

EXHIBIT K:

INDIVIDUAL SERVICE LEVEL (ISL) COMPLIANCE REQUIREMENTS

Purpose

This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.

Under BHSA, COUNTY is required to report non-Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.

Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR agrees to comply with all ISL and reporting requirements as specified by DHCS or COUNTY, recognizing that DHCS-issued instructions, bulletins, or guidance become binding as of their effective date, whether communicated directly or via COUNTY.

The ISL data collection and reporting requirements set forth in this Exhibit shall become effective January 1, 2027. Prior to this date, CONTRACTOR shall not be subject to ISL reporting compliance or performance requirements. CONTRACTOR shall participate in implementation planning and data readiness activities as requested by COUNTY.

Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

Services and Expenditures Subject to ISL Reporting

CONTRACTOR shall collect and report ISL data for COUNTY-funded services and expenditures subject to this Exhibit.

Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

ISL Reporting Codes

CONTRACTOR shall comply with all documentation, reporting, and coding requirements established by DHCS, including Behavioral Health Information Notices (such as BHIN 23-068) and the standardized Behavioral Health Care Continuum, effective as of the date specified by DHCS and/or COUNTY.

Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or “whatever-it-takes” expenditures
- Other non-clinical supports funded by COUNTY

Data Collection and Documentation

CONTRACTOR shall collect and maintain documentation as specified by DHCS and consistent with current Medi-Cal and Policy Manual standards, including all required documentation elements and BHINs, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support
- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.

CONTRACTOR shall ensure all submitted ISL data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

Data Submission Requirements

CONTRACTOR shall:

1. Submit ISL data in the form, format, and manner specified by COUNTY;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

Compliance with DHCS and COUNTY Guidance

CONTRACTOR shall comply with all current and future BHSAs and ISL-related reporting requirements, including DHCS guidance, BHINs, SPAs, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date, regardless of COUNTY notification.

Systems Capability

CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL data elements in accordance with COUNTY specifications.

Monitoring, Audit, and Record Retention

CONTRACTOR shall retain documentation supporting ISL-reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

Noncompliance and Remedies

Timely and accurate ISL reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.