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

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

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

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

28 and 29
The following items were called for consideration:

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

(Continued on Page 2)

29

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

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

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

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

(Continued on Page 3)

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

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

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

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

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

(Continued on Page 4)

2. Instruct the Director of Mental Health to:

   - Include the same shift of funds language in the current Fiscal Year contracts that the Board approved for inclusion in the Fiscal Year 2004-05 contracts; and

   - In consultation with the Chief Administrative Officer, County Counsel and Auditor-Controller, report back in 30 days with a long-term solution to the shift of funds issue.

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

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

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Attachments

Copies distributed:
Each Supervisor

COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

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

June 8, 2006

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

Dear Supervisors:

APPROVAL TO SUPERSEDE 69 DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute the supersession of 69 Department of Mental Health (DMH) Legal Entity (LE) Agreements, in accordance with in Attachment I and substantially similar to Attachment II, to enable DMH to ensure the uniform implementation of revised and new Board-mandated provisions required in all DMH LE Agreements which provide for mental health services to severely and persistently mentally ill adults, seriously emotionally disturbed (SED) children, adolescents, and their families. The total contract costs of $239,191,997 are fully funded by State revenues (32%), Federal revenues (45%), Intrafund Transfers (4%), and net County cost (NCC)/Realignment funds (19%), that are included in DMH's Fiscal Year (FY) 2006-2007 Proposed Budget.

   The term of 41 LE Agreements will be effective upon the date of execution through June 30, 2007. The term of 28 LE Agreements will be effective upon the date of execution through June 30, 2007, with a provision for one (1) automatic one-year renewal period.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to these LE Agreements, provided that:

1) the County's total payments to a contractor under each Agreement for each applicable fiscal year shall not exceed an increase of 20 percent from the applicable revised Maximum Contract Amount (MCA) or per diem rates; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) County and contractor may by written amendments reduce programs or services and revise the applicable MCA, provided that any amendments which reduce programs or services will be consistent with the principles agreed to in the DMH's stakeholders' process and will reflect DMH's FY 2006-2007 Final Budget approved by your Board; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The supersession will ensure that all Agreements are in compliance with all revised and new Board-mandated provisions and that LE contractors comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. There has been an ongoing review of all DMH LE Agreements with contractors, and the CAO and Auditor-Controller have previously recommended that there be uniformity of terms and conditions.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan's Programmatic Goals No. 5, "Children and Families' Well-Being," and No. 7, "Health and Mental Health." Superseding these agreements will ensure that contractors are in compliance with all revised and new Board - provisions required in County contracts and will continue to promote the collaborative partnership between government and community agencies.

FISCAL IMPACT/FINANCING

There is no increase in NCC.

The MCAs for each LE Agreement are shown in Attachment I. For FY 2006-2007, the MCAs totaling $239,191,997 for these 69 LE Agreements will be funded by the following funding sources that are included in DMH's FY 2006-2007 Proposed Budget:

1) State revenues	$ 76,263,889
2) Federal revenues	$107,562,697
3) Intrafund transfers	$ 9,215,864
4) NCC/Realignment funds	$ 46,149,547

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LE Agreements with Short-Doyle/Medi-Cal mental health service contractors provide for a broad range of mental health services to severely and persistently mentally ill adults, SED children, adolescents, and their families, pursuant to the California Welfare and Institutions Code (WIC), Division 5, Part 2, Chapter 1, Section 5602. These mental health services include, but are not limited to, diagnosis, evaluation, treatment, day care, respite care, living arrangements, community skill training, information, referral, consultation, and community services. The LE Agreements with four (4) specialty mental health service organizational contractors provide for medically necessary, mental health managed care for Medi-Cal beneficiaries, pursuant to WIC, Division 5, Part 2.5, Sections 5775 through 5781 and as outlined in DMH's annual mental health managed care contract with the California Department of Mental Health (CDMH).

On January 25, 2006, CDMH issued a directive to counties to initiate a rate increase for Medi-Cal nursing facilities that provide for long-term care as Institutions for Mental Disease (IMD), by 6.5 percent annually, effective July 1, 2005, through June 30, 2008, and 4.7 percent annually, effective July 1, 2008 and ongoing, as authorized by the California Department of Health Services. On May 2, 2006, your Board approved DMH's rate increase amendments to nine (9) existing LE Agreements with IMD

contractors. Eight (8) of these nine (9) agreements will be superseded in this Board letter with a 6.5 percent annual rate increase for the remainder of their contract term through June 30, 2008.

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

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

Attachment I lists the 69 LE Agreement supersessions for FYs 2006-2007 and 2007-2008, specifying the contractors, Supervisorial Districts, Agreement terms, and MCAs per fiscal year for each Agreement.

Attachment II is the revised DMH LE Agreement format.

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

CONTRACTING PROCESS

All of the 69 contractors have existing agreements with DMH. As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.

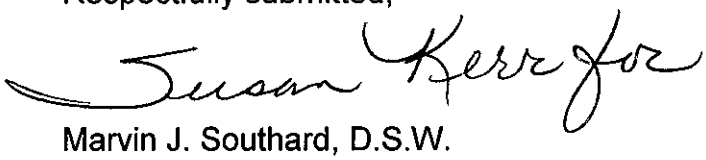
IMPACT ON CURRENT SERVICES

There is no impact on current services. The supersession of these agreements will allow existing contractors to comply with revised and new Board-mandated provisions required in all County contracts and provide for essential and accessible mental health services to clients throughout Los Angeles County.

