified in the Financial Summary(ies) of this Agreement. To avoid overpayments, the parties agree that the provisional rate shall be based on the Contractor's negotiation package and the filed FYE 6/30/07 cost report and shall include a factor for potential cost increases.

Contractor may request revision to one or more of the the provisional rates, and will supply sufficient documentation to the County to demonstrate the need for such revision. Based on the documentation supplied by the Contractor, or such other factors as may reasonably be considered, the County will grant or deny such request or, after discussion with Contractor, modify it.

The Contractor shall have, for each service it provides, a published charge, which it will set at its own discretion, and with the understanding that such published charge may act as a limitation on its allowable payment under this Agreement as specified in Paragraph D (Billing And Payment Procedures And Limitations) subparagraph 4(a)(ii).

F. GENERAL ADMINISTRATION REQUIREMENTS FOR TITLE XIX SHORT-DOYLE/MEDI-CAL:

(1) Short-Doyle/Medi-Cal (SD/MC) is California's mental health designation for federal Title XIX Medicaid. FFP funds are available for mental health expenditures incurred by a public entity when providing eligible services to Medi-Cal beneficiaries and when local match funds are also expended in rendering those Medi-Cal services. State General Fund (SGF) assistance is also available as local match for Medi-Cal eligible beneficiaries participating in the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) service. EPSDT is Medicaid's (hence Medi-Cal's) comprehensive and preventive child health program for individuals under the age of 21. Medi-Cal beneficiaries that are eligible for the EPSDT service are assigned specific Medi-Cal aid codes which distinguish their EPSDT eligibility status.

(2) County pays any SD/MC FFP and Medi-Cal EPSDT-SGF funds to Contractor in County's capacity as the State designated Mental Health Plan.

(3) SD/MC FFP funds and EPSDT-SGF funds shall be paid by County to Contractor only:

(a) For State FFP and EPSDT-SGF payments received for State adjudicated approved SD/MC claims less any of such State approved claims that have been voided by Contractor from County's claims processing information system.

(b) During the time the Contractor is certified as a Title XIX SD/MC provider.

(c) To the extent that this Agreement's applicable Maximum Contract Amount (MCA) includes State EPSDT – SGF, and/or Contractor provides and certifies sufficient local funds which qualify pursuant to the Code of Federal Regulations as the match funds for the SD/MC expenditures, thusly permitting the FFP reimbursement.

(d) Upon receipt of the FFP and EPSDT-SGF payments from the State, County will proceed to remit to Contractor pursuant to the terms of Paragraph D (Billing and Payment Procedures and Limitations) subsection (10) such FFP and EPSDT-SGF funds to Contractor as follows:

(i) In an amount equal to that of the State paid FFP and EPSDT-SGF for the adjudicated approved SD/MC claim lines totals less the FFP and

EPSDT-SGF for any of such State approved claims that have been voided by Contractor from the County's claims processing information system and less the amount withheld pursuant to Paragraph G (Escrow of Funds) below.

(ii) Such provisional payment shall not exceed the FFP and EPSDT-SGF portions limitation for total SD/MC claims specified in this Paragraph F(3) (d).

(e) Notwithstanding the requirements above, the Director at his exclusive discretion may advance funds to Contractor where, through no fault of Contractor, receipt of payment of FFP and/or EPSDT-SGF funds have been delayed.

(4) The Maximum Contract Amount (MCA) of this Agreement shall include FFP and/or EPSDT-SGF solely to assist the County in expeditiously processing and initially paying Contractor (because of the internal accounting necessity for appropriation authority) for such claims. This will establish legal authorization by the Board of Supervisors to make payment for the services identified on The Rate Summary (Attachment III, Financial Summary(ies), and Service Exhibit(s)) of this Agreement upon reimbursement by the State. Each Fiscal Year of the term of this Agreement, County shall pay to Contractor for State adjudicated approved claims for Title XIX Short-Doyle/Medi-Cal services only to the extent required by federal laws, regulations, manuals, guidelines, and directives and only after receiving payment from the State for such FFP and EPSDT-SGF. To the extent Contractor exceeds the FFP and/or EPSDT-SGF amount(s) included in this Agreement, such excess will be paid by County to Contractor only upon Contract Amendment approved by the Board of Supervisors and only to the extent that sufficient local match for the FFP is provided by the Contractor and/or the State; otherwise, such FFP and EPSDT-SGF funds will be remitted by County back to the State.

(5) Contractor understands and agrees that County's actions in providing assistance in processing claims as the Mental Health Plan for the State and Federal governments is subject to reimbursement from the State and does not render County in any way responsible for the substantive obligation to be ultimately fiscally responsible for payment for Contractor's claims for payment for these Title XIX Short-Doyle/Medi-Cal services. Contractor's ability to retain the Title XIX Short-Doyle/Medi-Cal payment for such State approved claimed services is entirely dependent upon compliance with the law and regulations related to same.

(6) Each Fiscal Year of the term of this Agreement, the federal and local match reimbursement for Title XIX Short-Doyle/Medi-Cal services shall be made on the basis of the State's notification to County of the applicable respective federally published Federal Medical Allowance Percentages (FMAPs) and the EPSDT-SGF participation percentage at the time of the date of the service.

(a) The FFP and eligible EPSDT-SGF local match funds are part of the applicable Maximum Contract Amount of this Agreement.

(b) EPSDT-SGF Local Match and FFP: The EPSDT-SGF funds that qualify under Federal requirements as the local share of eligible Title XIX Short-Doyle/Medi-Cal medical assistance expenditures are identified on the Financial Summary. and are based on the FMAP percentage and the EPSDT baseline and growth, as adjusted by the State. The Contractor is responsible for providing the eligible local matching funds for the EPSDT baseline and the 10 percent local match on the growth in the total State local match above the Contractor's FY 2001-02 level. Additionally, the Contractor shall expend and certify the expenditure of the non-State EPSDT-SGF local share for the Title XIX Short-Doyle/Medi-Cal services provided to beneficiaries receiving EPSDT services from funds eligible for federal matching in Contractor's possession. Further, Contractor shall expend and certify the expenditure of funds that are eligible for federal matching in an amount equal to its EPSDT cost settled baseline as adjusted by the State DMH plus any growth required by the State to be covered with local funds. The parties agree that the Contractor's provisional EPSDT Medi-Cal payments will be based upon the greater of a $545,664 baseline subject to State adjustments or the countywide interim percentages developed by County for the FFP, EPSDT-SGF and non-SGF local match shares. County shall provide written notification of (a) the applicable percentages and (b)any State adjustment to the $545,664 baseline to Contractor for each fiscal year of this Agreement. EPSDT-SGF payments will be finalized as a part of the State's cost report settlement process for each fiscal year subject to further adjustment by the State's audit process.

