COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

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

July 7, 2005

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

Dear Supervisors:

APPROVAL OF AND AUTHORIZATION TO IMPLEMENT THE ADDITIONAL PLAN FOR THE RELIEF OF COUNTY HOSPITAL PSYCHIATRIC EMERGENCY SERVICES
AND
APPROVAL OF REQUEST FOR APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2005-2006
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Additional Psychiatric Emergency Services (PES) Relief Plan (Attachment I), developed in collaboration with the Department of Health Services (DHS) and the Chief Administrative Office (CAO), to purchase 107 beds (39 psychiatric inpatient, 20 Institutions for Mental Disease (IMD), and 48 augmented residential) to alleviate the overcrowding of the County's four (4) PES, as directed by your Board on June 20, 2005, and authorize the Department of Mental Health (DMH) to initiate actions in accordance with this Plan. The Fiscal Year (FY) 2005-2006 cost of these actions is $11,374,000, consisting of one-time only net County cost (NCC) of $10,914,000, and $460,000 of projected Federal Financial Participation (FFP) Medi-Cal revenue.

2. Authorize the purchase of 20 additional IMD beds for FY 2005-2006 at a cost of $1,142,500 to be dedicated to persons who require this level of care and who are being discharged from the County hospital inpatient units.

Delegate authority to the Director of Mental Health or his designee, as necessary, to adapt to the changing needs for psychiatric emergency, inpatient, and residential care in Los Angeles County and make adjustments among the PDP's acute psychiatric inpatient and IMD components of the Additional PES Relief Plan (Attachment I), consistent with the intent of the Plan.

3. Authorize the Director of Mental Health or his designee to develop a Psychiatric Outreach Team Diversion Program (PDP) in conjunction with psychiatric inpatient facilities (Attachment II) that are certified to provide Fee-For-Service (FFS) Medi-Cal services and have Lanterman-Petris-Short (LPS) designation for involuntary treatment. Under this Program, approximately 16 beds could be purchased at any given time. The total projected FY 2005-2006 cost of this PDP is $4,050,000.

   Delegate authority to the Director of Mental Health or his designee, as necessary, to adapt to the changing needs for psychiatric emergency, inpatient, and residential care in Los Angeles County and make adjustments among the PDP's acute psychiatric inpatient and IMD components of the Additional PES Relief Plan (Attachment I), consistent with the intent of the Plan.

4. Approve DMH's recommendation regarding LPS designation of Urgent Care Centers and delegate authority to the Director of Mental Health or his designee to designate, in accordance with the State of California Welfare and Institutions Code Sections 5404 and 5150, existing and future County directly operated and contracted Urgent Care Centers that meet applicable County and State requirements.

5. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments, as listed in Attachment III and substantially similar to Attachments IV and V, to two (2) Legal Entity (LE) Agreements with Kedren Community Health Center, Inc. (Kedren) and Gateways Hospital and Mental Health Center (Gateways), and one (1) Specialized Agreement with College Hospital; and also a new Specialized Agreement, substantially similar to Attachment VI, with White Memorial Medical Center (White Memorial) for the augmentation of 23 acute psychiatric inpatient beds for uninsured adults and 48 secured residential beds for adults. The total FY 2005-2006 cost for these 71 additional beds is $6,181,660. Attachment III details the contractors, beds by component of the PES Relief Plan, and costs.

6. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments and a new Service Exhibit, substantially similar to Attachments VII and VIII, to existing and new FFS Medi-Cal Psychiatric Inpatient Hospital Agreements with eligible psychiatric inpatient facilities that participate in the PDP.

7. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to the Legal Entity, Specialized, and FFS Medi-Cal Psychiatric Inpatient Hospital Agreements and establish as a new Maximum Contract Amount (MCA) or applicable Contract Allowable Rate (CAR) the aggregate of each original Agreement and all amendments, provided that: 1) the County's total payments to a contractor under each Agreement for each fiscal year shall not exceed a change of 20 percent from the applicable revised MCA or CAR; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer or their designee is obtained prior to any such Amendment; 5) County and contractor may by written amendments reduce programs or services without reference to the 20 percent limitation and revise the applicable MCA or CAR; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