CONCLUSION

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

Respectfully submitted,



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

MJS:MY:RK:KT

Attachments (3)

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

KT:CC:Supersession LE BL FY 06-07

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

ATTACHMENT I

CONTRACT SUPERSESSIONS FOR FYs 2006-2007 AND 2007-2008
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS

Item No.	Contractor Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	Maximum Contract Amount (MCA)	
				FY 2006-2007	FY 2007-2008
1	Alcott Center for Mental Health Services 1433 South Robertson Boulevard Los Angeles, CA 90035 LEGAL ENTITY (LE) # 00177	2	2 Years	$1,268,767	$1,268,767
2	AMADA Enterprises, Inc. dba View Heights Convalescent Hospital 12619 South Avalon Boulevard Los Angeles, CA 90061 LEGAL ENTITY (LE) # 00324	2	1 Year	+	N/A
3	Asian American Drug Abuse Program, Inc. 5318 Crenshaw Boulevard Los Angeles, CA 90043 LEGAL ENTITY (LE) # 01167	2	2 Years	$818,000	$818,000
4	Asian Rehabilitation Services, Inc. 1701 E. Washington Boulevard Los Angeles, CA 90021 LEGAL ENTITY (LE) # 00325	2	1 Year	$191,777	N/A
5	Barbour and Floyd Medical Associates 2640 Industry Way, Suite B Lynwood, CA 90262 LEGAL ENTITY (LE) # 00175	2	2 Years	$1,997,723	$1,997,723
6	Behavioral Health Services, Inc. 15519 Crenshaw Boulevard Gardena, CA 90249 LEGAL ENTITY (LE) # 01150	2	2 Years	$816,000	$816,000
7	California Hispanic Commission, Inc. 2101 Capitol Avenue Sacramento, CA 95816 LEGAL ENTITY (LE) # 01149	N/A	2 Years	$1,136,300	$1,136,300
8	Catholic Healthcare West dba California Hospital Medical Center 1401 S. Grand Avenue Los Angeles, CA 90015 LEGAL ENTITY (LE) # 01285	1	1 Year	$932,600	N/A
9	Cedars-Sinai Medical Center 8730 Alden Drive - Thalians, Room W104 Los Angeles, CA 90048 LEGAL ENTITY (LE) # 00178	3	1 Year	$1,129,837	N/A
10	Center for Healthy Aging 2125 Arizona Avenue Santa Monica, CA 90404 LEGAL ENTITY (LE) # 00211	3	2 Years	$401,557	$401,557
11	Child and Family Guidance Center 9650 Zelzah Avenue Northridge, CA 91325-2003 LEGAL ENTITY (LE) # 00207	3	1 Year	$17,069,423	N/A

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

CONTRACT SUPERSESSIONS FOR FYs 2006-2007 AND 2007-2008
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS

Item No.	Contractor Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	Maximum Contract Amount (MCA)	
				FY 2006-2007	FY 2007-2008
12	ChildNet Youth and Family Services, Inc. 5150 Pacific Coast Highway, Suite 365* Long Beach, CA 90804 LEGAL ENTITY (LE) # 00783	4	2 Years	$7,459,302	$7,459,302
13	The Children's Center of the Antelope Valley 45111 Fern Avenue Lancaster, CA 93534 LEGAL ENTITY (LE) # 01066	5	1 Year	$1,019,851	N/A
14	The Children's Circle (formerly Caring for Children & Families with AIDS) 5922 Comey Avenue Los Angeles, CA 90034 LEGAL ENTITY (LE) # 01030	2	1 Year	$1,185,900	N/A
15	City of Gardena 1700 West 162nd Street Gardena, CA 90247 LEGAL ENTITY (LE) # 00322	2	2 Years	$91,528	$91,528
16	Community Care Center, Inc. 2335 South Mountain Avenue Duarte, CA 91010 LEGAL ENTITY (LE) # 00311	5	1 Year	+	N/A
17	Community Family Guidance Center 10929 South Street, Suite 208B Cerritos, CA 90703 LEGAL ENTITY (LE) # 00181	4	1 Year	$3,688,988	N/A
18	Counseling and Research Associates, Inc. dba Masada Homes 108 West Victoria Street Gardena, CA 90248 LEGAL ENTITY (LE) # 00779	4	2 Years	$7,054,736	$7,054,736
19	Counseling4Kids 601 S. Glenoaks Boulevard, Suite 200 Burbank, CA 91502 LEGAL ENTITY (LE) # 00694	5	1 Year	$3,998,100	N/A
20	David & Margaret Home, Inc. 1350 Third Street La Verne, CA 91750 LEGAL ENTITY (LE) # 01227	5	1 Year	$1,000,000	N/A

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

CONTRACT SUPERSESSIONS FOR FYs 2006-2007 AND 2007-2008
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS

Item No.	Contractor Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	Maximum Contract Amount (MCA)	
				FY 2006-2007	FY 2007-2008
21	Dubnoff Center for Child Development and Educational Therapy 10526 Dubnoff Way North Hollywood, CA 91606 LEGAL ENTITY (LE) # 00184	3	1 Year	$2,199,152	N/A
22	D'Veal Corporation dba D'Veal Family and Youth Services 855 North Orange Grove Boulevard, Suite 207 Pasadena, CA 91103 LEGAL ENTITY (LE) # 00778	5	2 Years	$5,380,389	$5,380,389
23	Eastfield Ming Quong, Inc. (formerly known as Los Angeles Orphans Home Society dba Hollygrove) 251 Llewellyn Avenue Campbell, CA 95008-1940 LEGAL ENTITY (LE) # 00156	N/A	2 Years	$3,178,052	$3,178,052
24	El Centro del Pueblo, Inc. 1157 Lemoyne Street Los Angeles, CA 90026 LEGAL ENTITY (LE) # 01250	1	1 Year	$600,000	N/A
25	Emotional Health Association dba Share! The Self Help and Recovery Exchange 5521 Grosvenor Boulevard Los Angeles, CA 90066 LEGAL ENTITY (LE) # 01311	2	1 Year	$411,560	N/A
26	FH & HF Torrance I, LLC c/o Health Quality Management dba Sunnyside Rehabilitation and Nursing Center and Sunnyside Retirement Center 18757 Burbank Boulevard, Suite 130 Tarzana, CA 91356 LEGAL ENTITY (LE) # 00993	3	1 Year	$833,949	N/A
27	Filipino-American Service Group, Inc. 135 N. Parkview Street Los Angeles, CA 90026 LEGAL ENTITY (LE) # 00302	1	1 Year	$57,402	N/A
28	The Guidance Center 4335 Atlantic Boulevard Long Beach, CA 90807 LEGAL ENTITY (LE) # 00191	4	1 Year	$8,768,662	N/A
29	Hamburger Home dba Aviva Family and Children's Services dba Aviva Center 7120 Franklin Avenue Hollywood, CA 90046 LEGAL ENTITY (LE) # 00174	3	1 Year	$5,694,083	N/A

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

CONTRACT SUPERSESSIONS FOR FYs 2006-2007 AND 2007-2008
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS

Item No.	Contractor Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	Maximum Contract Amount (MCA)	
				FY 2006-2007	FY 2007-2008
30	Heritage Clinic and The Community Assistance Program For Seniors 447 N. El Molino Avenue Pasadena, CA 91101 LEGAL ENTITY (LE) # 00965	5	1 Year	$564,418	N/A
31	Hillview Mental Health Center, Inc. 12450 Van Nuys Boulevard Pacoima, CA 91331 LEGAL ENTITY (LE) # 00194	3	1 Year	$7,320,390	N/A
32	Institute for Applied Behavior Analysis, A Psychological Corporation (also known as IABA) 5777 West Century Boulevard, Suite 675 Los Angeles, CA 90045 LEGAL ENTITY (LE) # 01111	4	2 Years	$100,000	$100,000
33	Institute for the Redesign of Learning 1137 Huntington Drive, Suite B South Pasadena, CA 91030 LEGAL ENTITY (LE) # 00171	5	1 Year	$6,119,498	N/A
34	Landmark Medical Services, Inc. 2030 North Garey Avenue Pomona, CA 91767 LEGAL ENTITY (LE) # 00313	4	1 Year	+	N/A
35	LeRoy Haynes Center for Children and Family Services, Inc. 233 West Baseline Road* La Verne, CA 91750 LEGAL ENTITY (LE) # 00697	5	1 Year	$2,453,800	N/A
36	Los Angeles Unifed School District 333 S. Beaudry Avenue, 18th Floor Los Angeles, CA 90017 LEGAL ENTITY (LE) # 00315	1	1 Year	$2,227,789	N/A
37	Maryvale 7600 E. Graves Avenue Rosemead, CA 91770 LEGAL ENTITY (LE) # 01034	1	1 Year	$2,366,001	N/A
38	McKinley Children's Center, Inc. 762 W. Cypress Street San Dimas, CA 91773 LEGAL ENTITY (LE) # 00971	5	1 Year	$2,814,560	N/A
39	National Mental Health Association of Greater Los Angeles 100 West Broadway, Suite 5010 Long Beach, CA 90802 LEGAL ENTITY (LE) # 00200	4	1 Year	$11,398,329	N/A
40	New Directions, Inc. 11303 Wilshire Boulevard, V.A. Bldg. 116 Los Angeles, CA 90073 LEGAL ENTITY (LE) # 01142	3	2 Years	$174,268	$174,268

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

CONTRACT SUPERSESSIONS FOR FYs 2006-2007 AND 2007-2008
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS

Item No.	Contractor Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	Maximum Contract Amount (MCA)	
				FY 2006-2007	FY 2007-2008
41	One In Long Beach, Inc. 2017 East 4th Street Long Beach, CA 90814 LEGAL ENTITY (LE) # 00859	4	2 Years	$140,034	$140,034
42	Optimist Boys' Home and Ranch, Inc. 6957 North Figueroa Street, P.O. Box 41-1076 Los Angeles, CA 90041 LEGAL ENTITY (LE) # 00781	1	2 Years	$4,741,946	$4,741,946
43	Pacific Asian Counseling Services (formerly WRAP Family Services) 8616 La Tijera Boulevard, Suite #200 Los Angeles, CA 90045 LEGAL ENTITY (LE) # 00579	4	1 Year	$2,169,151	N/A
44	Pasadena Unified School District 325 South Oak Knoll Avenue Pasadena, CA 91101 LEGAL ENTITY (LE) # 01228	5	1 Year	$2,000,000	N/A
45	Pediatric & Family Medical Center dba Eisner Pediatric & Family Medical Center 1500 South Olive Street Los Angeles, CA 90015 LEGAL ENTITY (LE) # 00711	1	1 Year	$600,000	N/A
46	Penny Lane Centers 15317 Rayen Street North Hills, CA 91343 LEGAL ENTITY (LE) # 00201	3	2 Years	$12,375,253	$12,375,253
47	Phoenix Houses of Los Angeles, Inc. 11600 Eldridge Avenue Lake View Terrace, CA 91342 LEGAL ENTITY (LE) # 00805	3	2 Years	$1,665,000	$1,665,000
48	PROTOTYPES, Centers for Innovation in Health, Mental Health and Social Services 5601 W. Slauson Avenue, Suite 200 Culver City, CA 90230 LEGAL ENTITY (LE) # 00838	2	1 Year	$3,198,020	N/A
49	Providence Community Services, LLC (formerly Aspen Community Services) 12750 Center Court Drive, Suite 380 Cerritos, CA 90703 LEGAL ENTITY (LE) # 00801	4	1 Year	$2,531,663	N/A
50	The Rehab Program at PRCC, Inc. 1391 North Garfield Avenue Pasadena, CA 91104 LEGAL ENTITY (LE) # 01129	5	2 Years	$180,000	$180,000