(7) Contractor authorizes County to serve as the Mental Health Plan for State claiming and reimbursement for Short-Doyle/Medi-Cal services provided pursuant to this Agreement and to act on Contractor's behalf with SDMH and/or SDHCS in regard to

claiming. Contractor shall certify annually in writing that all necessary documentation exists at the time any such claims for Title XIX Short-Doyle/Medi-Cal services are submitted by Contractor to County.

(8) Contractor shall be solely responsible for all service data and information submitted by Contractor and shall be liable except to the extent that its data complies with express County rules. County shall submit as the Mental Health Plan to SDMH and/or SDHCS Title XIX Short-Doyle/Medi-Cal services claims and shall timely make available to Contractor any subsequent State approvals or denials of such claims. Contractor shall submit to County all Title XIX Short-Doyle/Medi-Cal claims or other State required claims data within the time frame(s) prescribed in Paragraph D (Billing and Payment Procedures and Limitations) subparagraph (5) above. County shall have no liability for Contractor's failure to comply with these time frames.

(9) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any of the following caused by Contractor: State denials, unresolved EOB claims, and/or any Federal and/or State audit disallowances for such Title XIX Short-Doyle/Medi-Cal services.

(10) As the State designated Title XIX Short-Doyle/Medi-Cal Mental Health Plan, County shall submit reimbursement claims to the State in a timely manner only for those services identified and entered by Contractor into the County claim processing information system as appropriate claims compliant with State and federal requirements. Contractor shall comply with all written instructions provided by County and/or State to Contractor regarding Title XIX Short-Doyle/Medi-Cal claiming and documentation.

(11) Contractor shall maintain an audit file documenting all Title XIX Short-Doyle/Medi-Cal services, as instructed by County 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 or appeals of those audits, whichever occurs later.

(12) County may modify the claiming systems for Title XIX Short-Doyle/Medi-Cal services 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 within five (5) business days of County's knowledge of such change.

(13) Title XIX Short-Doyle/Medi-Cal Reconciliation Report: 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. If Contractor does not so provide County with the Title XIX Short-Doyle/Medi-Cal Reconciliation Report by the due date, then Director or his designee, 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. The due date is set by the State and is approximately 16 months after the close of the fiscal year.

(14) Title XIX Short-Doyle/Medi-Cal Overpayment Recovery Procedures: In the event that County paid Contractor for State approved Title XIX Short-Doyle/Medi-Cal services which are subsequently disallowed by the County, State, and/or Federal governments, County may remove the amount of such payments from the Escrow Account established pursuant to Paragraph G (Escrow of Funds) below, unless the disallowance was based on Contractor's compliance with written County guidelines. If such escrow account does not contain sufficient funds to repay the entire amount of the payments for the disallowed claims, then Contractor shall make payment to County of such any unrepaid amounts. In no event shall County be liable or responsible to Contractor for any State approved Title XIX Short-Doyle/Medi-Cal services that are subsequently disallowed by County, State, and/or Federal governments unless the disallowance was based on Contractor's compliance with written County guidelines.

G. ESCROW OF FUNDS: Upon County's receipt of payment from the State of FFP or EPSDT-SGF funds for Short-Doyle/Medi-Cal services provided by Contractor under this Agreement, County shall deduct 33% of the amount received and place it in an account to be created with the County Auditor-Controller for this purpose (Escrow Account). Of these amounts, 3% shall relate to potential cost report disallowances, and 30% shall relate to claims level disallowances. The funds placed in this account shall accrue interest until such funds are released as provided in this Agreement and the accrued interest shall be treated in the same manner as any other money placed into this fund.

Tri-City may request once per year that either or both components of the withhold percentages be reduced and will supply support for such request. County will consider such request and grant it unless, in its good faith judgment, available information, including data it generates, fails to demonstrate that the current percentages are overstated. Additionally, to the extent that new information provided by State at any time indicates that the withhold percentage is either too high or too low, the County may adjust such percentage, after consultation with Tri-City. Moreover, the County will, in the summer of 2008 perform an additional review of the claims withhold percentage and will reduce such percentage if the data supports such a reduction. If Tri-City disagrees with any such adjustment, it may request review by the Chief Deputy Director. Any adjustments made pursuant to this paragraph do not require formal amendment of this Agreement.

(1) Release of Funds after Pre-audit Settlement: If the pre-audit settlement provided for in Paragraph K below, determines that funds are owed to Contractor, then County shall release, and within 30 days pay to Contractor, that portion of the Escrow Account which relates to the claims disallowance percentage for the subject fiscal year, up to the amount owed. If the pre-audit settlement determines that Contractor has been overpaid, then County shall remove an amount equal to the overpayment from the Escrow Account. If the amount of the overpayment is less than the amount into the Escrow Account for the subject fiscal year for claims disallowances, County shall pay Contractor the remaining amount in the Escrow Account which relates to the claims disallowance percentage for the subject fiscal year. Notwithstanding the forgoing, if the State has informed County or Contractor that it intends to audit individual claims for the subject fiscal year, County shall have no obligation to release funds to Contractor until such audit has been completed, and a settlement amount determined.

(2) Release of Funds after Final Settlement: If the final settlement for the subject fiscal year after State audit reflects that money is due to Contractor, then County shall release from funds in the Escrow Account relating to that fiscal year, plus the related accrued interest, and within 30 days pay to Contractor the amount owed unless there is pending a claims specific audit related to the subject fiscal year. If there remain funds in the Escrow Account related to this fiscal year, such funds shall be returned to the State. If the amount in the Escrow Account is not sufficient to pay Contractor the amounts due

under this Agreement, then County shall pay such remaining balance to Contractor within 30 days of receiving the additional funds from the State.

(3) Release of Funds After Claims Audit: If either the State or County performs a review of individual claims for services rendered by Contractor and determines for any reason that such claims either should not have been paid, or should have been paid at a lesser rate, an overpayment amount will be calculated. County may remove from the Escrow Account sufficient funds to repay State the amount of such overpayment. Such funds may be removed, and repaid to the State notwithstanding Contractor's disagreement with the State or County audit findings, and irrespective of the existence of any appeal.

