

EXHIBIT A
FINANCIAL EXHIBIT
(FINANCIAL PROVISIONS)

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ATTACHMENTS

ATTACHMENT A-1: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
CONTRACTOR CLAIMS CERTIFICATION FOR TITLE XIX SHORT-
DOYLE MEDI-CAL AND TITLE XXI MEDICAID CHILDREN'S
HEALTH INSURANCE PROGRAM REIMBURSEMENTS

EXHIBIT A
FINANCIAL EXHIBIT
(FINANCIAL PROVISIONS)

A. GENERAL

- (1) The County will pay Contractor in arrears for eligible services provided under the Department of Mental Health (DMH) 24-Hour Residential Treatment Contract (Contract) and in accordance with the terms of this Financial Exhibit A (FINANCIAL PROVISIONS) up to the amounts identified for each Funded Program as shown in Exhibit B, the Financial Summary, and as otherwise may be limited under the DMH 24-Hour Residential Treatment Contract and the exhibits thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS) and Exhibit B, the Financial Summary.
 - (a) For purposes of the Contract, a “Funded Program” is a set of services and/or activities (including invoiced services and activities) paid through a particular funding source for the benefit of a specific member group or program (e.g., Medi-Cal or Non-Medi-Cal) as identified on a row of the Financial Summary.
 - (b) For purposes of the Contract, the “Funded Program Amount” is the amount identified in the last column of Exhibit B, the Financial Summary, for each Funded Program.
 - (c) For purposes of the Contract, “Non-Medi-Cal” includes funding for services not eligible for reimbursement under the State Medi-Cal programs.
 - (d) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in Exhibit B, the Financial Summary is/are provided based on Contractor’s ability to provide specific services and/or serve specific populations, which may include but are not limited to, Medi-Cal member eligible under Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children’s Health Insurance Program (MCHIP); Title XIX Short-Doyle/Medi-Cal (SD/MC) Program for low-income individuals who are age 65 or older, blind, disabled, or members of families with dependent children or qualified pregnant women or children; Senate Bill (SB) 75; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as set forth in the Service Delivery Plan. Therefore, Contractor must ensure access and provision of a full array of Specialty Mental Health Services (SMHS) to all eligible members based on client needs, as set forth in the applicable Service

Delivery Plan, Statement(s) of Work, and/or Service Exhibit(s) under the Contract.

- (2) The Contractor must comply with all requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.
- (3) In order to reduce County costs, the Contractor must comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which must be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor will ensure that, to the extent a recipient of services under the Contract is eligible for coverage under Medi-Cal or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible member are billed appropriately.
 - (a) To the extent that the County determines Contractor has improperly billed for services to a particular Funded Program, County, in its discretion, may disallow payment of said services and/or may make corrective accounting entries to post the payment of the said services to the appropriate Funded Program and/or require Contractor to void said claimed services and/or replace/resubmit said services for payment from the correct Funded Program, if applicable.

B. REIMBURSEMENT FOR INITIAL PERIOD

- (1) The Maximum Contract Amount (MCA) for the Initial Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract must not exceed _____
_____ DOLLARS (\$_____) and must consist of Funded Programs as shown in Exhibit B, Financial Summary.

C. REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED

- (1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract must not exceed _____
_____ DOLLARS (\$_____) and must consist of Funded Programs as shown in Exhibit B, Financial Summary.

- (2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract must not exceed _____

DOLLARS (\$_____) and must consist of Funded Programs as shown in Exhibit B, Financial Summary.
- (3) Reimbursement For Third Automatic Renewal Period: The MCA for the Third Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract must not exceed _____

DOLLARS (\$_____) and must consist of Funded Programs as shown in Exhibit B, Financial Summary.
- (4) Reimbursement For Fourth Automatic Renewal Period: The MCA for the Fourth Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract must not exceed _____
n/a

DOLLARS (\$_____ n/a) and must consist of Funded Programs as shown in Exhibit B, Financial Summary.
- (5) Reimbursement For Fifth Automatic Renewal Period: The MCA for the Fifth Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract must not exceed _____
n/a

DOLLARS (\$_____ n/a) and must consist of Funded Programs as shown in Exhibit B, Financial Summary.

D. REIMBURSEMENT BASIS

- (1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system or through an invoice process, and except as further limited elsewhere in the Contract, Contractor will utilize fixed rates, specified in the rate schedule published annually, except as may be provided under Subparagraph (D) (2) of this Exhibit A (FINANCIAL PROVISIONS) and Paragraph L (PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, AND THIRD PARTY REVENUES). In addition, specialized rates may be provided via DMH communication, as applicable.
- (2) Reimbursement of Other Costs and Direct Charges: Certain Funded Programs may provide for and allow Contractor to submit requests for

reimbursement to the County for specific expenses that cannot be claimed through the County's claims processing information system. These expenses will be referred to as a "Direct Charge." Such reimbursement will be based on actual costs plus an indirect cost rate, if applicable, expressed as a percentage of actual costs, which will be reviewed and approved in advance by the County. To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan is required to be submitted to DMH for review and approval.

- (a) Startup Costs: During the initial year that the contract is in effect, the MCA, as identified in Paragraph B (REIMBURSEMENT FOR INITIAL PERIOD), may include startup costs for a period not to exceed [## of months]. Startup costs are those necessary to plan, prepare for, and assume operation of the eligible [Program Name], specified in the Contract. The startup costs must be reasonable and allowable, and will only be provided to Contractor on a one-time basis, subject to Director's review and approval. Once Contractor begins providing eligible direct services, startup cost is no longer available and reimbursement is based on claims for eligible mental health services.
- (3) Unique Funded Program: To the extent that the Contract includes a Funded Program which has billing and payment requirements that are not consistent with the provisions of this Paragraph D (REIMBURSEMENT BASIS), the special billing and payment requirements must be set forth in an amendment or other written form of addenda to this Financial Exhibit A (FINANCIAL PROVISIONS), Statement(s) of Work, and/or Service Exhibit(S) memorializing the specific billing and payment requirement which will be signed by Contractor and Director.

E. BILLING PROCEDURES

- (1) If Title XIX SD/MC services, and/or Title XXI MCHIP services are provided under the Contract, Contractor hereby agrees and understands that County DMH is the Mental Health Plan and as such must act on the Contractor's behalf with DHCS in regard to State claiming and reimbursement purposes.
- (2) Claims Certification and Program Integrity:
 - (a) Contractor hereby certifies that all units of service entered by Contractor into the County's claims processing information system and/or claims for actual costs submitted as Direct Charges to County for any Funded Program covered by the Contract are true and accurate to the best of Contractor's knowledge.
 - (b) Contractor must annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX SD/MC and Title XXI Medicaid Children's Health Insurance Program Reimbursements"

(Exhibit A–1 to this Exhibit A) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX SD/MC and/or Title XXI MCHIP claims.

- (3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX SD/MC and Title XXI MCHIP, must be entered into the County's claims processing information system within 30 calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph E (BILLING PROCEDURES).
- (a) Contractor must submit claims within 30 calendar days as specified above unless there is a reasonable justification, in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX SD/MC or under Title XXI MCHIP, within six months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; (ii) replacement claims for services under Title XIX SD/MC or under Title XXI MCHIP within nine months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (iii) any Non-Medi-Cal claims within eight months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.
- (b) Notwithstanding Subparagraph (3) (a) of this Paragraph E (BILLING PROCEDURES), for Title XIX SD/MC and Title XXI MCHIP claims, good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.
- (c) In the event the State or federal government or any funding source agency denies any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor will not seek or retain payment from County and must indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims, including those denied claims that were submitted outside the period of time specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES), except any claims which are denied due to the fault of the County. Any controversy or dispute arising from the denial of claims from the State, federal government, or other agencies must be handled by Contractor in accordance with the applicable State, federal, or other agency's administrative appeal process.

- (d) Contractor must, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES). In the event Contractor is not able to make timely submission into the County's claims processing information system due to no fault on the part of Contractor, such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification will be pursuant to the DMH 24-Hour Residential Treatment Contract, Subparagraph 8.34 (NOTICES), and such notification will also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.
 - i. Contractor must be responsible for ensuring all response files (e.g., Health Care Claim Status Response/277 Claim Acknowledgment File, TA1, 999, and 835 files) are received, reviewed, and dispositioned within the time frame(s) established by DMH CIOB.
- (e) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the submission by Contractor of claiming information into the County's claims processing information system, and County, if appropriate, will waive the requirement of Subparagraph (3) of this Paragraph E (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor will enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

To the extent that issues identified pursuant to Subparagraph (3) (d) of this Paragraph E (BILLING PROCEDURES) require that Contractor modify its procedures for entering claims into the County's claims processing information system, Contractor will consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the 30 calendar days required by Subparagraph (3) (d) of this Paragraph E (BILLING PROCEDURES) will be extended by the amount of time required to implement such modifications.
- (f) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County will notify Contractor in writing of any such modification and the reason, if known, for the modification and the

planned implementation date of the modification. To the extent that such modifications create a delay in Contractor submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph E (BILLING PROCEDURES) will be extended by the number of calendar days reasonably based on the time the system is inactive.