CONTRACT SUPERSESSIONS FOR FYs 2006-2007 AND 2007-2008
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS

Item No.	Contractor Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	Maximum Contract Amount (MCA)	
				FY 2006-2007	FY 2007-2008
51	San Fernando Valley Community Mental Health Center, Inc. 6931 Van Nuys Boulevard, 3rd Floor Van Nuys, CA 91405 LEGAL ENTITY (LE) # 00208	3	1 Year	$21,777,038	N/A
52	San Gabriel Valley Convalescent Hospital 260 East Brown Street, Suite 315 Birmingham, MI 48009 LEGAL ENTITY (LE) # 00308	N/A	1 Year	+	N/A
53	SHIELDS for Families 12714 South Avalon Boulevard, Suite 300 Los Angeles, CA 90061 LEGAL ENTITY (LE) # 00558	2	2 Years	$6,141,296	$6,141,296
54	South Bay Children's Health Center Association, Inc. 410 S. Camino Real Redondo Beach, CA 90277 LEGAL ENTITY (LE) # 00213	4	1 Year	$618,005	N/A
55	South Central Health and Rehabilitation Program (also known as SCHARP) 2610 Industry Way, Suite A Lynwood, CA 90262 LEGAL ENTITY (LE) # 00506	2	1 Year	$5,833,375	N/A
56	Special Service for Groups 605 W. Olympic Boulevard, Suite 600 Los Angeles, CA 90015 LEGAL ENTITY (LE) # 00214	1	3 Years**	$16,942,361	$16,942,361
57	SPIRITT Family Services, Inc. 13135 Barton Road Santa Fe Springs, CA 90605 LEGAL ENTITY (LE) # 01160	1	2 Years	$450,000	$450,000
58	St. Francis Medical Center (formerly St. Francis Medical Center-Children's Counseling Center) 3630 East Imperial Highway Lynwood, CA 90262 LEGAL ENTITY (LE) # 00784	2	2 Years	$2,040,094	$2,040,094
59	St. Joseph Center 204 Hampton Drive Venice, CA 90291 LEGAL ENTITY (LE) # 00218	3	2 Years	$488,205	$488,205
60	Star View Adolescent Center, Inc. 1501 Hughes Way, Suite 150 Long Beach, CA 90810 LEGAL ENTITY (LE) # 00543	4	2 Years	$19,344,951	$19,344,951

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

CONTRACT SUPERSESSIONS FOR FYs 2006-2007 AND 2007-2008
LEGAL ENTITY MENTAL HEALTH SERVICES AGREEMENTS

Item No.	Contractor Legal Entity (LE) No.	Sup. Dist. (HQ)	Agreement Term	Maximum Contract Amount (MCA)	
				FY 2006-2007	FY 2007-2008
61	Step Up on Second St. Inc. 1328 Second Street Santa Monica, CA 90401 LEGAL ENTITY (LE) # 00215	3	2 Years	$2,294,844	$2,294,844
62	Sunbridge Harbor View Rehabilitation Center, Inc. (formerly Harbor View Rehabilitation Center, Inc.) 490 West 14th Street Long Beach, CA 90813 LEGAL ENTITY (LE) # 00206	N/A	2 Years	$3,691,837	$3,691,837
63	Sunbridge Meadowbrook Rehabilitation Center dba Meadowbrook Manor (formerly Meadowbrook Rehabilitation Center) 3951 East Boulevard Los Angeles, CA 90066 LEGAL ENTITY (LE) # 00314	N/A	1 Year	+	N/A
64	Tarzana Treatment Center, Inc. 18646 Oxnard Street Tarzana, CA 91356 LEGAL ENTITY (LE) # 01156	3	2 Years	$825,300	$825,300
65	Telecare Corporation 1080 Marina Village Parkway, Suite 100 Alameda, CA 94501 LEGAL ENTITY (LE) # 00108	N/A	2 Years	$6,384,101	$6,384,101
66	Transitional Living Centers for L.A. County, Inc. 16119 Prairie Avenue Lawndale, CA 90260 LEGAL ENTITY (LE) # 00219	2	1 Year	$1,667,702	N/A
67	The Village Family Services 6736 Laurel Canyon Boulevard, Suite 200 North Hollywood, CA 91606 LEGAL ENTITY (LE) # 01224	3	1 Year	$1,031,529	N/A
68	VIP Community Mental Health Center, Inc. (also known as VIP CMHC) 1721 Griffin Avenue Los Angeles, CA 90031 LEGAL ENTITY (LE) # 01044	1	1 Year	$5,858,822	N/A
69	Watts Labor Community Action Committee (also known as WLCAC) 10950 S. Central Avenue Los Angeles, CA 90059 LEGAL ENTITY (LE) # 00310	2	1 Year	$278,779	N/A
			TOTAL:	$ 239,191,997	$107,581,844

\+ Institutions for Mental Disease (IMD) contracts do not have a Maximum Contract Amount (MCA), as services are purchased on an as needed basis and are limited to DMH's appropriation budgeted for IMD beds.

* Correspondence will be sent to mailing address (P.O. Box).