8. Approve the Request for Appropriation Adjustment (Attachment IX) in the amount of $11,374,000 for FY 2005-2006. The adjustment will transfer $10,914,000 in NCC from Provisional Financing Uses (PFU) to DMH and increase DMH's FFP Medi-Cal revenue by $460,000 to fund the Services and Supplies (S&S), necessary to implement these actions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On June 20, 2005, your Board directed the CAO to transfer $10,914,000 in proposed one-time NCC funding from DMH to Provisional Financing Uses and directed DMH and the CAO to return to your Board with a plan to utilize these funds for additional relief of the County's hospitals' PES. This submission outlines the plan (Attachment I) developed by DMH, DHS, and the CAO to relieve the overcrowding in the PES. The purpose of the requested actions is to obtain approval of the plan and authorization for its immediate implementation to alleviate the current overcrowding of the DHS PES. The elements of this plan will expand acute inpatient and locked residential capacity to meet the immediate need for treatment resources for persons suffering from these

disorders. In addition, the plan includes an augmented residential program that can be replicated throughout the County in future years.

The requested actions are also intended to ensure that all areas of the County have equitable psychiatric inpatient and residential bed resources within their particular geographic areas, and that, in the future, new or existing resources can readily be incorporated, enhancing DMH's ability to adapt to the changing circumstances of psychiatric emergency and inpatient care. Particular emphasis will be given to negotiating Specialized Agreements under the PDP with acute psychiatric inpatient facilities within each geographic area to reduce the distances mentally ill individuals and their families need to travel to obtain care. Additionally, DHS and DMH are further proposing the delegation of authority to the Director of Mental Health or his designee to designate Urgent Care Centers to receive involuntary clients to assist in decompressing County's Psychiatric Emergency Rooms.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan, Goal No.1, "Service Excellence," Goal No. 3, "Organizational Effectiveness," and Goal No. 7, "Health and Mental Health." Board approval will promote the accessibility of essential services to clients of all ages; promote collaboration between the Departments of Mental Health and Health Services; and enhance workforce and service delivery excellence.

FISCAL IMPACT/FINANCING

Approval of the requested actions will increase NCC by $10,914,000.

The FY 2005-2006 cost of the Additional PES Relief Plan is $11,374,000. This amount includes funding for increases in acute inpatient, IMD, augmented residential care capacity, and pharmacy costs. The Additional PES Relief Plan will be financed by $10,914,000 one-time NCC and $460,000 in FFP Medi-Cal revenue.

For FY 2005-2006, the Request for Appropriation Adjustment (Attachment IX) in the amount of $11,374,000, fully funded with $10,914,000 one-time NCC and $460,000 in FFP Medi-Cal revenue, provides DMH with the spending authority to fund the necessary increase in S&S for the implementation of the Additional PES Relief Plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Over the past two years, DMH and DHS have engaged in collaborative efforts to decompress the County's hospitals' PES. Despite these efforts, the overcrowding has persisted. In recent months, DMH and DHS have worked with your Board offices to develop additional measures and, on April 6 and 18, 2005, the Departments reported on actions taken and provided additional recommendations to your Board to address the situation. Based on these reports and ongoing concerns on April 26, 2005, your Board directed DMH and DHS to work with the CAO to immediately implement the recommendations made to address the overcrowding. In order to do so, the CAO committed to identifying funding to carry out the recommendations and, subsequently, proposed the utilization of $10,914,000 of one-time funds to purchase additional inpatient and residential beds.

Based on the continued need for additional resources, DMH is requesting approval of the Additional PES Relief Plan (Attachment I) and authority to implement the plan, which has the following components:

Institutions for Mental Disease (IMD) Beds
Funding is allocated to purchase 20 IMD beds dedicated to individuals being discharged from County hospital inpatient units. The ongoing development of adequate and sufficient lower levels of mental health care, such as intensive community treatment programs, for discharge-ready IMD residents will be critical so that IMD beds will continue to be available for the County hospitals. The total projected FY 2005-2006 cost of the additional IMD beds, including psychiatric medication cost of $84,000, is $1,142,500.

Secured Augmented Residential Beds
A new secured and augmented residential program for 48 individuals will be provided by Gateways. This program will provide intensive mental health services in a secured residential setting for persons who, with intensive supports and supervision, can be discharged from County hospital inpatient units or IMDs earlier than would be possible without this level of care. Expeditious movement from these facilities allows more rapid disposition from the PES. The total projected FY 2005-2006 cost of this program is $1,529,000, including anticipated FFP Medi-Cal revenue of $460,000.

Other New Residential Resources
In addition to the resources funded under this plan, Homes For Life Foundation - Cedar Street, a 38-bed transitional residential program for persons being

discharged from IMDs and the State Hospital will open in July, 2005. This program, located on the grounds of Metropolitan State Hospital in Norwalk, will support people as they transition from institutional care and prepare them for even more independent community living. A 12-bed crisis residential program, provided by Hillview Mental Health Center in Lakeview Terrace and scheduled to open in early FY 2005-2006, will serve as a resource to the Olive View Medical Center PES.