- (4) For mental health services claimed and billed through an invoice process, Contractor must, no later than the 15th of each month following the service month, submit an invoice to the County for patient days approved in writing by the County. Said invoice will be in a form as specified by the County, and will include an itemized accounting of all charges for each patient day. Invoices must be submitted to the persons and at the address identified in Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Contractor acknowledges County is transitioning to an electronic claiming system and may need to submit claims electronically for timely payment.
- (5) Direct Charges: Contractor must submit invoices for Direct Charges by the dates as indicated in the table below, unless otherwise required to comply with grant and/or funding source requirement, in which case, DMH will provide written notification to Contractor. If the 'Last Day to Submit' as indicated in the table below falls on a weekend or holiday invoice(s) must be submitted by the following business day. Contractor must assign a unique invoice number to each invoice. Such invoice will be in the form and include the content specified by County for each Funded Program. Invoices must be submitted pursuant to Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Failure to comply with the terms specified in Subparagraph (5) of this Paragraph E (BILLING PROCEDURES) may result in non-payment of said invoice.

Month Expenses Incurred or Accrued:	Last Date to Submit:
July	September 15 th
August	October 15 th
September	November 15 th
October	December 15 th
November	January 15 th
December	February 15 th
January	March 15 th
February	April 15 th
March	May 15 th
April	June 15 th
May	July 15 th
June	August 15 th

F. COUNTY PAYMENT FOR SERVICES RENDERED

- (1) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County will pay Contractor in accordance with the following:
 - (a) County will make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in the Contract, but within 60 calendar days after submission and approval. County will make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.
 - (b) Payments for services or Direct Charges billed through invoices will be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in the Contract.

G. BILLING AND PAYMENT LIMITATIONS

- (1) County payments to Contractor for performance of eligible services hereunder are subject to limitations of the Contract, application of various County, State and/or federal reimbursement limitations, application of any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits.
- (2) The total maximum reimbursement that will be paid by County to Contractor under the Contract, including Cash Flow Advances (CFA), if applicable, for the Initial Period, First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period will be, in no event more than, the MCA specified in Contract, for the Initial Period, First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period, respectively.
 - (a) In addition to the general limitation of Paragraph B (1), above, in no event must the maximum reimbursement that will be paid by County to Contractor under the Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as stated on Exhibit B, the Financial Summary, for the Initial Period, First Automatic Renewal Period and any subsequent Automatic or Optional Renewal Period, as applicable.
 - (b) Contractor will immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for

services/activities under the Contract in an amount equal to 60 percent of the total MCA or 60 percent of the Funded Program Amount(s) during the Initial Period, First Automatic Renewal Period and any subsequent Automatic or Optional Renewal Period of the Contract.

(i) Contractor will send such notice to those persons and addresses which are set forth in the DMH 24-Hour Residential Treatment Contract, Subparagraph 8.34 (NOTICES).

(ii) Failure of Contractor to comply with this Subparagraph (G) (2) (b) will be considered a breach of the Contract.

(3) Except as otherwise provided in the Contract, the total MCA and/or the Funded Program Amount(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (REIMBURSEMENT FOR INITIAL PERIOD) and C (REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED) will not be increased or decreased without a properly executed amendment to the Contract. The Parties acknowledge that the actual number of individuals seeking care from Contractor who are eligible under a particular Funded Program may differ from the estimated number upon which the Funded Program Amounts were based, and that it may be appropriate to increase Contractor's responsibility to provide services to certain eligible individuals while decreasing its responsibilities to provide services to other eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Funded Program Amounts, may be accomplished through a formal amendment or administrative amendment for shifting of funds, completed in advance of the provision of services and as outlined in the DMH Policy, *Shifting Guidelines for the Legal Entity Agreement*. In case of an administrative amendment, such administrative amendment may be executed by Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendment effective.

(a) County and Contractor may by written amendment reduce programs or services and revise the applicable MCA and/or Funded Program Amount. The Director must provide 15 business days' prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County. Any such change in any applicable MCA and/or Funded Program Amount will be effected by a written amendment or administrative amendment to the Contract, prepared by Director or designee, and executed by both parties.

(4) Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Paragraph G (BILLING AND PAYMENT

LIMITATIONS), reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. Contractor must be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- (a) Reimbursement of certain Direct Charges, such as but not limited to capital improvement, are contingent upon the completion of appropriate deliverable(s). If the County reasonably determines from a review of Contractor's service, billing, and other applicable records that the Contractor failed to provide required deliverable(s) associated with such Direct Charge(s), County will have the right to adjust and/or recover payment(s) associated with such Direct Charge(s). The recovery from Contractor must be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) in accordance with the terms of Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY) and Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).
- (5) Adjustment of Claims Based on Other Data and Information: The County will have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and 835 data, all of which will supersede and take precedence over the claimed amount submitted by Contractor.
- (6) Adjustment of Claims for Contract Compliance: Director, in her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor will not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of the Contract. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than that amount that would be calculated using Contractor's rates, denying claims for payment; holding claims for Medi-Cal services from being forwarded for adjudication by the State; withholding payment of certain claims; and/or demanding repayment from Contractor.
 - (a) Concurrent with any such action, Director must provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action(s). Thereafter, Contractor may, within 10 calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and will receive if requested, County's computations for making a determination that such action was necessary, including any amount(s) held, denied or reduced.

- (b) Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.
- (c) Within 15 calendar days of said meeting, County will, in writing, notify Contractor, of its final decision which may include County's request to Contractor to void said claims in the County's claim processing information system. The decision of the Director will be final.

Should the County grant reconsideration, such reconsideration will only be applicable to claims paid and processed to the appropriate funding sources after the date that said reconsideration is granted.

- (7) No Payment for Services Rendered Following Expiration/Termination of Contract: Contractor must 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 the Contract or any part thereof. Should Contractor receive any such payment, it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of the Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of the Contract.
- (8) Contractor agrees to hold harmless both the State and member in the event County cannot or will not pay for services performed by Contractor pursuant to the Contract.

H. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- (1) The Contract is subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of the Contract, including, but not limited to, those contained in State's Budget Act.
- (2) The Contract is also subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of the Contract.
- (3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under the Contract corresponding with that fiscal year and any subsequent fiscal year during the

term of the Contract (including any extensions), and the services to be provided by the Contractor under the Contract will also be reduced accordingly. The County's notice to the Contractor regarding said reduction in payment obligation must be provided within 30 calendar days of the Board's approval of such action. Except as set forth above in Subparagraph (3) of this Paragraph I (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor must continue to provide all of the services set forth in the Contract.

- (4) Notwithstanding any other provision of the Contract, County will not be obligated for Contractor's performance hereunder or by any provision of the Contract during this or any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for the Contract in County's Budget for each such fiscal year. In the event funds are not appropriated for the Contract, then the Contract will terminate as of June 30th of the last fiscal year for which funds were appropriated. County will notify Contractor of any such non-appropriation of funds at the earliest possible date.
- (5) Notwithstanding any other provision of the Contract, for the purposes of any special grants such as Substance Abuse and Mental Health Services Administration (SAMHSA) and discretionary funds received from the Board of Supervisors, any unspent amounts of such grants and/or discretionary funds, if so authorized by the grantor or the Board of Supervisors, may be rolled over from one fiscal year to the next by decreasing the Funded Program Amount and MCA for the fiscal year in which the funds were unspent and increasing the Funded Program Amount and MCA by the same amount in the following fiscal year. Such roll over of funds will not, in any event, allow Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds must be effected by a duly executed amendment to the Contract.

I. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

- (1) Funds under the Contract are provided for the delivery of mental health services to eligible members under each of the Funded Programs identified in Exhibit B, Financial Summary. Each Funded Program has been established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Funded Program.