** Special Service for Groups will expire in FY 2008-2009.

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

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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LEGAL ENTITY:NRTIT20C.IVA.LEtblCont06-07. REVISED 05/30/06

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

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefor certain mental health services contemplated and authorized by the Mental Health Service Act (MHSA) adopted by the California electorate on November 2, 2004, through the County's Request for Statement of Qualifications (RFSQ) process; 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 Work Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Title IV of the Social Security Act, Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; California Penal Code (PC) Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations; State Department of Mental Health's (SDMH) Cost Reporting/Data Collection Manual; 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 Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual; 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 Services.

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

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

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

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

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

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

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

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

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

/

1. TERM:

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

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

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

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

C. Termination:

(1) This Agreement may be terminated by either party at any time without cause by giving at least 30 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, State, and/or County funds are not available for this Agreement or any portion thereof; or

ii. Contractor has failed to initiate delivery of services within 30 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 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 Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph O (Annual Cost Reports), within 75 days of the date of termination. Such preliminary settlement shall not exceed the Maximum Monthly Payment (see Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph M (Maximum Monthly Payment) multiplied by the actual number of months or portion thereof during which this Agreement was in effect during the particular Fiscal Year; and

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

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

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

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

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

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

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

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, including any addenda thereto as approved in writing by Director, then Contractor shall submit a written request to Director for written approval before any such substantial deviation may occur.

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

4. FINANCIAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

C. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____

_____

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

/

D. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____

_____

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

(2) 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 _____

_____

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

E. SDMH Approval of Negotiated Rate(s):

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

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

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

F. Established Maximum Allowable Rates:

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

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

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

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

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

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

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

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

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

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

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

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

administration, utilization review, documentation, and staffing.

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

Contractor shall maintain an audit file documenting all Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal, 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, whichever occurs later.

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

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

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

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

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

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

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

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

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

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

H. Funding Sources:

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

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

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

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

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

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

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

I. 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.

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

(1) Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2) the eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall vigorously 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) If Contractor provides Title XIX Medi-Cal Administrative Activities funded by Title XIX pursuant to WIC Section 14132.44 as described in Paragraph 3 (DESCRIPTION OF SERVICES), or then Contractor shall assure that FFP reimbursement for such Title XIX Medi-Cal Administrative Activities and shall be utilized by Contractor only for the provision of Title XIX Medi-Cal Administrative Activities.

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

(5) 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 service/units specified in this Agreement.

(6) 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 service units specified in this Agreement.

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

K. Payment:

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

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

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

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

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

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

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

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

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

Further, 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.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor understands and agrees that County's assistance in processing and, as an intermediary for the State and Federal governments, initially paying for FFP and EPSDT-SGF in accordance with the above 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 services. Contractor's entitlement to payment for such services, or claimed services, is entirely dependent upon compliance with the law and regulations related to same. In the event of a dispute regarding entitlement for payment, Contractor agrees that County is not liable for payment for such claims and will not pursue any such claims for payment against County.

(10) 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 Contract. 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.

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

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

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

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

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

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

Cash Flow Advance is based upon the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Annual Cost Reports:

(1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor shall provide DMH with two copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. 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. Such reports will be due on September 15th for the fiscal year ending on the previous June 30th or 75 days following the expiration or termination date of this Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day. Each such Annual Cost Report shall be prepared by Contractor in accordance with the requirements set forth in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, 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, and any other written guidelines which shall be provided to Contractor by County by June 30 of the Fiscal Year for which the Annual Cost Report is to be prepared.

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

(3) Failure of Contractor to submit accurate and complete Annual Cost Report(s) by such due date shall result in a Late Penalty of ONE HUNDRED DOLLARS ($100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted, unless a waiver of the penalty is approved by the Director or his designee. This penalty waiver request must be sent to the Director of Mental Health's attention no later than thirty (30) days prior to the County's Cost Report filing due date to allow ample time to process. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence beginning September 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.

In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by October 15th, 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 Subparagraph T (Payments Due to County/Method of Payment).

(4) If Contractor fails to correct inaccuracies in Annual Cost Report within thirty (30) days after receipt of written notification from the Director of Mental Health 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 back to the County the amount of the loss of reimbursement that the County could have claimed if the inaccuracy was corrected by Contractor.

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

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

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

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

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

Q. Post Fiscal Year Audit Settlement:

(1) In the event of a post-contract audit conducted by County, State, and/or Federal personnel, actual and allowable SFC units for NR services and actual and allowable costs for cost reimbursement services shall be determined for each Fiscal Year or portion thereof that this Agreement is in effect. Such audit may include requests to review any fiscal, programmatic, or SFC unit concerns that County, State, and/or Federal auditors may have under this Agreement. 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's utilization review policies and procedures, State's Medicaid Plan, State's Title XIX Medi-Cal Administrative Activities Plan, and the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) shall serve as the basic reference and authority for the audit determination of actual and allowable SFC units for mental health services and actual and allowable costs for Title XIX Medi-Cal Administrative Activities and PATH and SAMHSA services. One of the purposes of the audit determination of actual and allowable SFC units is to identify and adjust for duplicated claims; SFC units not provided; SFC units not documented; and utilization review findings, including, but not limited to, unnecessary care and the lack of appropriate licensed practitioners of the healing arts.

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

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

(3) For NR and CR services, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the amounts paid by County to Contractor for any NR SFC units furnished hereunder are less than the allowable pursuant to this Agreement and/or CR services, then the difference 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 Subparagraph C (Reimbursement For Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

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

Administrative Activities furnished hereunder are less than the amounts reimbursable pursuant to this Agreement, then the difference 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 Subparagraph C (Reimbursement For Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

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

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

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

T. Payments Due to County/Method of Payment: Within ten days after written notification by County to Contractor of any amount due by Contractor to County, Contractor shall notify County as to which of the following six 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) offset against prior year(s) liability(ies), (3) deducted from future claims over a period not to exceed three months, (4) deducted from any amounts due from County to Contractor whether under this Agreement or otherwise, (5) paid by cash payment(s) by Contractor to County over a period not to exceed three months, or (6) 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 six payment options shall be used by County for recovery of such amount from Contractor.