H. GOVERNMENT FUNDING RESTRICTIONS: This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of this Agreement. 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. In the event that, based on any revision to State or Federal law, Contractor is no longer considered a public entity which is capable of certifying a public expenditure, or making an intergovernmental transfer under federal Medicaid rules, provisions of Paragraph S (Public Entity Status) shall control.

I. 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 UMDAP.

(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 units specified in this Agreement.

(3) Contractor shall not retain any fees paid by any resources for or on behalf of Medi-Cal beneficiaries without having those fees deducted from the cost of providing the mental health services from which the fees were derived.

(4) 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.

(5) Failure of Contractor to report in all its monthly 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 hereunder, 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 nonreported revenue.

(b) A report by County to SDMH of all such nonreported revenue including any such unreported revenue paid by any resources for or on behalf of Medi-Cal beneficiaries.

(c) Any appropriate financial adjustment to Contractor's reimbursement.

J. <u>ANNUAL COST REPORTS</u>:

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

(2) An accurate and complete annual cost report (annual cost report) shall be defined as a cost report which is completed to the best of the ability of Contractor 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 for the Financial Summary within each legal entity.

(4) The annual cost report will be due on December 15th for the fiscal year ending on the previous June 30th or 75 days following the expiration or termination date of this Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.

(a) Failure to submit an annual cost report by 30 calendar days after the applicable due date specified in this Paragraph J (Annual Cost Reports), Subparagraph (4) shall constitute a breach of contract. In such instance that Contractor does not submit an annual cost report(s) by such 30 calendar days after the applicable due date specified in Paragraph J (Annual Cost Reports), Subparagraph (4), then all amounts covered by the outstanding annual cost report(s) and paid by County to Contractor in the Fiscal Year for which the annual cost report(s) is (are) outstanding shall be due by Contractor to County. Contractor shall pay County according to the method described in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph M (Method of Payments for Amounts Due to County).

(b) If Contractor fails to submit an annual cost report(s) by the due date specified in this Subparagraph (4), and if this Agreement is automatically renewed as provided in DMH Legal Entity Agreement Paragraph 1 (TERM), then County may opt to not make any further payments to Contractor under this Agreement until the annual cost report(s) is (are) submitted. County shall give Contractor at least 15 business days written notice of its intention to withhold payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have 15 business days either to correct any deficiencies, or to request reconsideration of the decision to withhold payment. Payment to Contractor shall not be withheld if reconsideration is requested, pending the results of the reconsideration process.

(c) It is mutually understood and agreed that failure of Contractor to submit an annual cost report(s) by the due date specified in this Subparagraph (4) will result in damages being sustained by County; that the nature and amount of such damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or

forfeiture for Contractor's breach. Therefore, in the event of Contractor's failure to submit an annual cost report(s) by the due date specified in this Subparagraph (4), County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS ($100) for each day that the annual cost report(s) is (are) not submitted. Contractor may request that liquidated damages not be assessed by sending a request to the attention of Director or his designee no later than thirty (30) days prior to the County's Cost Report filing due date specified in this Subparagraph (4) to allow ample time to process. Liquidated damages shall be assessed separately on each outstanding annual cost report. Liquidated damages shall be assessed commencing beginning December 16th or on the seventy-sixth day following the expiration or termination date of this Agreement and shall continue until the outstanding annual cost report(s) is(are) received.

(5) Each such 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 Reporting/Data Collections (CR/DC) Manual, and any other written guidelines which shall be provided to Contractor at the Cost Report training, requiring mandatory attendance by Contractor, to be conducted by County by June 30 of the Fiscal Year for which the Annual Cost Report is to be prepared. County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS ($100) for Contractor's non-attendance at the Cost Report training.

(6) If Contractor fails to correct inaccuracies in annual cost report within thirty (30) calendar days after receipt of written notification from the Director or his designee and said inaccuracies result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor, Contractor must return to the County the amount of the loss of reimbursement that the County could have claimed if the inaccuracy was corrected by Contractor.

(7) Contractor shall be solely responsible, and shall indemnify County for any loss incurred by County due to Contractor's failure to comply with County and State cost report requirements.

K. **PRE-AUDIT FINAL COST REPORT SETTLEMENT:** Based on the Annual Cost Report(s) submitted pursuant to this Financial Exhibit A (FINANCIAL PROVISIONS)

Paragraph J (Annual Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect and Paragraph F (General Administration Requirements for Title XIX Short-Doyle/Medi-Cal), Subparagraph (13) (Title XIX Short-Doyle/Medi-Cal Reconciliation Report), the State and County will perform a pre-audit final cost report settlement. Such settlement will be subjected to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedural requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

(1) Reimbursement to Contractor shall not exceed the Maximum Contract Amount shown in the Financial Summary(ies) (Attachment III). For purposes of this part, Federal Financial Participation (FFP) for Title XIX Short-Doyle/Medi-Cal services, as well as EPSDT-SGF will be considered by County in the Legal Entity's aggregate total when applying the Maximum Contract Amount limitation by payer. However, the FFP reimbursement by County to Contractor for Title XIX Short-Doyle/Medi-Cal services shall be limited to the maximum FFP for which there is sufficient eligible Contractor/State local match funds, as required by federal statute and regulation. State FFP reimbursement to County for Contractor's State approved Title XIX Short-Doyle/Medi-Cal services that is in excess of the FFP amount for which there is sufficient Contractor/State local match funds will be handled as specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph F (General Administrative Requirements for Title XIX Short-Doyle/Medi-Cal), Subparagraph (4).

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

(3) In the event that County's pre-audit cost report settlement findings, including any reconciliation to Contractor's Maximum Contract Amount indicate an amount due the County, Contractor shall pay County according to the method described in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph M (Method of Payments for Amounts Due to County). Contractor shall have a right to dispute a finding that money is due the County using the reconsideration process set forth in the letter notifying Contractor of the amount due, and County shall not recover any disputed amounts until that

reconsideration process is complete.

L. **AUDITS, AUDIT APPEALS AND POST-AUDIT SHORT-DOYLE/MEDI-CAL FINAL 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 and following, authorized representatives from the County, State or Federal governments may conduct an audit of Contractor regarding the Title XIX Short-Doyle/Medi-Cal mental health services provided hereunder.

(2) Settlement based on the audit findings will be conducted according to the auditing party's procedures in place. In the case of a State Short-Doyle/Medi-Cal audit, the State and County will perform a post-audit Short-Doyle/Medi-Cal settlement that is 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. However, if the responsible 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.