- (2) Contractor may not redirect funds from one Funded Program to another Funded Program, except through a duly executed amendment to the Contract as outlined in DMH Policy, *Shifting Guidelines for the Legal Entity Contract*.
- (3) Contractor may not charge services delivered to an eligible member under one Funded Program to another Funded Program unless the recipient is also an eligible member under the second Funded Program. When a recipient of services is an eligible member under more than one Funded Program, Contractor must charge the services to the Funded Program under which the County will receive maximum reimbursement from non-County sources, provided that Contractor has available funds under the appropriate Funded Program.
- (4) Contractor also must not charge services delivered to an eligible member for Medi-Cal to the Non-Medi-Cal Funded Program Amount except in such cases when a client's eligibility for benefits is being established or determined, or when the client is eligible for Medi-Cal minor consent, or when DMH has given advance approval to use the Non-Medi-Cal Funded Program Amount. Upon confirming that said client is approved for Medi-Cal benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal Funded Program Amount was to a client approved for Medi-Cal, Contractor must void the original claims for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and resubmit such claims for Medi-Cal under the correct Funded Program, to the extent the claim submission complies with the timeline specified in Subparagraph E (3).
- (6) Contractor will deliver services to clients to the extent that funding is provided by the County. Where Contractor determines that services to clients can no longer be delivered, Contractor must provide 30 calendar days prior written notice to County. Contractor will thereafter refer clients to County or to another appropriate Contractor.
 - (a) Contractor will not be required to provide the notice required under Subparagraph (5) of this Paragraph I (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS) if the County reduces funding to the Contractor under Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning of, or during, a fiscal year. In addition, if County reduces or eliminates funding for a specific Funded Program, or portion thereof, Contractor will not be responsible for continuing services for those clients served by the Funded Program, or portion thereof.

J. CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN

- (1) Contractor must deliver and monitor services so that Contractor can provide continued and uninterrupted provision of quality eligible services to eligible members as specified in the Contract, to the extent funding is provided by County. If the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (2) of this Paragraph J (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN), County may notify Contractor to discuss and determine whether a corrective action plan (CAP) will be required.
 - (a) If a CAP is issued and Contractor fails to comply with such CAP, County may implement remedies specified in Subparagraph (2) of Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE).
- (2) Without limiting Contractor's obligations under the Contract, Contractor must meet performance and/or outcome expectations that are specified in the Contract, Statement(s) of Work, Service Exhibit(s), approved Service Delivery Plan (SDP), and/or Department guidelines, directives, and practice parameters.
 - (a) County will contact Contractor to discuss and determine remedies for late submission of an SDP.

K. LIMITATION ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM

- (1) If, under the Contract, Contractor has Funded Programs that include Title XIX SD/MC services, and/or Title XXI MCHIP services, Contractor must certify annually, no later than July 10th of each year, in writing, that all necessary documentation will exist at the time any claims for Title XIX SD/MC services and/or Title XXI MCHIP are submitted by Contractor to County.

Contractor will be solely liable and responsible for all service data and information submitted by Contractor.
- (2) Contractor acknowledges and agrees that the County, in undertaking the processing of claims and payment for services rendered under the Contract for these Funded Programs, does so as the Local Mental Health Plan for the State and federal governments.

- (3) Contractor must submit to County all Title XIX SD/MC and/or Title XXI MCHIP claims or other State required claims data within the timeframe(s) prescribed by the Contract to allow the County to meet the timeframes prescribed by the State and federal governments. County will have no liability for Contractor's failure to comply with the timeframes established under the Contract and State and federal timeframes, except to the extent that such failure was due to the fault of the County.
- (4) County, as the Mental Health Plan, must submit to the State in a timely manner, claims for Title XIX SD/MC services and/or MAA, and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system, which are compliant with State and federal requirements. County must make available to Contractor any subsequent State approvals or denials of such claims within 30 days of receipt thereof.
- (5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX SD/MC services and/or Title XXI MCHIP services is contingent upon reimbursement from the State and federal governments and that County will re-coup any payments for said services that are not ultimately reimbursable.
- (6) Contractor's ability to retain payment for such services and/or activities is entirely dependent upon Contractor's compliance with all laws and regulations related to same.
- (7) Notwithstanding any other provision of the Contract, Contractor will hold County harmless from and against any loss to Contractor resulting from the denial or disallowance of claims for or any audit disallowances related to said services by the County, State or federal governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the County.
- (8) Contractor must repay to County the amount paid by County to Contractor for Title XIX SD/MC and/or Title XXI MCHIP services/activities which are subsequently denied or disallowed by the County, State, and/or federal governments. In no event will County be liable or responsible to Contractor for any State approved Title XIX SD/MC and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.
- (9) The total County payment for Title XIX SD/MC services and/or Title XXI MCHIP services under federal requirements consists of federal financial participation, County, State and/or other grant funds. Contractor

acknowledges that if such services are subsequently denied, voided, and/or disallowed, County will make a full recovery of such payments, as applicable.

- (10) Notwithstanding any other provision of the Contract, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment must be in accordance with Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY), except for denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.
- (11) Contractor must comply with all written instructions provided to Contractor by Director, State or other applicable payer source regarding claiming and documentation.
- (12) Nothing in this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) will be construed to limit Contractor's rights to appeal State and federal audit findings in accordance with the applicable State and federal regulations.

L. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, AND THIRD PARTY REVENUES

- (1) Contractor must comply with all County, State, and federal requirements and procedures relating to:
 - (a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
 - (b) The eligibility of patients/clients for SD/MC, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor will pursue and report collection of all patient/client and other revenue.
 - (c) Contractor must not charge the client's financial responsibility for a service to the Non-Medi-Cal Funded Program Amount.
- (2) All fees paid by patients/clients receiving services under the Contract and all fees paid on behalf of patients/clients receiving services hereunder must be

utilized by Contractor only for the delivery of mental health services/activities specified in the Contract.

- (a) To the extent patient/client fees and third party revenues, are collected and are not adjusted in the applicable claim(s), Contractor will report and repay such patient/client fees and third party revenues by September 30th following the end of fiscal year, in accordance with Paragraph P (PAYMENT BY CONTRACTOR TO COUNTY).

M. CASH FLOW ADVANCE (CFA) IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED

- (1) The CFA, if approved by County, is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under the Contract during the applicable period.
- (2) For each month of each period of the Contract, County will reimburse Contractor based upon Contractor's submitted claims for rendered services/activities subject to claim edits, and future audit processes. However, for each month of the first two months, of the Initial Period, the First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period, Contractor may request in writing from County a monthly County General Fund CFA as herein described.
- (3) CFA disbursement(s), if any, will be part of the total maximum reimbursement, which is limited to the MCA as specified in Paragraph G (BILLING AND PAYMENT LIMITATIONS).
- (4) A CFA is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified in the DMH 24-Hour Residential Treatment Contract Subparagraph 3.3 (DESCRIPTION OF SERVICES/ACTIVITIES), and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- (5) Notwithstanding any other provision to the contrary, funding for Wraparound Case Rate (i.e., Specialized Foster Care Wraparound Invoice Funded Program), Full Service Partnership Incentives, and Startup Costs must not be included when computing monthly CFA amount(s).
- (6) Cash Flow Advance Request Letter: For each month for which Contractor is eligible to request and receive a CFA, Contractor must submit to the County a letter requesting a CFA and the amount of CFA Contractor is requesting.

- (a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by the Director on or before the 15th day of that month (e.g., for the month of July , the request must be received by July 15).
 - i. If the letter requesting CFA is received by the County from the Contractor after the 15th day of the month, Contractor will not be eligible to receive a CFA for that month.
- (b) The signed letter requesting a CFA must be sent via email (PDF file) to the Department of Mental Health Financial Services Bureau – FSB Administration at: FSB@dmh.lacounty.gov.
 - i. FSB staff will determine whether Contractor is eligible to have its request considered based on the date the request letter is received by DMH and not the date on the request letter.
- (c) Upon receipt of a request, Director, in her sole discretion, will determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
 - i. If a CFA is not approved, Director will notify Contractor within 10 business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the decision.
- (7) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The CFA amount available to Contractor for any particular month will be reduced by County payments for claims received from Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim.
- (8) Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request:
 - (a) For each of the first two months of each period that the Contract is in effect, Contractor may request in writing from County a monthly County General Fund CFA for any funds which may be part of the MCA for such period as identified in the Financial Summary. Contractor must specify in its request the amount of the monthly CFA it is requesting, not to exceed \$_____ for the first month and \$_____ for the second month, if applicable. In no event will the monthly CFA requested by Contractor exceed 1/12th of the annualized MCA as identified on Exhibit B, Financial Summary, as of the specified month the CFA is requested.