U. 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 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 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 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, deducted from any amounts due by County to Contractor whether under this Agreement or otherwise.

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

W. 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. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Subparagraph C (Reimbursement For Initial Period) and Subparagraph D (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

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

(1) CalWORKs Reimbursement:

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

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

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

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

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

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

(2) CalWORKs Suspension of Payment: 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, or if funds are unavailable from the State or DPSS for payment on CalWORKs claims. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 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 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.

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

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

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

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

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

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

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

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

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

AA. Healthy Families:

(1) Healthy Families Reimbursement

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

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

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

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

CC. Contractor Requested Changes:

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

DD. Delegated Authority: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director or his designee 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 increase 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 Administrative Officer or his 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 desired 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) If the County determines from a review of Contractor's service and billing records that a significant portion of the funds provided for services under this Agreement shall be underutilized over the period of the Agreement term, then the Director or his designee shall provide 15 business days prior written notification to Contractor (as referenced in section 5 above) of County's intent to reallocate such funds into another DMH Legal Entity Agreement before the expiration of this Agreement's term. This written notification must include both an explanation of how County reached the conclusion that Contractor is underutilizing funds, and also copies of any relevant data, such as but not limited to Integrated System reports that County used in making this determination.

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

If, thereafter, it is still determined that a significant portion of the Maximum Contract Amount will be underutilized, the County shall reallocate such funds, as provided above. The Director or his designee shall provide final 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 Office. Any such change in any applicable Maximum Contract Amount shall be effected by an administrative amendment to this Agreement by Director

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

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

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. PRIOR AGREEMENT(S) SUPERSEDED:

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

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
_____	_____	_____

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

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

C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in Subparagraph 6.A, the total reimbursement by County to Contractor under all these Agreements for Fiscal Year _____ shall not exceed _____ _____ DOLLARS ($_____); and for Fiscal Year _____ shall not exceed _____ _____ DOLLARS ($_____); and for Fiscal Year _____ shall not exceed _____ _____ DOLLARS ($_____).

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

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

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

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, including any addenda thereto as approved in writing by Director 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 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. Contractor shall be responsible for the training of all appropriate staff on the 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, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

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. Director 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 a DMH Contract Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. 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 working 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 of DMH for performance standards and/or outcome measures. DMH will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 days prior to implementation.

These Federal, State or County performance standards and/or 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 an every three (3) year 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 penalties as specified in this Agreement.

12. RECORDS AND AUDITS:

A. Records:

(1) Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all 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., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and Federal requirements 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 IS, 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 such services 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.

(b) Case Management Support Services and Outreach Services Records (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and Federal requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven years following the expiration or termination of this Agreement, or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection 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 Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and

procedures which may be provided by County to Contractor. 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 CR/DC Manual and all guidelines, standards, and procedures which may be provided by County to Contractor.

(c) Bronzan-McCorquodale/County statistics and total facility statistics (e.g., patient days, visits) which can be identified by type of service pursuant to the CR/DC Manual and any policies and procedures which may be provided by County 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 Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15), CR/DC Manual, 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 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 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 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 days, and if a corrective plan of action is then required, Contractor shall have 30 days to submit its corrective plan of action.

(3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within 30 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 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: 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 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 days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

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

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

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

C. Integrated System (IS):

(1) Unless previously approved to participate in the Mental Health Management Information Systems (MHMIS) which is the Department's legacy information and billing system, Contractor shall participate in the IS, as required by Director. 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 DMH's Integrated System 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.

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

(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 entered by Contractor into the IS.

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

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

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 MHMIS or IS 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. 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 hereunder 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 intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, 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.

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 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral 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.

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

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

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

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

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 State funds, shall also contain the following provision:

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

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

(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 delivered to the Chief of DMH's Contracts Development and Administration Division 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 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. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

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.

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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 if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder) 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. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal 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.

(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.

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

A. Financial Summary(ies)

B. Service Delivery Site Exhibit

C. Service Exhibit(s)

D. 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 funded by the County of Los Angeles.

44. PURCHASES:

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

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

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

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

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

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

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

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 years, that Contractor may, after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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 IS.

(1) County desires to clarify IS 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/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these 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 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.

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

(LANGUAGE APPLIES ONLY TO PROP A LIVING WAGE CONTRACTS)

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

B. Payment of Living Wage Rates:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Liquidated Damages: It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the 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 the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

all of the following rights/remedies:

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

(b) Liquidated Damages: It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the 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 the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

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

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

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

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

K. Employee Retention Rights:

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

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

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

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

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

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

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

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

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

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

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:

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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.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

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 CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

CK LegalEntityFile:NRTIT20C.IVA.LE**06-07 (revised 05/30/06)**

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

CK LegalEntityFile:NRTIT20C.IVA.LE**06-07 revised 05/30/06)**

DEFINITIONS

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

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

B. "CGF" means County General Funds;

C. "CalWORKs" means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both Federal and State funds;

D. "Cash Flow Advance" means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;

E. "Cost Reimbursement" or "CR" means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;

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

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

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

I. "DCFS" means County Department of Children and Family Services;

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

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

L. "DPSS" means County's Department of Public Social Services;

M. "EOB" means `Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and `Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data;