Psychiatric Outreach Team Diversion Program (PDP)
Under the PDP, when all DHS PES facilities are at a predetermined census, the DHS Medical Alert Center will divert DMH's Psychiatric Outreach Teams to participating private hospitals. General acute hospitals with psychiatric units that have a current FFS Medi-Cal Psychiatric Inpatient Hospital Agreement with DMH, that have LPS designation for involuntary treatment, and that have agreed to DMH's terms of participation will be eligible to participate in this Program. Free-standing hospitals that have a current FFS Medi-Cal Psychiatric Inpatient Hospital Agreement with DMH for persons under 18 or over 65 years of age, that have LPS designation, and that have agreed to DMH's terms of participation will also be eligible for the PDP. Further eligibility requirements will include agreement to ongoing utilization review by DMH and compliance with established program guidelines. Attachment II lists the Los Angeles County FFS Medi-Cal contracted and LPS-designated psychiatric inpatient facilities that would be eligible to participate in this Program should they agree to the terms of participation. Participating hospitals will provide acute and administrative inpatient bed-days based on a standard negotiated case rate, plus applicable daily rates. This Program will enable DMH to utilize up to 16 private hospital beds at any given time, strategically located throughout the County, based on demand for additional beds when the PES are at capacity. The total projected FY 2005-2006 cost of this component is $4,050,000, which includes $3,420,000 for the beds and an additional $630,000 augmentation of the DMH Pharmacy program for psychiatric medications upon patients' discharge.

LPS Designation of Urgent Care Centers
In a joint communication to the Board of Supervisors dated April 18, 2005, the Departments of Health Services and Mental Health proposed to further develop Urgent Care Centers to assist in the decompression of the County's Psychiatric Emergency Rooms.

After assessing the feasibility of providing additional involuntary assessment and treatment in Urgent Care Centers, the Departments agreed that designating

Urgent Care Centers to receive involuntary clients would have a significant impact in relieving PES overcrowding. The Departments are proposing the delegation of such authority to the Director of Mental Health or his designee.

Additional Inpatient Beds
Thirteen (13) additional psychiatric beds will be purchased from existing acute inpatient contractors for uninsured adults: 11 from Kedren, located in South Los Angeles, and two (2) from College Hospital, located in Cerritos. In addition, DMH will enter into a contract with White Memorial, located in close proximity to LAC + USC Medical Center, for ten (10) acute inpatient beds. The total projected FY 2005-2006 cost of these 23 beds is $4,652,660, which includes $4,461,560 for the beds and an additional $191,100 augmentation of the DMH Pharmacy program for psychiatric medication upon patients' discharge for the new contract.

The currently contracted DMH law enforcement referral beds at College Hospital in Cerritos and Aurora Behavioral Health Care/Charter Oak in Covina will continue to be utilized as law enforcement referral beds.

As directed by your Board, DMH and the CAO will identify future funding for the provision of the inpatient and residential beds included in this plan and report back to your Board within 90 days. It should be noted that the number of PDP and IMD beds are not specified in the respective providers' contracts and, thus, can be adjusted based upon need and/or available funding.

While this Board letter authorizes amendments to specific agreements and delegates authority for appropriate amendments to other existing agreements, DMH will return to your Board for authorization to enter into any new agreements to further implement the purposes of this plan.

The proposed actions have been reviewed and approved by County Counsel, the Chief Administrative Office, DHS Administration, and DMH's Director, Program and Fiscal Administrations.

CONTRACTING PROCESS

The proposed actions will primarily be accomplished through amendments to existing contracts and a new contract with White Memorial Medical Center. The PDP will be available to all interested and eligible FFS Medi-Cal and LPS-designated hospital providers.

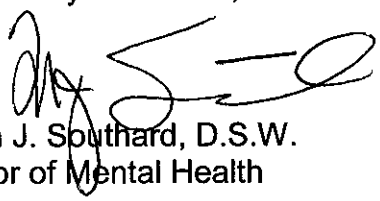
IMPACT ON CURRENT SERVICES

The proposed actions will alleviate the overcrowding in the County's hospitals PES by providing additional inpatient capacity at private hospitals and more timely discharges from the PES and inpatient units to appropriate lower levels of care. As such, these resources will enhance the mental health treatment available to those persons requiring emergency and ongoing mental health services in all areas of Los Angeles County.