- (b) In case the Contract is amended to increase or reduce the MCA during the first two months during which the Contractor may request and receive CFA, the CFA amount will be recalculated for the remaining month(s) based on the executed date of the amendment. For the month in which the amendment is executed, the revised CFA amount will be based on the executed date of the amendment, and if such executed date falls between the 1st and the 15th of the month, the revised CFA amount will be adjusted based on the total amount of the change in the MCA. If the executed date falls between the 16th and the end of the month, the revised CFA amount will be calculated based on one half (1/2) of the total change in the MCA.
- (c) The Contractor may request in writing from County, consistent with above Subparagraph (8) (a) of this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph E (BILLING PROCEDURES) or due to procedural matters associated with transitioning Contractor to County's new claims processing information system, County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in her sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County, in its sole discretion, will review Contractor's request, including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and must respond accordingly within 15 business days from the receipt of such request.
 - i. Additional monthly CFA is subject to approval by the Director, County Auditor-Controller, County Counsel and County Chief Executive Office.
- (9) Recovery of Cash Flow Advances: If Contractor has received any CFA pursuant to this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), then recovery from Contractor's monthly claims will be made through cash payment made by Contractor to County and/or through County offsets to County payment(s) of Contractor's approved claim(s) as follows:
 - (a) Generally, when Contractor renders services at a level that would indicate it will utilize all or a substantial portion of its MCA, County initiates recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year or at such time as

payments to Contractor, including the CFA, reach the MCA. Such recovery is initiated through the Contractor's rendering and submitting of appropriate services and activities into the County's claims processing information system and/or the submission of invoices for direct charges.

- (b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would utilize all of its MCA, County may initiate recovery of the CFA as specified above in Subparagraph (9) (a) of this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED) prior to November 30th of the following fiscal year. If County intends to initiate recovery of the CFA prior to that November 30th, County will give Contractor 30 calendar days' prior written notice, including the reason(s) for the intended actions, to ensure Contractor renders and submits sufficient services/activities to have repaid all, or a substantial portion of the CFA, by November 30th. Contractor may, within 15 calendar days of the receipt of County's written notice, request reconsideration of the County's decision.
 - (c) Notwithstanding any other provisions of the Contract, if CFA balance remains by November 30th of the following fiscal year, County will initiate recovery of the outstanding CFA balance within 30 calendar days. Repayment by Contractor will be due in accordance with Paragraph P (PAYMENT BY CONTRACTOR TO COUNTY).
- (10) When Contractor's CFA balance is zero in any fiscal year of the term of the Contract, any County and/or State and/or federal government(s) approved Contractor reimbursement claims for eligible services/activities will be disbursed in accordance with the terms and conditions of the Contract.
 - (11) Should Contractor request and receive a CFA, Contractor will exercise cash management of such CFA in a prudent manner.

N. OTHER REQUIREMENTS FOR CONTRACTORS

- (1) Contractor must maintain records documenting all Title XIX SD/MC services and/or Title XXI MCHIP services for a period of 10 years from the end of the fiscal year in which such services were provided or until three years after final resolution of any audits or appeals, whichever occurs later.
- (2) County may require and Contractor must submit financial data/report related to this Contract in the format and timeline specified by County, for the purposes of evaluating MCA, Funded Program Amount, shifting of funds, and/or program review and audit. County may collect from Contractor financial data/report related to this Contract in the format and timeline

specified by County for the purpose of evaluating contract rate(s), if mutually agreed to by the County and Contractor.

- (3) To comply with the Federal Medicaid Managed Care Final Rule and Federal Mental Health and Substance Use Disorder Services Parity Final Rule requirements related to the recovery and reporting of overpayment(s) due to fraud, waste, or abuse (CMS-2390-P), Contractor must void any claims associated with such overpayment(s) within 30 calendar days of discovery of such overpayment(s).
 - (a) To comply with the reporting requirement in Title 42 of Code of Federal Regulations, Part 438 and Centers for Medicare and Medicaid Services' (CMS) Final Rule, CMS-2390-P, Contractor must submit a report quarterly detailing the reasons for all voids requested as specified in DMH Policy 813.05 and in DMH Central Business Office (CBO) Bulletins NGA 20-009R, NGA 20-013, NGA 20-017, and any subsequent CBO Bulletin(s) related to Reporting of Overpayments (published in <https://dmh.lacounty.gov/for-providers/cbo-bulletins/>). Submission deadlines will be published in CBO Bulletins. Contractor bears the responsibility of all penalties or consequences resulting from submitting reports after the published due date unless otherwise notified.

O. AUDIT AND AUDIT APPEAL

- (1) At any time during the term of the Contract or after the expiration or termination of the Contract, in accordance with State and federal law including but not limited to Welfare and Institutions Code (WIC) Section 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under the Contract.
- (2) Settlement of audit findings and appeals will be conducted according to the auditing party's procedures in place at the time of the audit.
 - (a) County must follow all applicable federal, State, and County laws, regulations, manuals, guidelines and directives in recovering any overpayments from Contractor.
 - (b) If the audit findings result in an amount due to Contractor by the County, County will initiate the payment process to Contractor within 30 days of receiving the Audit Report settlement payment from DHCS.

(3) County Audits:

- (a) Should the auditing party be the County, Contractor will have 30 calendar days from the date of the audit report within which to file an appeal with County. The letter providing the Contractor with notice of the audit findings will indicate the persons and address to which the appeal should be directed. County must consider all information presented by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue a written notification of the amount due within 30 calendar days of the appeal decision. Contractor must make payment to the County as instructed in the written notification of the amount due.
 - (b) If applicable, Director, in her sole discretion, will determine the need to revise certain reports/forms as needed to reflect the audit disallowance related to costs and expenditures as agreed by Contractor. To the extent such revisions are made, County will inform Contractor of such action and provide Contractor with a copy of the revised reports/forms.
- (4) At times, it may be necessary for County to negotiate a settlement with the Contractor outside of the appeals and hearing process with the State or another auditing party. In those cases, County will execute a separate written agreement with Contractor to formalize mutually agreed upon terms.

P. PAYMENTS BY CONTRACTOR TO COUNTY

Payment Amount: If it is determined that the Contractor owes County under this Contract, including repayment to County as a result of non-compliance and/or County, State, and federal audit, Contractor agrees to pay County the total amount due upon receipt of written notification by County. County will first apply any amounts owed by Contractor to offset any amounts owed by County to Contractor. If there is a remaining amount owed to County after applying the offset, County will initiate recovery of the outstanding balance within 30 calendar days, and repayment by Contractor will be due within 30 calendar days from the date of the written notification from County.

Q. FINANCIAL SOLVENCY

Contractor must maintain adequate provisions to meet the solvency/working capital criteria specified in DMH Policy, *Financial Responsibility Requirements for Existing DMH Contractors*.

R. COUNTY AND CONTRACTOR REQUESTED CHANGES

- (1) If Contractor desires any change in the terms and conditions of the Contract, Contractor will request such change in writing prior to March 1st of the fiscal year for which the change would be applicable, except as otherwise provided

in Paragraph T (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B)) or unless otherwise agreed to by County.

- (a) All changes requested by Contractor and approved by County must be made by an amendment pursuant to the DMH 24-Hour Residential Treatment Contract Subparagraph 8.1 (AMENDMENTS).
 - (b) All changes requested by the Contractor will be followed by a Mid-Year Change to the last approved Service Delivery Plan to be submitted by the Contractor, which must be approved by the Director as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.
- (2) If Contractor requests an increase or decrease in the MCA or in the Funded Program Amount, Contractor will provide all reports, data, and other information requested by the County, within 15 calendar days of County's request.
 - (a) Contactor's request for consideration of an increase in the MCA or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the MCA or the Funded Program Amount. To the extent that County agrees to increase MCA or a Funded Program Amount, such approval will be in the form of an executed amendment to the Contract. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph R (COUNTY AND CONTRACTOR REQUESTED CHANGES).
 - (b) Requests received after the Contractor has rendered services in excess of the MCA, or the Funded Program Amount, will only be considered on a prospective basis for payment of services rendered after the effective date of any executed amendment. The County will not be responsible for payment of, nor otherwise be liable for, services/activities that Contractor provided in excess of the MCA or the Funded Program Amount during any part of the Initial Period, First Automatic Renewal Period or any subsequent Automatic or Optional Renewal Period, respectively.
- (3) If County requires changes per Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE) and/or Paragraph H (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS), Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.