(a) County recovery from Contractor of any Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.

(b) County shall issue an invoice to Contractor for any amount due County no later than forty (40) calendar days after the State issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice, and shall be repaid in accordance with method described in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph M (Method of Payments for Amounts Due to County).

(3) 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 process shall be followed.

(b) Contractor may appeal the State audit findings related to the cost report in conformance with provisions of Sections 51016 and following Title 22, of the California Code of Regulations. Such appeals must be filed through County. County shall notify Contractor of State appeal time deadlines upon County's receipt from State of the audit report. The first level of appeal is the Informal Conference. The second appeal level is the Formal Hearing, if Contractor appeals the Informal Conference appeal finding(s). The Formal Hearing audit appeal concludes with a Report of Findings which is the final administrative decision

(c) In accordance with the Formal Hearing Report of Findings the State will proceed to recompute the final settlement of the Short-Doyle/Medi-Cal cost report for a particular year and settle with the County. The County will perform a post-audit Short-Doyle/Medi-Cal recomputed final settlement based upon the State's final settlement with the County.

(d) Contractor may request the County to appeal State findings related to the audit of specific types of claims or services, such as EPSDT, in conformance with the provisions of Section 1810.380 of Title 9 of the California Code of Regulations or such other form of appeal specified by the State in its report of audit findings or settlement. Such appeals must be filed through the County and the time period to do so is extremely short. The County shall notify Contractor of State appeal time deadlines upon County's receipt from State of the audit report, and Contractor shall make its appeal request in writing and provide the documents necessary to submit the appeal at least 10 business days prior to the last date the County's appeal can be filled. Contractor shall assist County in whatever way is necessary in the prosecution of such appeal, including presentation of Contractor's position at hearing if so requested by County, and shall be informed of the results of any such appeal. Nothing in the paragraph shall act as a waiver of Contractor's right to challenge the form of appeal specified by State, including but not limited to, the State's reliance on Section 1810.380 of Title 9 of the California Code of Regulations.

(4) 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.

(5) 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. County will issue an invoice for any amount due County fifteen calendar days (15) after County has notified Contractor of the County's audit appeal findings. The amount on the County invoice is due thirty (30) calendar days from the date of the invoice.

(6) Contractor shall pay County according to Paragraph M (Method of Payments for Amounts Due to County).

(7) If the post-contract audit and/or post-audit appeal Formal Hearing process conducted by County, State, and/or Federal personnel determines that the County payments to Contractor hereunder are less than the amounts reimbursable pursuant to this Agreement, then that portion of the difference which is funded with FFP or EPSDT-SGF shall be paid by County to Contractor, provided that in no event shall County's Maximum Contract Amount for the applicable Fiscal Year, as shown in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (Reimbursement for the Initial Period) and C (Reimbursement if Agreement is Automatically Renewed), be exceeded. If such Maximum Contract Amount is exceeded, County will remit payment to Contractor within thirty (30) calendar days of receiving Board authorization to make the payment. County will seek such Board authorization within 30 calendar days after completion of the post-audit and recomputed final settlement Short-Doyle/Medi-Cal processes described in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph L (Audits, Audit Appeals and Post-Audit Short-Doyle/Medi-Cal Final Settlement).

M. <u>METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY</u>: If, at the time an amount payable to the County is determined, there are funds related to the fiscal year to which the debt relates in the Escrow Account created pursuant to Paragraph G (Escrow of Funds) above, County shall withdraw the amount to which it is due from such account, in accordance with the terms of Paragraph G (Escrow of Funds) and will provide notice to Contractor of such withdrawal. If there are no funds remaining in the Escrow Account related to the fiscal year to which the debt relates, or if such funds are not adequate to liquidate the entire amount of the debt, Contractor will within ten (10) business days after written notification by County of the amount due by Contractor to County, 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: (1) paid in one cash payment by Contractor to County, (2) deducted from future claims over a period not to exceed three months, (3) deducted from any amounts due from County to Contractor whether under this Agreement or otherwise, (4) paid by cash payment(s) by Contractor to County over a period not to exceed three months, or (5) a combination of any or all of the above. If Contractor does not so notify County within such ten 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 payment options shall be used by County for recovery of such amount from Contractor.

N. INTEREST CHARGES ON DELINQUENT PAYMENTS: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Agreement within 60 calendar days after the due date, as determined by Director, then Director, in his sole discretion and after written notice to Contractor, may assess interest charges at a rate equal to County's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first calendar day after the due date. Contractor shall have an opportunity to present, to Director, information bearing on the issue of whether there is a good cause justification for Contractor's failure to pay County within 60 calendar days after the due date. The interest charges shall be: (1) paid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of Director or his designee, deducted from any amounts due from County to Contractor whether under this Agreement or otherwise.

O. FINANCIAL SOLVENCY: Contractor shall maintain adequate provisions against the risk of insolvency. Such provisions shall minimally meet the solvency/working capital criteria specified in the DMH's financial responsibility requirements policy. The fact that some of Contractors revenues are being held in the Escrow Account pursuant to Paragraph G above shall not be basis for finding that Contractor does not meet such financial responsibility requirements.

P. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS: 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. So long as Contractor has adequate amounts to qualify as the local match for non-ESPDT services, or for ESPDT services within the baselines and any associated growth amount, or the State pays sufficient SGF to act as local match, County agrees that the Board of Supervisors will appropriate sufficient amounts to allow Contractor to receive the FFP and EPSDT-SGF for services it provided.

Q. <u>CONTRACTOR REQUESTED CHANGES</u>:

(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 and Contractor, and all changes shall be made by an amendment pursuant to DMH Legal Entity Agreement Paragraph 39 (ALTERATION OF TERMS).

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

R. <u>DELEGATED AUTHORITY</u>: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement, under the following conditions.