CONCLUSION

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

Respectfully submitted,



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

MJS:JA:MY:RK

Attachments (9)

c: Chief Administrative Officer
County Counsel
Director, Department of Health Services
Chairperson, Mental Health Commission

JKA:KT:MM: PES BL

ATTACHMENT I

COUNTY OF LOS ANGELES

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

SAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

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

April 18, 2005

TO: Supervisor Gloria Molina, Chair
Supervisor Yvonne B. Burke
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich

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

Thomas L. Garthwaite, M.D.
Director of Health Services

SUBJECT: **ADDITIONAL RECOMMENDATIONS FOR THE DECOMPRESSION OF THE COUNTY PSYCHIATRIC EMERGENCY SERVICES**

On April 6, 2005, the Departments of Mental Health (DMH) and Health Services (DHS) submitted recommendations (Attachment) to your Board for the decompression of the County Hospitals' Psychiatric Emergency Services (PES). Subsequent to the submission of these recommendations the Directors of DMH and DHS were requested by Board Offices to explore additional strategies to relieve the increased demand on the DHS PES as well as psychiatric inpatient services. Following are additional recommendations that the Departments have agreed will further reduce the present overcrowding of the DHS PES:

- Thirty (30) additional existing Institutions for Mental Disease (IMD) beds will be dedicated to DHS, i.e., ten (10) beds per month for three months as they become available as clients are discharged.

- Twenty (20) new IMD beds will be dedicated to DHS by May 15, 2005 via redirection from other non County sources.

- The implementation of a thirty-eight bed (38) residential facility, Cedar Street, on the grounds of Metropolitan State Hospital (MSH) will allow clients ready for discharge from IMDs to transition to this lower level of care facility and thereby increase IMD bed availability for DHS patients.

- Forty-eight (48) IMD beds will be dedicated to DHS as geographically appropriate in July 2005, as a result of transition of current IMD residents to a new secure residential facility proposed in the East Los Angeles area.

- Twelve (12) crisis residential beds will be allocated at Hillview Mental Health Center as part of the Olive View Medical Center Urgent Care Center proposal. Target implementation date is May 15, 2005.

The Departments are confident that the above recommendations in addition to those presented in the April 6, 2005 memorandum will have a significant impact on our County PES in relieving the present impacted condition.

DHS has committed to temporarily add staff and facility resources to the LAC+USC psychiatric emergency room to assure a safe physical environment for patients until the other decompression strategies have proven successful. DHS will continue to review the needs at all County PES and monitor the effects of proposed decompression strategies.

The Department of Mental Health is working with the Chief Administrative Office to identify funding to operationalize these recommendations if approved by the Board of Supervisors.

Please let us know if you have any questions.

MJS:TLG:JCA:KD:jm

Attachment (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

April 06, 2005

TO: Supervisor Gloria Molina, Chair
Supervisor Yvonne B. Burke
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich

FROM: Thomas L. Garthwaite, M.D.
Director of Health Services

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

SUBJECT: JOINT RECOMMENDATIONS FOR THE DECOMPRESSION OF THE COUNTY'S PSYCHIATRIC EMERGENCY DEPARTMENTS

This is in response to your Board's request to address the increased demand on the Psychiatric Emergency Services (PES) at the four County hospitals.

During the last 18 months, the Departments have been engaged in the development of a number of programs and mechanisms to decrease the overcrowding of the PES. These efforts have had some positive impact; however they were not entirely successful in decompressing the County PES to keep at or below capacity, particularly since the inflow of patients into the PES has increased significantly. This greatly hinders any effort to ensuring a safe and manageable PES environment for patients and staff and the PES compliance with regulatory requirements placed on the Department by the Joint Commission and the Centers for Medicaid and Medicare Services (CMS).

PROPOSED JOINT SOLUTIONS

In response to Supervisor Molina's question regarding the ability to close the PES when they reach capacity, the Departments have obtained legal consultation from County Counsel. A report from County Counsel will be forwarded to your Board.

The Departments agree that the measures must have immediate impact, must lay the foundation for further measures that may be funded through the Mental Health Services Act, and must be undertaken in coordination with other agencies that are involved. These are outlined in the attached flowchart, timeline, and detailed below.