- (4) If County and Contractor agree to make a funding and/or service plan change relevant to the Contract, Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.

S. DELEGATED AUTHORITY

- (1) Notwithstanding any other provision of the Contract, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to the Contract under the following conditions.
 - (a) County's total payments to Contractor under the Contract, for each fiscal year of the term of the Contract, does not exceed an increase of more than the 25 percent of the Board of Supervisor-approved MCA; and
 - (b) Amendments may add, delete, modify, or replace the Service Exhibits and/or Statements of Work; reflect federal, State, and County regulatory and/or policy changes; and/or roll over certain federal and/or State grant funds from one FY to the next FY, as appropriate; or allow shifting of funds pursuant to Paragraph T (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (Exhibit B)); and
 - (c) Sufficient funds are available for all changes described in each such amendment to the Contract; and
 - (d) Approval of County Counsel, or designee, is obtained prior to any such amendment to the Contract.
 - (e) Director, or designee will notify County's Board of Supervisors and the Chief Executive Officer of all Contract changes in writing.

T. SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B)

- (1) Due to the length of the DHCS SD/MC UOS claiming processes, County and Contractor acknowledge that the final determination of the amounts owed by the Parties to each other will occur during First, Second and/or any subsequent Automatic or Optional Renewal Period as described in the DMH 24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the expiration or termination of the Contract. Therefore, the parties agree that all provisions of the Contract related to effectuating payment, including such provisions in this Exhibit A, Financial Provisions, survive the First, Second and/or any subsequent Automatic or Optional Renewal Period as described in the DMH 24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or expiration

or termination of the Contract. This Paragraph T must not be interpreted to imply that other provisions of Contract do not survive its expiration, if the Parties' intent, as demonstrated by language, circumstances, law, or practice, is that the provision(s) should survive.

- (2) To maximize the use of federal, State, and other revenues, and to align Financial Summary funded program amounts with actual, eligible services, Contractor, by September 30th following the fiscal year close, may submit in writing, a request to shift and/or increase funds on the Financial Summary (Exhibit B). Such shifting and/or increase of funds request must reflect maximization of federal and other funding based on Contractor's actual, eligible services provided submitted in accordance with the terms and conditions of the Contract and in accordance with terms and limitations set forth in DMH Policy, *Shifting Guidelines for the Legal Entity Contract*. To the extent that County approves the shift of funds request, such approval will be in the form of an executed amendment to the Contract. In addition, the Director, at her sole discretion, may propose and, with the agreement of Contractor, execute a written amendment to (a) modify the distribution of funds identified for each Funded Program as shown on the Financial Summary (Exhibit B); (b) change, including increase, the amount of federal or State funds on the Financial Summary (Exhibit B); or (c) increase the MCA to include additional federal or State funds for Medi-Cal services, but only to the extent that such amendment is necessary for Contractor to be reimbursed for otherwise uncompensated care. Such amendment may be executed during First and/or Second Automatic Renewal Period as described in the DMH 24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the Contract has expired or terminated.

U. PAYMENT AND INVOICE NOTIFICATIONS

- (1) Contractor must submit all Invoices, including any supporting documentation, to their assigned Provider Reimbursement Section (PRS) liaison and to Contract Management and Monitoring Division (CMMD), except as otherwise provided under Subparagraph (1) (a) of this Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).
 - (a) In the event the Invoice Funded Program is set up to be billed electronically, invoices will be submitted in the specified electronic tracking system.
- (2) Contractor will submit all remittances and payments for amounts due to the County under the Contract to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
P.O. Box 514780
Los Angeles, CA 90051-4780

Attn: Cash Collections Section

V. COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE

(1) General Remedies:

- (a) County may immediately, without prior written notice, suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default of any Contract provisions due to alleged fraud or similar intentional wrongdoing.
 - i. Thereafter, Contractor may request reconsideration of Director's decision to suspend payment.
- (b) County may suspend all, or a portion, of its payment if the Director determines that Contractor is in default of any Contract provisions due to noncompliance with - or failure to respond to - requests, policies, procedures, guidance, or other similar instructions from the County as required and until such time the Contractor complies and such response has been reviewed and approved by Director.
 - i. Notwithstanding any other provision of the Contract, examples of noncompliance include, but are not limited to:
 - a. Insufficient documentation of clinical work that does not meet federal, State, and County written standards;
 - b. Failure to timely provide outcomes data; and/or
 - c. Failure to comply with a Corrective Action Plan (CAP).
- (c) County may also withhold all, or a portion, of its payment if there is a reasonable determination that Contractor is or may become insolvent.
- (d) To the extent that the County intends to suspend all, or a portion of, its payment for reasons other than fraud or intentional wrongdoing:
 - i. Director will provide Contractor with at least 30 calendar days' prior written notice of such suspension that includes the reason(s) for such suspension.
 - ii. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.
 - iii. Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with

Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present information or documentation to the County relevant to the circumstances that led the County to take such actions and may propose alternative action(s).

- iv. Within 15 calendar days of said meeting, County will, in writing, notify Contractor, of its final decision. The decision of the Director will be final.
- v. Upon determination that Contractor is no longer in noncompliance with the Contract provision(s) that resulted in the suspension of payment, County will release withheld payments within 30 calendar days of such determination, unless otherwise prohibited by federal, State, and/or local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines, and directives.

(2) Additional Remedies imposed for Failure to Comply with CAP:

- (a) If a CAP is issued and Contractor fails to comply with such CAP, County may impose the following remedies in addition to the general remedies identified in Subparagraph (1) of this Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE):
 - i. Restrict Contractor from expending any more funds allocated for the program(s) at issue by de-obligating previously allocated funds.
 - ii. Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue.
 - iii. Terminate specific program(s) within the Contractor's LE Contract and/or terminate the Contractor's LE Contract in its entirety for failure to meet performance and/or outcome expectations as specified in the Contract, Statement(s) of Work, Service Exhibit(s), approved Service Delivery Plan, and/or Departmental guidelines, directives, and practice parameters.
- (b) To the extent that the County intends to impose such additional remedies:
 - i. Director will provide Contractor with at least 30 calendar days' prior written notice of its intent to take such action, which will include an explanation of how the Contractor is not meeting the

expectations identified in Paragraph J (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN); copies of relevant data, if applicable; the nature and the amount of the proposed funding allocation change; and any associated changes to the amount of services to be provided by Contractor.

- ii. Thereafter, Contractor may, within 15 calendar days, request written reconsideration of the County's decision. Contractor's request must clearly indicate the reason why County's action is unjustified.
 - iii. Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative action(s).
 - a. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within the time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended actions.
 - iv. Within 15 calendar days of said meeting, County will, in writing, notify Contractor of its final decision. The decision of the Director will be final and any remedies will be effective upon receipt of notification by Contractor.
- (c) Any change in the Contract, including termination of specific program(s) and/or termination of the entire DMH 24-Hour Residential Treatment Contract will be effected by an administrative amendment to the Contract or notice of termination issued by Director.
- (d) Changes that are based on one-time circumstances will be applicable to the current contract fiscal year only and will not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent fiscal years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Funded Program Amount in subsequent years.

- (e) Contractor understands and agrees that its MCA and/or Funded Program Amount may be reduced as a result of the adjustments authorized by this provision, and further acknowledges that County has relied upon this flexibility in establishing the MCA and/or Funded Program Amount for the Contract. By executing the Contract, Contractor specifically consents to the prospective adjustments set forth in this provision up to and including termination of program(s) and/or the Contract.

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH CONTRACTOR CLAIMS
CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL and TITLE XXI MEDICAID CHILDREN'S
HEALTH INSURANCE PROGRAM REIMBURSEMENTS

Contractor: _____

Legal Entity No.: _____

Claims for services/activities with dates of services: _____ through _____.

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for said claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Medicaid Children's Health Insurance Program (MCHIP) services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance with the terms and conditions of the Contract; and that to the best of my knowledge and belief, each claim will be in all respects true, correct, and in accordance with State and federal law and regulation. I agree and certify under penalty of perjury that all claims for services to be provided to county mental health clients will be provided to the clients by this Contractor. The services will be provided in accordance with the client's written treatment plan. I agree and certify under penalty of perjury that no services will be submitted for the Contractor nor any of its staff members who is restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. This certification covers staff members who are directly included on the claim or any staff member whose time is included on the claim, but whose identifying Name and National Provider ID are not included if they were a co-practitioner in the service. This Contractor also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. This Contractor and I understand that payment of these claims will be from County, State and federal funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or State laws. The Contractor agrees to keep a printed representation of all records which must completely reflect the extent of services furnished to the client. The Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles Department of Mental Health, California Department of Health Care Services, Medi-Cal Fraud Unit; California Department of Justice, Office of the State Controller, U.S. Department of Health and Human Services, or their duly authorized representatives. The Contractor also agrees that services will be offered and provided without discrimination based race and/or ethnicity, spirituality or religious affiliation, nationality, ancestry, preferred language, literacy, communication needs, gender identity, gender expression, age, marital or living partnership status, sexual orientation, physical and/or intellectual disability(ies), mental health condition(s), or medical condition(s).