N. "EPSDT" means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;

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

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

DEFINITIONS CONTINUED

Q. "Fiscal Intermediary" means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;

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

S. "Gross Program Budget" is the sum total of the Net Program Budget and all "Third Party Revenues" shown in the Financial Summary;

T. "GROW" means General Relief Opportunities for Work;

U. "Healthy Families" ("HF") means the federally subsidized health insurance program administered by the State of California for the provision of comprehensive health services (including medical, dental and vision care) to children ages birth through 19th birthday from low income families;

V. "Healthy Families Procedures Manual" ("HF Procedures Manual") means DMH's Healthy Families Procedures Manual for providers. The HF Procedure Manual contains the formal requirements, policies and procedures governing Healthy Families and is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the HF Procedures Manual upon execution of this Agreement;

W. "IMD" means Institutions for Mental Disease. Hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;

X. "IS" means DMH's Integrated System;

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

Z. "Master Agreement List" means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;

AA. MHMIS means DMH's Mental Health Management Information System which is the Legacy clinical information and billing system;

BB. "Maximum Contract Amount" is the sum total of all "Allocations" shown in the Financial Summary; except that the "Maximum Contract Amount" shall not include "Third Party Revenue" shown in the Financial Summary;

CC. "Mental Health Services Act (MHSA)", adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health

services provided by State and County agencies and requires the development of integrated plans for prevention, innovation, and system of care services;

DD. "Member" or Title XXI Healthy Families Program Member ("HFPM") means an enrollee in any Healthy Families Health Plan through Healthy Families;

EE. "MHRC" means Mental Health Rehabilitation Centers certified by the State Department of Mental Health;

FF. "MRMIB" means the State of California Managed Risk Medical Insurance Board, the administrator of Healthy Families for the State of California;

GG. "Negotiated Rate" or "NR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a SFC unit as defined by Director and which is shown on the Financial Summary. An NR is the gross rate of reimbursement which is generally determined by dividing Contractor's gross program cost of delivering a particular SFC by the number of such SFC units to be delivered. All fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same service shall be deducted from the cost of providing the mental health services covered by the Negotiated Rate. A portion of the State-approved NR, which in some cases may be higher than the contracted NR, may be retained by County as County's share of reimbursement from SDMH;

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

II. "Organizational Provider's Manual" is the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;

JJ. "PATH" means Projects for Assistance in Transition from Homelessness Federal grant funds;

KK. "PHF" means a Psychiatric Health Facility. A health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons. This care shall include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;

DEFINITIONS CONTINUED

LL. "Request for Services (RFS)" is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;

MM. "Request for Statement of Qualifications (RFSQ)" means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;

NN. "SAMHSA" means Substance Abuse and Mental Health Services Administration Federal block grant funds;

OO. "SDHS" means State Department of Health Services;

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

QQ. "SDSS" means State Department of Social Services;

RR "SFC" means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;

SS. "SNF-STP" mean Skilled Nursing Facility licensed by the State Department of Health Services, with an added Special Treatment Program certified by the State Department of Mental Health;

TT. "State" means the State of California;

UU. Statement of Qualifications (SOQ)" means a contractor's response to an RFSQ;

VV. "Statement of Work (SOW)" means a written description of services desired by County for a specific Work Order;

WW. "Title IV" means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;

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

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

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

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

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

DMH Legal Entity Agreement
Attachment II Page 1 of 2
The Financial Summary -
Amendment No.

	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 40.87% County Local 9.13%	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)	-					
4	CGF - Flex Funds	-					
5	SAMHSA	-					
6	SAMHSA - Child Mental Health Initiative	-					
7	SAMHSA - Targeted Capacity Expansion	-					
8	PATH	-					
9	CalWORKs - Flex Fund	-					
10	CalWORKs - Mental Health Services (MHS)	-					
11	CalWORKs - Community Outreach Services (COS)	-					
12	CalWORKs - Homeless Families Project - Client Support Services	-					
13	CalWORKs - Homeless Families Project - MHS & Targeted Case Management	-					
14	CalWORKs - Homeless Families Project - COS	-					
15	GROW	-					
16	DCFS AB 1733/2994	-					
17	DCFS Family Preservation	-					
18	DCFS Star View Life Support, PHF	-					
19	DCFS Independent Living	-					
20	DCFS STOP (70%)	-		-			
21	DCFS Provisional Funding Uses (PFU) for Medical Hubs	-					
22	DCFS Medical Hubs - Start Up Costs	-					
23	DCFS Joint Assessment Program	-					
24	Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-					
25	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-					
26	AB 34/AB 2034	-					
27	ADPA AB 34/AB 2034 Housing	-					
28	DHS HIV/AIDS	-					
29	DHS Dual Diagnosis	-					
30	SB 90/IDEA (AB 3632 - SEP)	-					
31	Mental Health Services Act (MHSA) - Full Services Partnership	-					
32	Mental Health Services Act (MHSA)	-					
33	Medi-Cal, Healthy Families, or MAA FFP	-			-	-	-
34	SGF - EPSDT	-				-	
35	***Maximum Contract Amount (A)***	$ -					
					-	-	
36	B. Third Party:						
37	Medicare	-					
38	Patient Fees	-					
39	Insurance	-					
40	Other	-					
		-					
41	***Total Third Party (B)***	-	-		-	-	-
42	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.

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

The Rate Summary
Amendment No.