- EXPANDED DIVERSION TO FEE-FOR-SERVICE LPS-DESIGNATED HOSPITALS

  DHS and DMH have developed and operationalized the framework for using the Medical Alert Center (MAC) for directing Psychiatric Mobile Response Teams (PMRTs) to specific DHS PES. The Departments propose to expand this to include Lanterman-Petris-Short Act (LPS)-designated private hospitals as PMRT destinations when County Hospital PES' are at capacity. The next collaborative step will be to establish similar procedures with Los Angeles Police Department (LAPD). LPS designation allows hospitals to care for patients involuntarily detained on 5150 holds. Once a patient arrives at an LPS-designated emergency room, that emergency room must see the patient under the federal Emergency Medical Treatment and Active Labor Act (EMTALA) regulations. This plan can be implemented within two to three months. Additionally, DMH agrees to hold further expansion of PMRT teams pending joint assessment of the impact of these changes on PES flow.

- LPS DESIGNATION OF URGENT CARE CENTERS

  The development of Urgent Care Centers is a new approach that holds great promise for the decompression of the PES. The Departments will assess the feasibility of providing additional involuntary assessment and treatment in Urgent Care Centers in order to further reduce PES overcrowding.

- EXPANSION OF ACUTE INPATIENT AND RESIDENTIAL RESOURCES

  Effective April 2005, DMH will authorize an increase in existing contracted beds with Kedren Community Health Center, Inc., for uninsured adults to alleviate the immediate emergency situation. DMH intends to subsequently increase the number of contracted inpatient beds for uninsured persons at the facility from twenty to thirty-one.

  DMH plans to purchase an additional 10 acute psychiatric inpatient beds for uninsured clients at White Memorial Hospital dedicated to County needs. Target implementation date is July 2005.

DMH has allocated funding to purchase twelve additional beds for uninsured children and adolescents, more than doubling the current capacity effective April 19, 2005, contingent upon Board of Supervisors approval. Targeted Board hearing date is April 19, 2005.

Six DMH contracted Compass House Crisis Residential beds for uninsured clients who are clinically appropriate for this level of care have been dedicated to County PES and inpatient units since March 15, 2005.

ISSUES PENDING RESOLUTION

PES FACILITY IMPROVEMENTS

- The Departments will assess the feasibility of improving the County PES facilities in order to improve function and safety, subject to funding and other operational considerations.

ADDITIONAL RESOURCES FOR SEVERELY MENTALLY ILL

- The Departments will review resource allocation for post-acute inpatient locked residential facilities, based upon clinical needs, volume and availability.

FUNDING RESPONSIBLITIES

- The Departments will review funding issues with regard to mental health services provided by DHS as a foundation for budget recommendations to your Board.