FURTHER, I HEREBY CERTIFY under penalty of perjury to the following:

1. Services provided will be medically necessary as defined under DHCS BHIN 21-073.
2. The member will be determined to be eligible to receive Medi-Cal services at the time the services are provided to the member.
3. The services to be included in the claims will actually be provided to the member.
4. For any services that require authorization as indicated in DHCS BHIN 22-016, all authorization requirements will be met prior to service delivery.

Date: _____

Signature: _____

Executed at _____, California

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts. I further certify that this claimant will provide from the eligible designated funds in the Financial Summary of the DMH Contract with County, the local share of payment for Short-Doyle/Medi-Cal and/or MCHIP covered services to be included in the claims to be submitted to County during the above referenced period in order to satisfy matching requirements for federal financial participation pursuant to the Title XIX and Title XXI of the Social Security Act.

Date: _____

Signature: _____

Executed at _____, California

Financial Summary (Exhibit B)

LE Name:
LE No:

Amendment No.:
Fiscal Year:

Agreement No:
Fin Sum No:

A	B	C	E
Rank	Funded Programs	Medi-Cal Reimbursable ¹	Funded Program Amount (Gross)
Categorically Funded Programs			
1	Family Preservation Program Non-Medi-Cal (Non-MC)	N	
2	Family Preservation Program Medi-Cal (MC)	Y	
3	Specialized Foster Care - DCFS MAT Non-MC	N	
4	Specialized Foster Care Enhanced Mental Health Svcs MC	Y	
5	Specialized Foster Care MAT MC	Y	
6	Specialized Foster Care TFC MC	Y	
7	Specialized Foster Care Wraparound Non-MC	N	
8	Specialized Foster Care Wraparound Invoice	N	
9	Specialized Foster Care Wraparound MC	Y	
10	DCFS Medical Hub Non-MC	N	
11	DCFS PHF MC	Y	
12	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N	
13	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N	
14	Juvenile Justice Program (STOP) Non-MC	N	
15	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N	
16	Juvenile Justice Program (JJCPA - MST) Non-MC	N	
17	Juvenile Justice Program (JJCPA - MST) MC	Y	
18	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N	
19	Juvenile Justice Program (JJCPA - New Directions) MC	Y	
20	Juvenile Justice Program (COD) Non-MC	N	
21	CalWORKs MHS Non-MC	N	
22	CalWORKs Coordinated Entry System Invoice	N	
23	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N	
24	Post-Release Community Supervision-Community Reintegration Prog Invoice	N	
25	Post-Release Community Supervision-Community Reintegration Prog MC	Y	
26	DPH Dual Diagnosis Non-MC	N	
27	Mobile Crisis Outreach Teams (MCOT) Non-MC	N	
28	Mobile Crisis Outreach Teams (MCOT) Invoice	N	
29	Mobile Crisis Outreach Teams (MCOT) Startup Fund Invoice	N	
30	Mobile Crisis Outreach Teams (MCOT) MC	Y	
Federal/State Revenue			
31	Federal/State Revenue MC	Y	
Realignment Funded Programs			
32	DMH Mental Health Services Non-MC	N	
33	DMH Mental Health Services Invoice	N	
34	DMH Mental Health Services Startup Fund Invoice	N	
35	DMH Mental Health Services MC	Y	
36	DMH IMD Step Down Non-MC	N	
37	DMH IMD Step Down Invoice	N	
38	DMH IMD Step Down MC	Y	
39	DMH Intensive Subacute - High Acuity Services Non-MC	N	
MHSA Funded Programs			
40	MHSA Full Service Partnership Non-MC	N	
41	MHSA Full Service Partnership Invoice	N	
42	MHSA Adult Full Service Partnership Incentives Invoice	N	
43	MHSA Child Full Service Partnership Incentives Invoice	N	
44	MHSA Full Service Partnership Startup Fund Invoice	N	
45	MHSA Full Service Partnership MC	Y	
46	MHSA Outpatient Care Services Non-MC	N	
47	MHSA Outpatient Care Services Invoice	N	
48	MHSA Outpatient Care Services Startup Fund Invoice	N	
49	MHSA Outpatient Care Services MC	Y	
50	MHSA Alternative Crisis Services Non-MC	N	
51	MHSA Alternative Crisis Services Invoice	N	
52	MHSA Alternative Crisis Services Patch Invoice	N	
53	MHSA Alternative Crisis Services Startup Fund Invoice	N	
54	MHSA Alternative Crisis Services MC	Y	
55	MHSA Housing Supportive Services Program Non-MC	N	
56	MHSA Housing Supportive Services Program Invoice	N	
57	MHSA Housing Supportive Services Program MC	Y	
58	MHSA Linkage Services Invoice	N	
59	MHSA Planning, Outreach, & Engagement Non-MC	N	
60	MHSA Prevention & Early Intervention (PEI) Non-MC	N	
61	MHSA PEI Invoice	N	
62	MHSA PEI Startup Fund Invoice	N	
63	MHSA PEI MC	Y	
Maximum Contract Amount (MCA)			\$ -

¹Medi-Cal reimbursable (Y/N) reflects DMH program guidelines in addition to applicable state and federal regulations.

v4/9/2024

Contractor Name:
Legal Entity No:

STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS ↓	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name
	Provider #	Provider #	Provider #	Provider #
	Service Area	Service Area	Service Area	Service Area
	Supervisory District	Supervisory District	Supervisory District	Supervisory District

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

DIRECTOR OF MENTAL HEALTH:

Name: Lisa H. Wong, Psy.D

Title: Director

Address: 510 S. Vermont Avenue

Los Angeles, CA 90020

Telephone: (213) 947-6670

E-Mail Address: LWong@dmh.lacounty.gov

COUNTY MONITORING MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACT LEAD:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: _____ Contract No.: MH

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

CONTRACTOR _____ Contract No.: MH

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. **ACA:** Patient Protection and Affordable Care Act, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010.
2. **Agents:** Third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer of data. Examples of Agents include, claims clearinghouses, vendors, and billing services.
3. **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
4. **Cal MediConnect:** Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program.
5. **CalWORKs:** 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.
6. **Cash Flow Advance:** 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.
7. **CCR:** California Code of Regulations.
8. **CDSS:** California Department of Social Services.
9. **CGF:** County General Funds.
10. **Confidential Information:** Information relating to specific Individuals which is exchanged by and between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by Welfare and Institutions Code section 5328, The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act and regulations promulgated there under (HIPAA). The Insurance Information and Privacy Protections Act, or other applicable state and federal statutes and regulations, which shall hereinafter be collectively referred to as "Privacy Statutes and Regulations".

11. **Contract:** This contract executed between DMH and Contractor. Included are all supplemental amendments amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
12. **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with DMH to perform or execute the work covered by this contract.
13. **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
14. **Cost Reimbursement (CR):** The arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Contract, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services.
15. **County:** The Board of Supervisors of the County of Los Angeles acting as governing body.
16. **DMH Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
17. **DMH Project Manager:** Person designated by DMH's Project Director to manage the operations under this Contract.
18. **DMH Project Director:** Person designated by DMH with authority for DMH on contractual or administrative matters relating to this Contract that cannot be resolved by DMH's Project Manager.
19. **DMH's Claims Processing Information System:** The current system employed by the Department of Mental Health to submit and process claims.
20. **Countywide Maximum Allowances (CMA):** DMH established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors.
21. **CPT:** Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication.
22. **Covered Individuals:** Individual persons who are eligible for payment of certain services or prescriptions rendered or sold to them under the terms, conditions, limitations and exclusions of a health benefit program administered by DMH or by some other Payor.
23. **Data:** A formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or by automatic means.