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

(2) Any such Maximum Contract Amount amendment increase or amendment change shall only be used for additional services or to reflect program and/or policy changes that affect this Agreement; and

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

(4) Approval of County Counsel and the Chief Executive Officer or their designee is obtained prior to any such amendment to this Agreement; and

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

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

S. PUBLIC ENTITY STATUS: The provisions of this Financial Exhibit A assume that Contractor is considered a public entity under federal Medicaid rules, and is capable of certifying a public expenditure, with or without additional certification by the State Controller. If County, in good faith, determines that Contractor no longer qualifies as a public entity under federal Medicaid rules, then all payments under this Agreement for services rendered on or after the date Contractor ceased being a public entity shall stop. Prior to making such determination, County shall consult with Contractor, so long as Contractor makes itself available for such discussion within five (5) business days of a request for such conference by County. Contractor and County, working with the State, shall make good faith efforts to enter into a new arrangement which will permit realignment funds assigned by statute to Contractor to act as the local match for Medicaid/Medi-Cal mental health services to the residents of La Verne, Claremont and Pomona provided by Contractor. Contractor acknowledges and agrees that County has no obligation to pay for services provided by Contractor after it ceases to be a public entity under federal Medicaid rules unless a new arrangement, memorialized in a formally approved amendment or new agreement between the parties exists, and that, if Contractor continues to provide services to Medi-Cal beneficiaries, it does so at its own risk. Notwithstanding the above, Contractor may continue to submit claims, and County may continue to make payments to Contractor for services which do not rely on Contractor's expenditure as the basis for the claim for FFP, if and only if County, in its sole discretion, notifies Contractor that it will accept such claims and make such payment.

EXHIBIT A-1

SPECIAL CLAIM CERTIFICATION FORM FOR
TRI-CITY MENTAL HEALTH CENTER

Legal Entity No. _____

Claims for services with dates of services _____
through_____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health service in and for Tri-City Mental Health Center, and that all claims referenced above have been individually reviewed for completeness and accuracy. I further certify that, to best of my knowledge and belief, the claims are in all respects true, correct, and in accordance with State and federal law and regulation. I further certify that to the best of my knowledge and belief, for each service for which reimbursement is claimed, medical necessity exists, a timely service plan which includes the specific service has been prepared for the beneficiary, an adequate progress note reflecting the service, as well as all other information required as a condition of reimbursement under Short-Doyle/Medi-Cal exists, and the services meet the federal, state and County requirements for coverage and reimbursement under the Title XIX Short-Doyle/Medi-Cal program. I acknowledge and understand that the County of Los Angeles is relying on this certification in submitting these claims to the State of California for reimbursement under the Short-Doyle/Medi-Cal program and that a material misrepresentation may be a violation of state and/or federal law, subject to criminal or civil prosecution.

Date:_____ Signature: _____

Title: _____

Executed at _____, California

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

TRI-CITY CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL DETERMINATION OF ELIGIBILITY

Legal Entity: _____

Legal Entity Number: _____

Claims for services/activities with dates of services (mm/dd/yyyy): _____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for Tri-City Mental Health Center ("Claimant"); that the amounts for which reimbursement was claimed for Medi-Cal services rendered during the above indicated fiscal year and claimed to the County of Los Angeles Department of Mental Health were in accordance with the terms and conditions of the Legal Entity Agreement; and that to the best of my knowledge and belief each claim was in all respects true, correct, and in accordance with State and Federal law and regulation. I agree and certify under penalty of perjury that all claims for services provided to County mental health clients that are covered by this certification were provided to the clients by this Legal Entity. The services were 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 was and will be accurate and complete. This Legal Entity understands that these claims are or will be paid from Federal and/or State funds, and any falsification or concealment of a material fact may violate and be prosecuted under Federal and/or State laws. The Legal Entity agrees to keep for the minimum period specified in its Legal Entity Agreement a printed representation of all records which are necessary to disclose fully the extent of services furnished to the clients. 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; California Department of Health Care Services; California Department of Mental Health; California Department of Justice, including the Bureau of Medi-Cal Fraud; Office of the State Controller; U.S. Department of Health and Human Services, or the duly authorized representatives of such entities. The Legal Entity also agrees that services were 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: that an assessment of the beneficiary was 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 was determined to be eligible to receive Medi-Cal services at the time the services were actually provided to the beneficiary; services included in the claims submitted for the above indicated period were actually provided to the beneficiary; medical necessity was established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services claimed; a client plan was developed and maintained for the beneficiary that meets all client plan requirements established in the County's MHP contract with the State DMH and, for each beneficiary with EPSDT supplemental specialty mental health services included in the claims for said period, all requirements for payment authorization for EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were 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: _____

Director/Chief Operations Officer

Executed at _____, California

Claims for services/activities with dates of services (mm/dd/yy): _____.

1. Total Actual Expenditure of Public Funds $

2. SD/MC Cut-Off Date (on Integrated System)

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of Tri-City Mental Health Center ("Claimant') responsible for the examination and settlement of accounts and I understand that the information is to be used for filing a reimbursement claim with the federal government for federal funds and with the State for State funds and, that intentional misrepresentation of any information provided herein constitutes a violation of federal and state law. I further certify that this claim is based on actual, total expenditures of public funds as necessary for claiming federal participation pursuant to all applicable requirements of federal law, including Section 1903(a) of the Social Security Act and 42 C.F.R. Section 433.51 and that the expenditures claimed have not previously been, nor will they be, claimed at any other time as claims to receive federal participation funds under Medicaid or any other program (unless these claims are being resubmitted after correction). I understand that the County and/or the State of California must deny payment of any claim submitted if it determines the certification is not adequately supported for purposes of claiming federal financial participation. I acknowledge that all records of these expenditures are subject to review and audit by the County, the California Department of Mental Health, the California Department of Health Care Services, and/or the federal government, and that all records necessary to fully disclose the extent of services furnished to clients must be kept as required by the Legal Entity Agreement, Paragraph 12 RECORDS and AUDITS.

Date: _____ Signature:

_____
Director/Chief Operations Officer

Executed at _____, California

Please forward the completed form to County of Los Angeles Department of Mental Health:

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

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

DMH Legal Entity Agreement
Attachment III
The Financial Summary -

	COLUMNS	1	2	3	4	5	6
			Sum of 2 + 3 + 4 + 5+ 6 = 1				
LINE #	DESCRIPTION	MAXIMUM CONTRACT ALLOCATION TOTALS	LOCAL MHP NON MEDI-CAL	DCFS STOP SGF 70% County Local 30%	MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 42.68% County Local 7.32%	HEALTHY FAMILIES FFP 65% County Local 35%
				Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
1	**A. Contractual Limitation By Responsible Financial Party:**						
2	CGF*	$ -		-	-	-	-
3	CGF - Psychiatric Emergency Services (PES) (NCC)	-					
4	CGF - Transitional Residential Program (NCC)	-					
5	SAMHSA, CFDA #93.958	-					
6	SAMHSA - Child Mental Health Initiative, CFDA #93.104	-					
7	SAMHSA - Targeted Capacity Expansion, CFDA #93.243	-					
8	PATH, CFDA #93.150	-					
9	CalWORKs - Flex Fund	-					
10	CalWORKs - Mental Health Services (MHS)	-					
11	CalWORKs - Community Outreach Services (COS)	-					
12	CalWORKs - Families Project - Client Support Services	-					
13	CalWORKs - Families Project - MHS & Targeted Case Management	-					
14	CalWORKs - Families Project - COS	-					
15	DPSS - GROW	-					
16	DCFS AB 2994	-					
17	DCFS Family Preservation	-					
18	DCFS Star View Life Support PHF	-					
19	DCFS Independent Living	-					
20	DCFS STOP (70%)	-		-			
21	DCFS Medical Hubs	-					
22	DCFS Basic MH Services Enhanced Specialized Foster Care	-					
23	DCFS Intensive In-Home Enhanced Specialized Foster Care	-					
24	DCFS - Multidisciplinary Assessment and Treatment (MAT)	-					
25	Probation - Mentally Ill Offender Crime Reduction Program (MIOCR)	-					
26	Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-					
27	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-					
28	Sheriff Dept - Mentally Ill Offender Crime Reduction Program (MIOCR)	-					
29	AB 34/AB 2034	-					
30	ADPA AB 34/AB 2034 Housing	-					
31	DHS-OAPP HIV/AIDS	-					
32	DHS Dual Diagnosis	-					
33	DHS Social Model Recovery	-					
34	DHS LAMP	-					
35	HIV AIDS	-					
36	IDEA (AB 3632 - SEP), CFDA #84.027	-					
37	SB 90 (AB 3632 - SEP)	-					
38	AB3632 - SEP (SB 1807)	-					
39	Mental Health Services Act (MHSA)	-					
40	Mental Health Services Act (MHSA) - Plan I:						
41	A. Child						
42	One Time Cost	-					
43	Client Supportive Services (Flex Funds)	-					
44	Mental Health Services	-					
45	B. TAY						
46	One Time Cost	-					
47	Client Supportive Services (Flex Funds)	-					
48	Mental Health Services	-					
49	C. Adult						
50	One Time Cost	-					
51	Client Supportive Services (Flex Funds)	-					
52	Mental Health Services	-					
53	D. Older Adult						
54	One Time Cost	-					
55	Client Supportive Services (Flex Funds)	-					
56	Mental Health Services	-					

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

DMH Legal Entity Agreement
Attachment III
The Financial Summary -

	COLUMNS	1	2	3	4	5	6
			Sum of 2 + 3 + 4 + 5+ 6 = 1				
LINE #	DESCRIPTION	MAXIMUM CONTRACT ALLOCATION TOTALS	LOCAL MHP NON MEDI-CAL	DCFS STOP SGF 70% County Local 30%	MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 42.68% County Local 7.32%	HEALTHY FAMILIES FFP 65% County Local 35%
				Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
57	Mental Health Services Act (MHSA) - Plan II						
58	A. Child						
59	Integrated MH/COD Services	-					
60	Family Crisis Services - Respite Care	-					
61	One Time Cost	-					
62	B. TAY						
63	Drop-In Centers	-					
64	Probation Camps	-					
65	One Time Cost	-					
66	C. Adult						
67	Wellness Centers - Non Client Run	-					
68	Wellness Centers - Client Run	-					
69	IMD Step Down	-					
70	Safe Haven	-					
71	One Time Cost	-					
72	D. Older Adult						
73	Field Capable Clinical Services						
74	One Time Cost	-					
75	Client Supportive Services (Flex Funds)	-					
76	Mental Health Services	-					
77	Older Adult Service Extenders	-					
78	Older Adult Training	-					
79	One Time Cost	-					
80	E. Cross-Cutting						
81	Urgent Care	-					
82	Enriched Residential Services	-					
83	One Time Cost	-					
84	Mental Health Services Act (MHSA) - Plan III	-					
85	Mental Health Services Act (MHSA) - AB 2034 Services	-					
86	Medi-Cal, Healthy Families, or MAA FFP	-			-	-	-
87	SGF - EPSDT	-				-	
88	***Maximum Contract Amount (A)***	$ -	-				
89	**B. Third Party:**						
90	Medicare	-					
91	Patient Fees	-					
92	Insurance	-					
93	Other	-					
		-					
94	***Total Third Party (B)***	-	-	-	-	-	-
95	**GROSS PROGRAM BUDGET (A+B)**	$ -	-	-	-	-	-

Footnote

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

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

Revised: 5/29/07

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

DMH Legal Entity Agreement
The Rate Summary

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

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

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

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

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

SERVICE EXHIBITS

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

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

1	Local Hospital Services	902	
2	Semi-Supervised Living Services	904	
3	Adult Residential Treatment Services (Transitional)	912	
4	Adult Residential Treatment Services (Long Term)	913	
5	Non-Hospital Acute Inpatient Services (La Casa PHF)	914	
6	Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)	915	
7	Assertive Community Treatment Program (ACT)	921	
8	Psychiatric Inpatient Hospital Services	930	
9	Primary Linkage and Coordination Program	1001	
10	AB 34 Housing and Personal/Incidental Services	1002	
11	Service Provisions (Organizational Provider Only)	1003	
12	Consumer Run/Employment Program	1005	
13	AB 2034 State Demonstration Program (Housing Expenses)	1008	
14	AB 2034 State Demonstration Program (Personal and Incidental Expenses)	1009	
15	Client Supportive Services (***Includes Attachment A Reimbursement Procedures***		
16	***and Attachment B Monthly Claim for Cost Reimbursement***)	1010-A	
17	Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services	1011	
18	Mental Health 24-Hour Services Children Under Age 18 Basic Services	1012	
19	Supportive Services – Residential Programs (***Includes Attachment A***		
20	***Reimbursement Procedures and Attachment B- Monthly Claim for***		
21	***Cost Reimbursement)***	1013	
22	Client Supportive Services-Mental Health Services Act Programs (***Includes***		
23	***Attachment A - Reimbursement Procedures and Attachment B - Monthly***		
24	***Claim for Cost Reimbursement)***	1014-A	
25	Full Service Partnership (FSP)	1015	
26	Supportive Services – Intensive Residential Program (***Includes Attachment A-***		
27	***Reimbursement Procedures and Attachment B - (Monthly Claim for***		
28	***Cost Reimbursement)***	1016	
29	One-Time Expenses Associated with Starting a new MHSA Program (**Includes**		
30	***Attachment A-Reimbursement Procedures and Attachment B – Monthly***		
31	***Claim for Cost Reimbursement)***	1017	
32	Client Supportive Services (New Directions) (***Includes Attachment A***		
33	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
34	***Reimbursement***)	1018	
35	Family Support Services	1019	