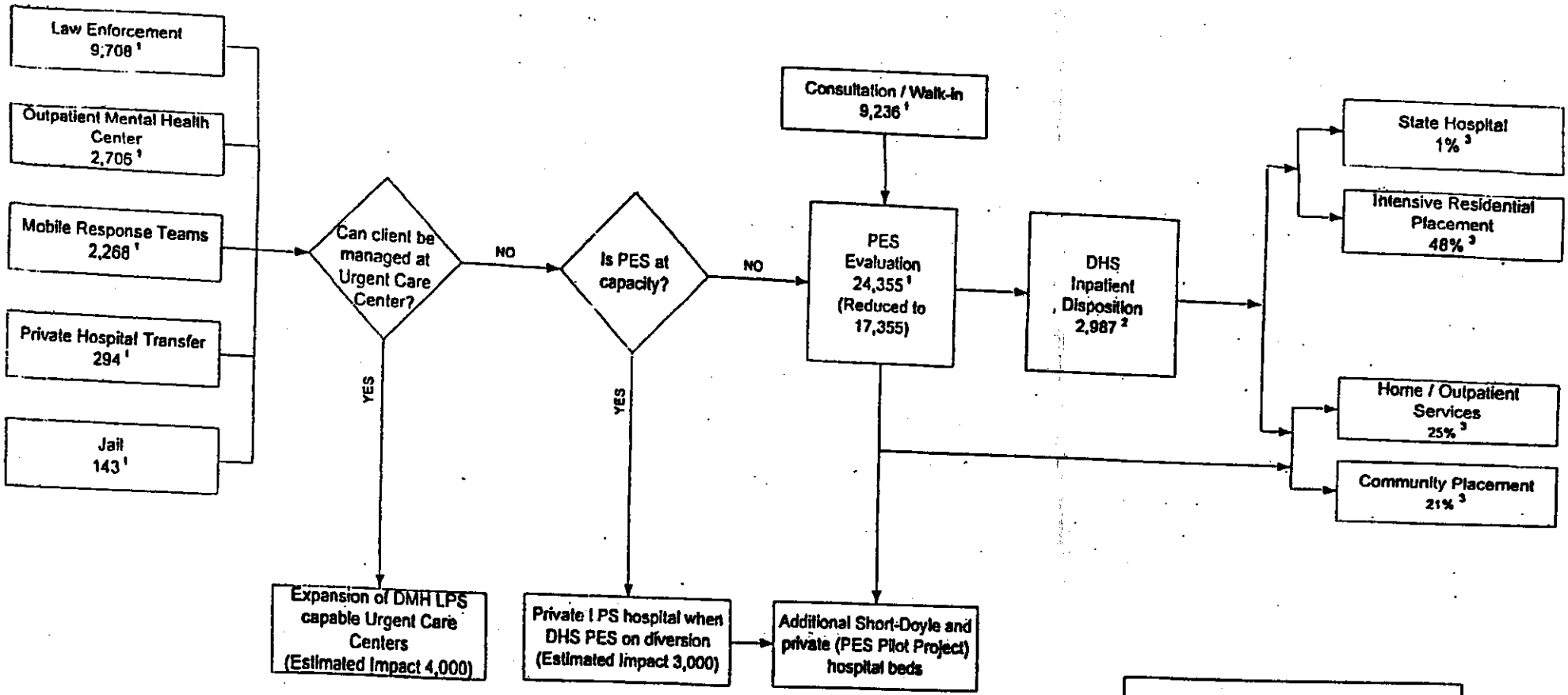
TLG/MJS:RS

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

DEPTS. OF MENTAL HEALTH (DMH) AND HEALTH SERVICES (DHS)

PROPOSED PSYCHIATRIC EMERGENCY SERVICES (PES) SYSTEM
PROCESS OF CARE FLOWCHART



[1] Data from the first two quarters of FY 2004-2005 indicates a 15% increase
[2] 148 Beds with an average length of stay of 17.4 that includes administrative days from calendar year 2003.
[3] Data based on extrapolated administrative day report from December 2004 and January 2005.

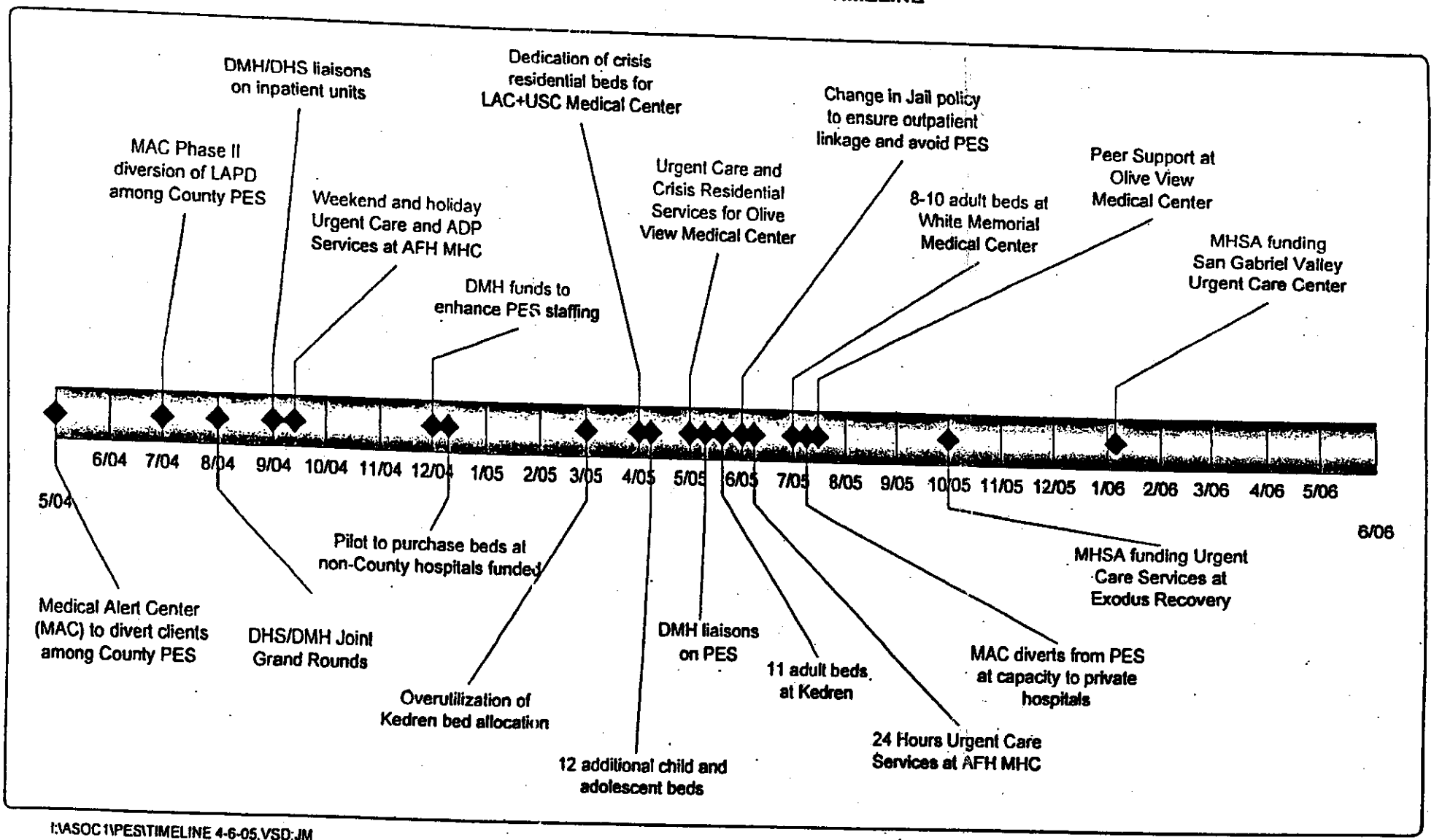
NOTE:
Shaded area represents proposed changes and projected impact on PES.