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
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	Indigent	05	36 - 39			
	Regular	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 Rehabilitative: Half Day		10	91 - 94			
Day Rehabilitative: 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			
F. Medi-Cal Administrative Activities (MAA):						
MAA		55	01 - 35			

DMH LEGAL ENTITY AGREEMENT
ATTACHMENT III

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

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

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

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

H:LegalEntity_LE06-07_site_AttachIII.xls

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 Service	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	
Local Hospital Services	902	

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

SECTION 1
THREE (3) MONTH CASH FLOW ADVANCE SCHEDULE

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

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

SECTION 2
FIVE (5) MONTH CASH FLOW ADVANCE SCHEDULE

Month of Service		Disbursement	Recovery of the CFA Payment
Month 1	July	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 2	August	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 3	September	Cash Flow Advance (CFA)of 1/12th of the Maximum Contract Amount (MCA).	
Month 4	October	Contractor's State and County approved July claims plus a CFA in the amount of 1/12th of the MCA for EPSDT-SGF multiplied by 2minus any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 5	November	Contractor's State and County approved August claims plus a CFA in the amount of 1/12th of the MCA for EPSDT-SGF multiplied by 2 any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 6	December	Contractor's State and County approved September claims minus the amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
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Month 8 February	Contractor's State and County approved November claims minus the amount the September CFA exceeded the contractor's County and State approved September claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the September CFA exceeded the contractor's County and State approved September claims (September CFA minus September actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
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Month 11 May	Contractor's State and County approved February claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 12 June	Contractor's State and County approved March claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 13 July	Contractor's State (FFP & EPSDT-SGF) and County approved April claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 14 August	Contractor's State (FFP & EPSDT-SGF) and County approved May claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
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SECTION 1
THREE (3) MONTH CASH FLOW ADVANCE SCHEDULE

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SECTION 2
FIVE (5) MONTH CASH FLOW ADVANCE SCHEDULE

Month of Service		Disbursement	Recovery of the CFA Payment
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ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official (Official Name) _____

Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

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

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.

Sin culpa.

Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

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

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
Contracts Development and Administration Division

ATTACHMENT III

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Alcott Center for Mental Health Services	NP								
2	AMADA Enterprises, Inc.	P	100							
3	Asian American Drug Abuse Program, Inc.	NP								
4	Asian Rehabilitation Services, Inc.	NP								
5	Barbour and Floyd Medical Associates	P	50	50						
6	Behavioral Health Services, Inc.	NP								
7	California Hispanic Commission, Inc.	NP								
8	Catholic Healthcare West	NP								
9	Cedars-Sinai Medical Center	NP								
10	Center for Healthy Aging	NP								
11	Child and Family Guidance Center	NP								
12	ChildNet Youth and Family Services, Inc.	NP								
13	The Children's Center of the Antelope Valley	NP								
14	The Children's Circle	NP								
15	City of Gardena	G								
16	Community Care Center, Inc.	P							100	
17	Community Family Guidance Center	NP								
18	Counseling and Research Associates, Inc.	NP								
19	Counseling4Kids	NP								
20	David & Margaret Home, Inc.	NP								
21	Dubnoff Center for Child Development and Educational Therapy	NP								
22	D'Veal Corporation	NP								
23	Eastfield Ming Quong, Inc.	NP								
24	El Centro del Pueblo, Inc.	NP								
25	Emotional Health Association	NP								

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
26	FH & HF Torrance I, LLC c/o Health Quality Management Group	NP								
27	Filipino-American Service Group, Inc.	NP								
28	The Guidance Center	NP								
29	Hamburger Home	NP								
30	Heritage Clinic and The Community Assistance Program For Seniors	NP								
31	Hillview Mental Health Center, Inc.	NP								
32	Institute for Applied Behavior Analysis, A Psychological Corporation	NP								
33	Institute for the Redesign of Learning	NP								
34	Landmark Medical Services, Inc.	P							50	50
35	LeRoy Haynes Center for Children and Family Services, Inc.	NP								
36	Los Angeles Unified School District	N/A								
37	Maryvale	NP								
38	McKinley Children's Center, Inc.	NP								
39	National Mental Health Association of Greater Los Angeles	NP								
40	New Directions, Inc.	NP								
41	One In Long Beach, Inc.	NP								
42	Optimist Boys' Home and Ranch, Inc.	NP								
43	Pacific Asian Counseling Services	NP								
44	Pasadena Unified School District	N/A								
45	Pediatric & Family Medical Center	NP								
46	Penny Lane Centers	NP								
47	Phoenix Houses of Los Angeles, Inc.	NP								
48	PROTOTYPES, Centers for Innovation in Health, Mental Health and Social Services	NP								
49	Providence Community Services, LLC	P								100
50	The Rehab Program at PRCC, Inc.	P				100				
51	San Fernando Valley Community Mental Health Center, Inc.	NP								

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
52	San Gabriel Valley Convalescent Hospital	P							54.5	45.50
53	SHIELDS for Families	NP								
54	South Bay Children's Health Center Association, Inc.	NP								
55	South Central Health and Rehabilitation Program	NP								
56	Special Service for Groups	NP								
57	SPIRITT Family Services, Inc.	NP								
58	St. Francis Medical Center	NP								
59	St. Joseph Center	NP								
60	Star View Adolescent Center, Inc.	P							33.33	66.66
61	Step Up on Second St. Inc.	NP								
62	Sunbridge Harbor View Rehabilitation Center, Inc.	P							100	
63	Sunbridge Meadowbrook Rehabilitation Center	P							100	
64	Tarzana Treatment Center, Inc.	NP								
65	Telecare Corporation	P	4	7	3	3	2	5	3	73
66	Transitional Living Centers for L.A. County, Inc.	NP								
67	The Village Family Services	NP								
68	VIP Community Mental Health Center, Inc.	NP								
69	Watts Labor Community Action Committee	NP								

Firm Status: NP = Non-Profit
P = Profit
G = Governmental
N/A = Not Applicable, as school districts are not owned.

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