24. **Data Log:** A complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this Agreement is in effect and, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission.
25. **Data Transmission:** The automated transfer or exchange of data between Trading Partners or their agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this Contract.
26. **Data Universal Numbering System (DUNS):** A unique nine-digit identification number assigned by Dun & Bradstreet (D&B) to a Trading Partner or Agent for the purpose of identifying a business entity. The DUNS can be requested at: <http://fedgov.dnb.com/webform>.
27. **Day(s):** Calendar day(s) unless otherwise specified.
28. **DHCS:** California Department of Health Care Services.
29. **Digital Key Certificate:** Software that resides on Trading Partner's workstation or server assigned to the Trading Partner by DMH for the purpose of successfully executing Data Transmissions or otherwise carrying out the express terms of this Agreement.
30. **Director:** County's Director of Mental Health or his authorized designee who serves as the chief executive officer of all mental health programs and has general supervision over all such mental health services and programs.
31. **DMH:** County's Department of Mental Health which is the Mental Health Plan for the County.
32. **DPSS:** County's Department of Public Social Services.
33. **Electronic Data Interchange (EDI):** The automated exchange of business data from application to application in an ANSI approved or other mutually agreed format.
34. **Electronic Remittance Advice (ERA):** A transaction containing information pertaining to the disposition of a specific claim field with DMH by Providers for payment of services rendered to an Individual.
35. **EOB:** "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.
36. **Envelope:** A control structure in a mutually agreed format for the electronic

interchange of one or more encoded Data Transmissions either sent or received by the Parties to this Contract.

37. **EPSDT:** 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.
38. **FFP:** 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.
39. **Fiscal Intermediary:** DMH 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.
40. **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
41. **Funded Program:** A set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Contract. A Funded Program is made up of one or more Subprograms.
42. **Gross Program Budget:** The sum total of the Net Program Budget and all Third Party Revenues shown in the Financial Summary.
43. **GROW:** General Relief Opportunities for Work.
44. **HITECH:** The Health Information Technology for Economic and Clinical Health Act. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.
45. **HIPAA:** Health Insurance and Portability Act. HIPAA Privacy Rule provides federal protections for personal health information held by covered entities (or a Business Associate of a Covered Entity) and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.
46. **Individual:** An individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes

of this Agreement will be made directly to Providers on behalf of such Individuals.

47. **Institutions for Mental Disease (IMD):** Includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services.
48. **Individual:** An individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this Agreement will be made directly to Providers on behalf of such Individuals;
49. **Legal Entity:** A provider of mental health services as is described in Title 9 CCR section 1840.100.
50. **Lost or Indecipherable Transmission:** A Data Transmission which is never received by or cannot be processed to completion by the receiving Party in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered garbled or incomplete.
51. **Master Agreement List:** 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.
52. **Maximum Contract Amount:** 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.
53. **Medicaid Expansion under ACA in California:** Expansion of Medi-Cal eligibility to additional low-income adults.
54. **Mental Health Services Act (MHSA):** The initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and DMH agencies and which requires the development of integrated plans for prevention, innovation, and system of care services.
55. **MHRC:** Mental Health Rehabilitation Centers certified by the DHCS.

- 56. **Organizational Provider's Manual:** The Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services.
- 57. **PATH:** Projects for Assistance in Transition from Homelessness Federal grant funds.
- 58. **Payee National Provider Identifier (NPI):** The National Provider Identifier that is specific to the Legal Entity, FFS Group, or FFS Organization. Solo practitioners will enter their individual NPI number in this field.
- 59. **Payor:** A business organization that provides benefit payments on behalf of Covered Individuals eligible for payment for certain services to Covered Individuals.
- 60. **PHF:** A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.
- 61. **PHI:** Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
- 62. **PII:** Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.)
- 63. **Provider:** Hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County.
- 64. **Request for Services (RFS):** Solicitation process to Contractors on 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.
- 65. **Request for Statement of Qualifications (RFSQ):** Solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;

- 66. **SAMHSA:** Substance Abuse and Mental Health Services Administration Federal block grant funds.
- 67. **Secure Identification Cards:** The cards assigned to the Trading Partner or Agent by DMH for allowing the Trading Partner to transfer files electronically to DMH.
- 68. **Sensitive Position:** Per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract.
- 69. **Service Delivery Plan (SDP):** A document that the DMH requires a service provider to submit when requesting a contract renewal, or a contract award under a solicitation, or a mid-year change to a current contract. Formerly known as Negotiation Package.
- 70. **Service Exhibit (SE):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 71. **SDMH:** State Department of Mental Health – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean SDMH.
- 72. **SFC:** Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity.
- 73. **SNF-STP:** Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health.
- 74. **Source Documents:** Documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual's name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider's name and/or provider number.
- 75. **State:** The State of California.
- 76. **Statement of Qualifications (SOQ):** Contractor's response to an RFSQ

- 77. **Statement of Work (SOW):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 78. **Subcontract:** A contract by the contractor to employ a subcontractor to provide services. Subcontracting is not allowing under this Contract.
- 79. **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written contract. Subcontractors may not be used to perform any services provided under this Contract.
- 80. **Submitter ID Number:** A unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions.
- 81. **Subprogram:** A set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors' areas of expertise and their ability to provide specific services and/or serve specific populations. The Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement.
- 82. **System:** The equipment and software necessary for a successful electronic Data Transmission.
- 83. **Title IV:** Title IV of the Social Security Act, 42 United States Code Section 601et seq.
- 84. **Title XIX:** Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.
- 85. **Title XXI:** Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.
- 86. **Trading Partner:** A Provider who has entered into this Agreement with DMH in order to satisfy all or part of its obligations under a Legal Entity Agreement or Network Provider Agreement by means of EDI.
- 87. **UMDAP:** DHCS's Uniform Method of Determining Ability to Pay.
- 88. **WIC:** The California Welfare and Institutions Code.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with Paragraph 9.11 of the 24 Hour Residential Treatment Contract (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 a federally funded health care program.

I further certify as the official responsible for the administration of _____ (hereafter "Contractor") that none of its officers, employees, agents and/or subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or State agency to be ineligible to provide goods or services under a federally funded health care program.

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

- Any event that would result in Contractor or any of its officers, employees, agents and/or subcontractors being excluded or suspended 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 subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

REQUIRED SUPPLEMENTAL DOCUMENTS

In accordance with the Contract, the Contractor must submit via email required supplemental documents within certain timelines, as instructed below, to the Contract Administrator listed in Exhibit E (County's Administration).

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Renewed Contracts: Contractor is required to submit via email the specified documents listed below upon first execution of the Contract, and thereafter, only if updates or revisions have been made to such documents since the last submission. Updates or revisions must be submitted via email within 10 business days of the update or revision to the Contract Administrator listed in Exhibit E (County's Administration).

If Contractor does not submit the documents within the time period described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

For Amended Contracts: With the exception of the Financial Statements, the documents listed below must be resubmitted ***if and when updates or revisions are made to such documents*** at any point during the term of the Contract. However, the following documents must be submitted ***annually*** during the term of the Contract, ***and further resubmitted at any point that updates or revisions are made to such documents***: Financial Statements, Indemnification and Insurance, and Information Security Exhibits. If Contractor does not submit any documents within the time periods described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

1. Corporation Documents

- a. **List of Authorized Persons:** Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization.
- b. **Articles of Incorporation and Corporate Seal:** Articles of Incorporation with the imprint/copy of the Corporate Seal (if the organization is a corporation) affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. If there is any difference between the Corporate Seal and the organization's name as used in the Service Delivery Plan, an explanation must be provided.
- c. **By-Laws and Amendments to By-Laws**
- d. **Fictitious Business Name Filings (if using a DBA)**

2. **Organizational Chart** – Current/proposed organizational chart that shows all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.
3. **Financial Statements** – Current financial statements, as required by DMH's Policy No. 813.04 (Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health). This DMH Policy can be accessed in its entirety at the following website:
<https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=2365>
4. **Subcontracts List** – List of all subcontractors. Contractors must have *prior written approval* from DMH in order to enter a particular subcontract.

The documents listed five through eight below will be made available ***within three (3) business days should DMH or its representative request the documents:***

5. **Rent and Lease Agreements** – Rent and lease agreements specifying all Terms and Conditions, including term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.
6. **Fully Executed Contracts** – Fully executed contracts (e.g., consultants, professional services, etc.)
7. **Equipment Leases** – Leases for equipment, including automobiles, photocopiers, etc.
8. **Maintenance Agreements** – Maintenance agreements for equipment and other items.
9. **Exhibit P - Ownership/Controlling Interest Disclosure** – Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form.