1	Service Extender Stipend Program Mental Health Services Act Programs		
2	***(Includes Attachment A Reimbursement Procedures and Attachment B***		
3	***Monthly Claim for Cost Reimbursement)***	1020	
4	Client Supportive Services Field Capable Clinical Services (FCCS) for Older		
5	Adults Mental Health Services Act Programs ***(Includes Attachment A***		
6	***Reimbursement Procedures and Attachment B Monthly Claim for Cost***		
7	***Reimbursement)***	1021	
8	Intensive In-Home Mental Health Services	1022	
9	One-Time Expenses Associated with Starting a new Mental Health Services Act		
10	Program for Probation Camp Services ***(Includes Attachment A Reimbursement***		
11	***Procedures and Attachment B Client Supportive Services)***	1023	
12	One-Time Expenses Associated with Starting a new MHSA Program for		
13	Transitional Living Centers for L.A. County, Inc. **(Includes *Attachment A***		
14	***-Reimbursement Procedures***	1024	
15	Intensive Treatment Foster Care	1025	

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

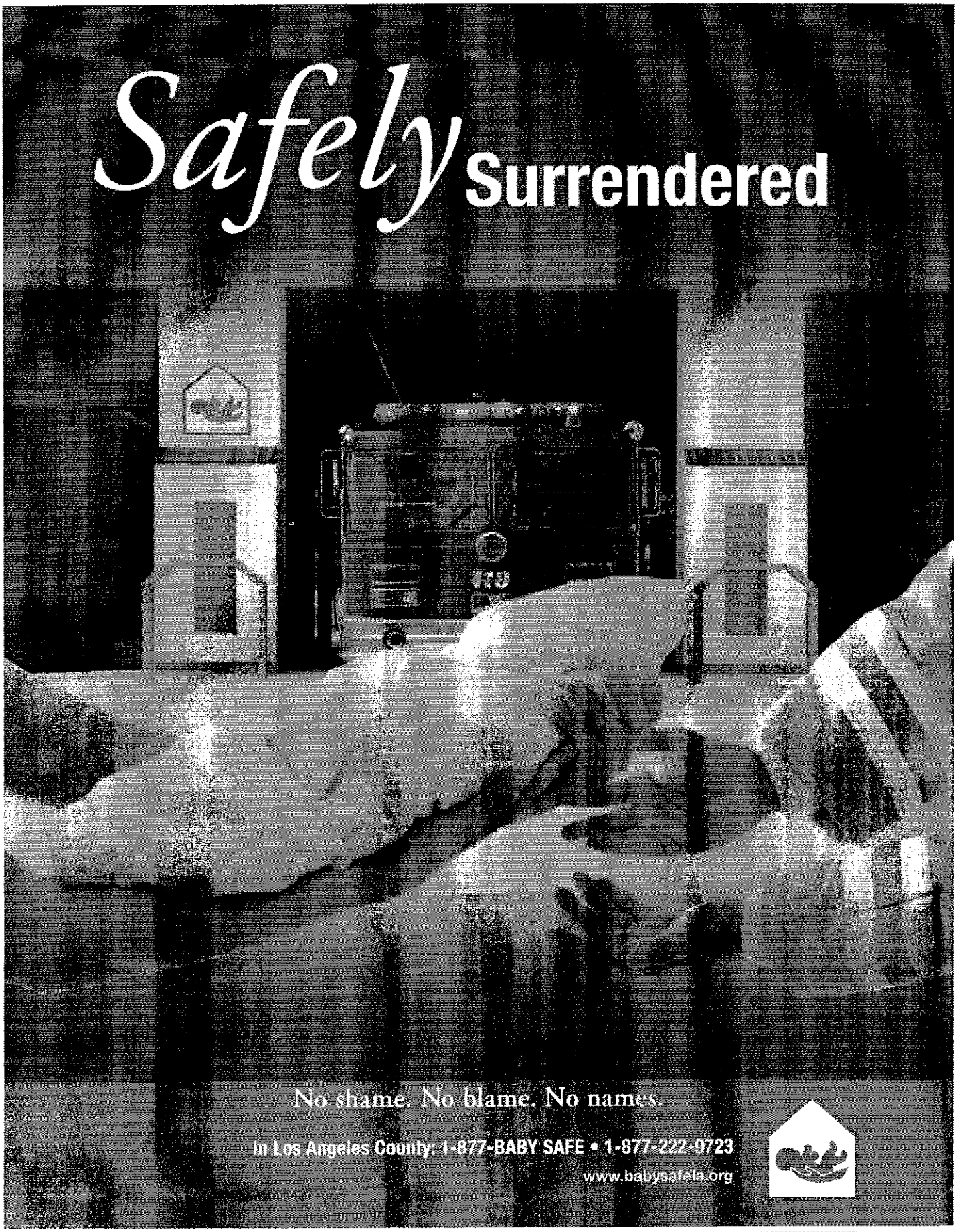
Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


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

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

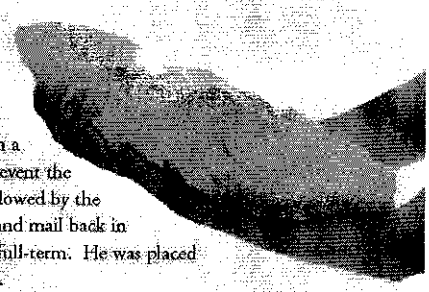
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

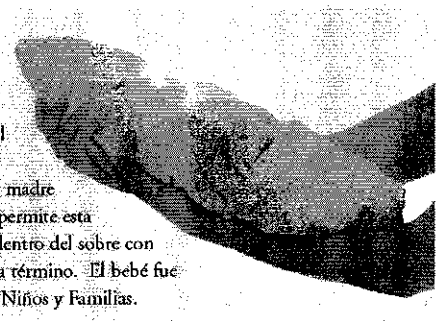
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

CROSSWALK FACT SHEET

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

Revised 3/7/06

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

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
PERFORMANCE STANDARDS AND OUTCOME MEASURES

Pursuant to Paragraph 10 **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.