I:\ASOC1\PES\Flowcharts\PES FLOWCHART PROPOSED 4-6-05.VSD
4-6-05

ATTACHMENT II

COUNTY OF LOS ANGELES
DEPARTMENTS OF MENTAL HEALTH (DMH) AND HEALTH SERVICES (DHS)

PSYCHIATRIC EMERGENCY SERVICES (PES) RELIEF PLANS
PROJECTED IMPLEMENTATION TIMELINE



I:\ASOC1\PES\TIMELINE 4-6-05.VSD:JM
4-6-05

ATTACHMENT II

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

INPATIENT FACILITIES ELIGIBLE TO PARTICIPATE IN THE PMRT DIVERSION PLAN (PDP)

FACILITY NAME	ADDRESS	SUP. DISTRICT	SERVICE AREA	LICENSURE TYPE	CURRENTLY CONTRACTED WITH DMH
Antelope Valley Hospital	1600 W. Avenue J, Lancaster, CA 93534	5	1	General Acute Care Hospital	Yes
Aurora Charter Oak Hospital	1161 E. Covina Blvd., Covina, CA 91724	5	3	Acute Psychiatric Hospital	Yes
Aurora Las Encinas Hospital	2900 E. Del Mar Blvd., Pasadena, CA 91107	5	3	Acute Psychiatric Hospital	Yes
BHC Alhambra Hospital	4619 N. Rosemead Blvd., Rosemead, CA 91770	1	3	Acute Psychiatric Hospital	Yes
Bellflower Medical Center	9542 E. Artesia Blvd., Bellflower, CA 90706	4	7	General Acute Care Hospital	Yes
Brotman Medical Center	3828 Delmas Terrace, Culver City, CA 90231	2	5	General Acute Care Hospital	Yes
Cedars-Sinai Medical Center	8730 Alden Dr., Rm C301, Los Angeles, CA 90048	3	4	General Acute Care Hospital	Yes
Citrus Valley Medical Center/Intercommunity Campus	210 W. San Bernardino Rd., Covina, CA 91723	5	3	General Acute Care Hospital	Yes
College Hospital - Cerritos	10802 College Place, Cerritos, CA 90701	4	7	Acute Psychiatric Hospital	Yes
College Hospital - Costa Mesa	301 Victoria Street, Costa Mesa, CA 92627	Orange Co.		Acute Psychiatric Hospital	Yes
Community Hospital of Long Beach	1720 Termino Ave., Long Beach, CA 90804	4	8	General Acute Care Hospital	Yes
Del Amo Hospital	23700 Camino Del Sol, Torrance, CA 90505	4	8	Acute Psychiatric Hospital	Yes
East Valley Glendora Hospital Medical Center	150 West Route 66, Glendora, CA 91740	3	3	Acute Psychiatric Hospital	Yes
Encino Tarzana Regional Medical Center	16237 Ventura Blvd., Encino, CA 91436	3	2	General Acute Care Hospital	Yes
Glendale Adventist Medical Center	1509 Wilson Terrace, Glendale, CA 91206	5	2	Acute Psychiatric Hospital	Yes
Henry Mayo Newhall Memorial Hospital	23845 W. McBean Parkway, Valencia, CA 91355	5	2	General Acute Care Hospital	No
Huntington Memorial Hospital Della Martin Center	100 W. California Blvd., Pasadena, CA 91109-7013	5	3	General Acute Care Hospital	Yes
Intercare Health Systems, Inc. Medical Center/Ingleside Campus	1711 West Temple St., LA, CA 90026	1	3	General Acute Care Hospital	Yes
L.A. Metropolitan Medical Center	13300 S. Hawthorne Blvd., Hawthorne, CA 90250	2	8	General Acute Care Hospital	No