In accordance with Exhibit U (Attestation Regarding Information Security Requirements), it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/contract-exhibits> **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below.**

10. **Exhibit Q - Information Security and Privacy Requirements for Contracts** – Contractor must access the link above for updated information annually.
11. **Exhibit R - DMH Contractor's Compliance with Information Security Requirements** – Contractor must access the link above, complete the exhibit in its entirety, sign and submit annually to DMH.
12. **Exhibit S - Confidentiality Oath for Non-DMH Workforce Members** – Contractor must access the link above, sign the exhibit and submit annually to DMH.
13. **Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)** – Contractor must access the link above, sign the exhibit and submit annually to DMH.

Contractor must access the link above, sign, and submit Information Security Exhibits requiring signatures to the Contract Administrator listed in Exhibit E (County's Administration) via email.

24-Hour Residential Treatment Contract Exhibit M

PERFORMANCE STANDARDS AND OUTCOME MEASURES

CONTRACTOR: _____

Legal Entity Number: _____

Pursuant to the 24-Hour Residential Treatment Contract, Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN, Contractor will be subject to the following standards and outcomes which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in the 24-Hour Residential Treatment Contract, Paragraph 3.0, Contractor may be subject to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are provided in the respective MHSA service exhibits that are part of the 24-Hour Residential Treatment Contract, as applicable.

Line ID	Outcomes Domains	Performance Standards	Method of Data Collection
1		State mandated (California Welfare and Institutions Code (WIC) §§ 5612 and 5613)	California Consumer's Perception Survey - MHSIP ¹ , YSS ² and YSS-F ³ survey instruments.
2	Access to Services	Client received continuity of care by being seen within five business days of discharge from an acute psychiatric hospital.	Service Request Log (SRL), Service Request Tracking System (SRTS), County DMH's claims
3		Clients were able to receive services at convenient times and locations.	MHSIP, YSS and YSS - F survey instruments.
4		Clients and other providers have access to up-to-date provider and practitioner information in order to best support access-to-care. 95% of information is up-to-date within a 30 day period except information that must be updated immediately (e.g., when a provider is no longer available).	Network Adequacy Provider and Practitioner Application (NAPPA)
5		Clients requesting an initial appointment are offered appointments to be seen within 10 business days of request for routine requests, 15 business days of request for psychiatry requests, and 48 hours of request for urgent requests.	Service Request Log (SRL), Service Request Tracking System (SRTS), Claims Data
6		Child/youth and families report that they had someone to talk to when they were troubled.	YSS and YSS-F survey instruments.
7	Client Satisfaction	Clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F surveys.
8	Clinical Effectiveness	Families of child/youth and child/youth get along better with family members.	YSS and YSS-F surveys instruments.
9		Families of child/youth and child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.
10		Families report child/youth are doing better in school and/or work.	YSS-F survey
11		Transitional Age Youth are doing better in school and/or work.	YSS survey
12		Adult/older adult clients are doing better in school and/or work.	MHSIP survey
13		Adult/older adult clients report they deal more effectively with daily problems and/or report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey
		Early Intervention services result in symptom reduction	PEI pre and post treatment outcome measures entered in Outcome Measures Application

¹ MHSIP -- Mental Health Statistics Improvement Program and is used for adult and older adult surveys.

² YSS - Youth Services Survey for Youth.

³ YSS-F - Youth Services Survey for Families

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

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 (please print)



Los Angeles County Department of Mental Health
OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form. Please add additional disclosures on the back of form.

Part 1. Applicant/Vendor Information

Name of Entity (Legal name as it appears on tax identification form)		Provider # (if currently enrolled in CA Medicaid)		NPI Number
Doing Business As	Street Address	City	State	Zip Code
Telephone Number		Fax Number		E-mail Address

Part 2. Ownership, indirect ownership, and managing employee interests

☐ If Non-Profit Organization, Please check this Box

Does any person have an ownership or controlling interest of 5% or more in the entity?

☐ NO (If No, please sign below) ☐ YES (If yes, please completed A, B, C, D and sign below)

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.

Name	Add Name	Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.

☐ No ☐ Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.

☐ No (if No, please sign below) ☐ Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent
(Stamped signatures NOT accepted)

Title

Date

Print Name

Telephone Number



ADDENDUM

**Los Angeles County Department of Mental Health
OWNERSHIP/CONTROLLING INTEREST DISCLOSURE**

ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE**OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST**

PLEASE COMPLETE A, B, C, D AND SIGN BELOW

Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

Name	Add Name	Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

☐ No☐ Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

☐ No (if No, please sign below)☐ Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent
(Stamped signatures NOT accepted)

Title

Date

Print Name

Telephone Number

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

In accordance with Paragraph 9.3 of the Contract, (CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION), Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

_____ (hereafter "Contractor")
acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal information (PI); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/contract-exhibits> **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below:**

- Exhibit Q – Information Security and Privacy Requirements for Contracts
- Exhibit R – DMH Contractor's Compliance with Information Security Requirements
- Exhibit S – Confidentiality Oath for Non-DMH Workforce Members
- Exhibit T – Electronic Data Transmission Trading Partner Exhibit (TPE)

Further, Contractor agrees to comply with the terms and conditions of the exhibits listed above, which are by this reference made a part of the Contract. Contractor understands that it is the Contractor's responsibility to access the link above, sign and submit the listed Information Security Exhibits requiring signatures via email to the Contract Administrator listed in Exhibit E (County's Administration).

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH MENTAL HEALTH SERVICES ACT (MHSA) ISSUE RESOLUTION PROCESS (IRP) GUIDELINES

A. Los Angeles County Department of Mental Health (local) Issue Resolution Principles:

Issues regarding MHSA should initially be addressed at the local level.¹ The local process should be completed in an expedient manner, with decisions being consistent with MHSA statutes and regulations. General principles and processes for a local MHSA issue resolution process should include:

1. The right for an Issue Filer to bring an issue forward.
2. The review of an issue by an impartial body.
3. Written notification of the outcome to the Issue Filer.

B. Issues Appropriate for this Process:

1. Allegations of lack of access to appropriate mental health services;
2. Violation of statute or regulations relating to use of MHSA funds;
3. Non-compliance with the General Standards pursuant to Welfare and Institutions Code §3320;²
4. Inconsistency between the approved MHSA Plan and its implementation;
5. Concerns that the local MHSA Community Program Planning Process does not meet requirements of State law and/or regulation; and
6. Allegations that the use of MHSA funds will result in supplantation.

C. How to Submit an MHSA Issue:

A Filer has three options to submit an issue:

1. An issue can be filed with a provider/facility.
 - a. The filer will follow the process put in place by the provider/facility.
 - b. All facilities must keep a MHSA issue log that tracks any issues that are filed at the facility related to care provided using MHSA dollars. The log must include the nature of the issue, the disposition of any investigation into the issue, and if the investigation has been closed what was the outcome. A copy of the log needs to be emailed securely to DMH on a quarterly basis (September 30th, December 31st, March 31st and June 30th): mhsadmin@dmh.lacounty.gov.
2. An issue can be filed using the following link: MHSA Issue Resolution Form
3. An issue can be filed in person at 510 S. Vermont Avenue, 1st floor, Los Angeles, CA 90020.

D. What to Expect When Filing an Issue Using the Portal or In-Person

1. The MHSA Administration & Oversight Division will investigate the issue and try to resolve it.
2. If the issue is resolved, the Issue Filer will receive a notification of resolution in writing.

E. Process if the Filer Does Not Agree with the Local Resolution

If the filer does not agree with the local resolution, the filer may file an appeal with the following agencies:

- Department of Health Care Services (DHCS) at:
Department of Health Care Services
Mental Health Services Division
Attention: MHSA Issue Resolution Process
1500 Capitol Avenue, MS 2702
P.O. Box 997413
Sacramento, CA 95899-7 413
Phone: (916) 319-9758
Email: mhsa@dhcs.ca.gov
- Mental Health Services Oversight and Accountability Commission (MHSOAC)
1325 J Street, Suite 1700
Sacramento, CA 95814
Phone: (916) 445-8696
Fax: (916) 445-4927
Email: MHSOAC@mhsaac.ca.gov

The IRP is subject to revision as needed.

¹ As a general rule, DHCS will require that the local issue resolution process be accessed and exhausted but understands that, in some instances, this may not be possible. Each case will be reviewed accordingly.

² Community Collaboration. Cultural Competence, Client Driven, Family Driven, Wellness, Recovery and Resilience Focused, and Integrated Service Experiences for clients and their families.

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

CONTRIBUTION AND AGENT DECLARATION FORM

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

CONTRIBUTION AND AGENT DECLARATION FORM**INDIVIDUAL BIDDERS OR APPLICANTS**

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date