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) (ONLY FOR CLINIC BASED SERVICES)	California Consumer's Perception Survey - MHSIP, YSS and YSS-F 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 46% or more of clients are seen within 7 calendar days of discharge from an acute psychiatric hospital.)	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 was seen and received timely on-going care within 30 calendar days time of discharge from mental health residential treatment program/institutional setting. (Systemwide 59% or more of clients were seen within 30 calendar days time of discharge from mental health residential treatment program/institutional setting.)	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: (a) get along better with family members and (b) in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.	✓
8		75% or more of responding child/youth are doing better in school and/or work.	YSS and YSS-F survey instruments.	✓
9		65% or more of responding Transitional Age Youth are doing better in school and/or work.	MHSIP, YSS, YSS-F	✓
10		15% or more of responding adult clients will do better in school and/or work.	MHSIP, YSS and YSS-F survey instruments.	✓
11		20% or more of responding 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.	✓

DMH Agreement Summary

LEGAL ENTITY NAME:_____

Contract No.:_____ Legal Entity No.: _____

LIST OF FUNDING SOURCES
(Please check all applicable funding for Amendment only.)

1	CGF	
2	CGF - Psychiatric Emergency Services (PES) (NCC)	
3	CGF – Transitional Residential Program (NCC)	
4	SAMHSA, CFDA #93.958	
5	SAMHSA – Child Mental Health Initiative, CFDA #93.104	
6	SAMHSA – Targeted Capacity Expansion, CFDA #93.243	
7	PATH, CFDA #93.150	
8	CalWORKs – Flex Fund	
9	CalWORKs – Mental Health Services (MHS)	
10	CalWORKs – Community Outreach Services (COS)	
11	CalWORKs – Families Project – Client Support Services	
12	CalWORKs – Families Project – MHS & Targeted Case Management	
13	CalWORKs – Families Project - COS	
14	DPSS – GROW	
15	DCFS AB 2994	
16	DCFS Family Preservation	
17	DCFS Star View Life Support PHF	
18	DCFS Independent Living	
19	DCFS STOP (70%)	
20	DCFS Medical Hubs	
21	DCFS Basic MH Services Enhanced Specialized Foster Care	
22	DCFS Intensive In–Home Enhanced Specialized Foster Care	
23	DCFS – Multidisciplinary Assessment Team (MAT) – Enhanced Specialized Foster Care	
24	DCFS Basic Katie A	
25	DCFS Intensive In-Home Katie A.	
26	DCFS – Multidisciplinary Assessment Team (MAT) Katie A.	
27	DCFS - Wraparound	
28	Probation – Mentally Ill Offender Crime Reduction Program (MIOCR)	
29	Probation – Substance Abuse/Co-Occurring Disorder Services	
30	Probation – Neurobehavioral Demonstration Pilot Project	
31	Schiff-Cardenas – M.H. Screening, Assessment, and Treatment (MHSAT)	

44	FFS State Allocation	
45	Mental Health Services Act (MHSA)	
46	MHSA – FSP - Child – One Time Cost	
47	MHSA – FSP -Child – Client Supportive Services (Flex Funds)	
48	MHSA – FSP - Child – Mental Health Services	
49	MHSA – FSP - TAY – One Time Cost	
50	MHSA – FSP - TAY – Client Supportive Services (Flex Funds)	
51	MHSA – FSP - TAY – Mental Health Services	
52	MHSA – FSP - Adult – One Time Cost	
53	MHSA – FSP - Adult – Client Supportive Services (Flex Funds)	
54	MHSA – FSP - Adult – Mental Health Services	
55	MHSA – FSP - Older Adult – One Time Cost	
56	MHSA – FSP - Older Adult - Client Supportive Services (Flex Funds)	
57	MHSA – FSP - Older Adult - Mental Health Services	
58	MHSA – Non FSP - Child – Integrated MH/COD Services	
59	MHSA – Non FSP - Child - Family Crisis Services – Respite Care	
60	MHSA – Non FSP - Child - One Time Cost	
61	MHSA – Non FSP - TAY –Drop-In Centers	
62	MHSA – Non FSP - TAY – Probation Camps	
63	MHSA – Non FSP - TAY – One Time Cost	
64	MHSA – Non FSP - Adult - IMD Step Down	
65	MHSA – Non FSP - Adult – Safe Haven	
66	MHSA – Non FSP - Adult – One Time Cost	
67	MHSA – Non FSP - Older Adult –Service Extenders	
68	MHSA – Non FSP - Older Adult – Training	
69	MHSA – Non FSP - Older Adult – One Time Cost	
70	MHSA – Non FSP - Cross-Cutting – Urgent Care	
71	MHSA – Non FSP - Cross-Cutting – Enriched Residential Services	
72	MHSA – Non FSP - Cross-Cutting – One Time Cost	
73	Mental Health Services Act (MHSA) – Family Supportive Services (FSS)	
74	MHSA – Wellness Centers – One Time Cost	

DMH Agreement Summary

LEGAL ENTITY NAME:_____

Contract No.:_____ Legal Entity No.: _____

32	Schiff-Cardenas – Multi-Systemic Therapy Program (MST)	
33	Sheriff Dept – Mentally Ill Offender Crime Reduction Program (MIOCR)	
34	AB 34/AB 2034 (MHSA Conversion)	
35	ADPA AB 34/AB 2034 Housing	
36	DHS-OAPP HIV/AIDS	
37	DHS Dual Diagnosis	
38	DHS Social Model Recovery	
39	DHS LAMP	
40	HIV AIDS	
41	IDEA (AB 3632 – SEP), CFDA #84.027	
42	SB 90 (AB 3632 – SEP)	
43	AB3632 – SEP (SB 1807)	

75	MHSA – Wellness Centers	
76	MHSA – Wellness Centers - Client run	
77	Mental Health Services Act (MHSA) – AB 2034 Services	
78	MHSA – FCCS – One Time Cost	
79	MHSA – FCCS – Client Supportive Services (Flex Funds)	
80	MHSA – FCCS – Mental Health Services	
81	Mental Health Services Act (MHSA) – Jail Linkage Servcies	
82	MHSA – One Time Funding	
83	MHSA –Workforce Training	
84	MHSA –Outreach and Engagement	
85	Medi-Cal, Healthy Families, or MAA FFP	
86	SGF - EPSDT	

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

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

FY	FY	FY
$	$	$

New Headquarters' (HQ) Address: _____ HQ Sup. District: _____

_____ Service Area(s): _____

Revised: FY 07-08 Agreement Summary 04-30-08