ATTACHMENT II

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

INPATIENT FACILITIES ELIGIBLE TO PARTICIPATE IN THE PMRT DIVERSION PLAN (PDP)

FACILITY NAME	ADDRESS	SUP. DISTRICT	SERVICE AREA	LICENSURE TYPE	CURRENTLY CONTRACTED WITH DMH
L.A. Metropolitan Medical Center	2231 S. Western Ave, Los Angeles, CA 90018	2	6	General Acute Care Hospital	Yes
Little Company of Mary - San Pedro Hospital	4101 Torrance Blvd., Torrance, CA 90503	4	8	General Acute Care Hospital	Yes
Mission Community Hospital	14850 Roscoe Blvd., Panorama City, CA 91402	3	2	General Acute Care Hospital	Yes
Northridge Hospital Medical Center - Roscoe Campus	18300 Roscoe Blvd., Northridge, CA 91328	3	2	General Acute Care Hospital	No
Pacific Hospital of Long Beach	2776 Pacific Ave., Long Beach, CA 90806	4	8	General Acute Care Hospital	Yes
Pacifica Hospital of the Valley	9449 San Fernando Road, Sun Valley, CA 91352	3	2	General Acute Care Hospital	Yes
The Regents of the University of California on behalf of UCLA NPI	10920 Wilshire Boulevard, Ste. 1010, L.A., CA 90024	3	4	General Acute Care Hospital	Yes
Sherman Oaks Hospital and Health Center	4929 Van Nuys Boulevard, Sherman Oaks, CA 91403	3	2	General Acute Care Hospital	Yes
St. Francis Medical Center	3630 Imperial Hywy, Lynwood, CA 90262	2	6	General Acute Care Hospital	Yes
USC University Hospital	1500 San Pablo Street, Los Angeles, CA 90033	1	4	General Acute Care Hospital	No
Verdugo Hills Hospital (Stepping Stone)	1812 Verdugo Blvd., Glendale CA 91208	5	2	General Acute Care Hospital	Yes
White Memorial Medical Center	1720 Cesar Chavez Ave., Los Angeles, CA 90033	1	4	General Acute Care Hospital	Yes

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

IMPLEMENTATION OF ADDITIONAL PLAN FOR RELIEF OF COUNTY HOSPITAL PSYCHIATRIC EMERGENCY SERVICES
LEGAL ENTITY AGREEMENTS AND SPECIALIZED AGREEMENTS
FY 2005-2006 ONLY

CONTRACTOR	Sup. District (HQ)	Bed Type	No. of Beds	Agreement/ Amendment Amount	MAXIMUM CONTRACT AMOUNT FY 2005-2006		Additional Cost for DMH Pharmacy for Discharge Psychiatric Medication Not Reflected in Contractor's Agreement*	TOTAL ALLOCATIONS (Includes Amendment and non-Amendment Amounts)
					Current MCA	Revised MCA		
College Hospital 10802 College Place Cerritos, CA 90701 Steven Witt CEO Specialized Agreement - Indigent Beds	4	Acute Psychiatric Inpatient Hospital	2	$ 408,800	$ 903,379	$ 1,312,179	$ -	$ 408,800
Kedren Community Health Center, Inc. 4211 South Avalon Boulevard Los Angeles, CA 90011 John H. Griffith, Ph.D. President & CEO LEGAL ENTITY (LE) # 00197	2	Acute Psychiatric Inpatient Hospital	11	$ 1,953,860	$ 19,222,083	$ 21,175,943	$ -	$ 1,953,860
White Memorial Medical Center ** 1720 Cesar Chavez Avenue Los Angeles, CA 90033 John Raffoul CFO Mental Health Services Agreement - Contract Rate	1	Acute Psychiatric Inpatient Hospital	10	$ 2,098,900	N/A	$ 2,098,900	$ 191,100	$ 2,290,000
SUB-TOTAL		Acute Psychitric Inpatient Hospital	23	$ 4,461,560	$ 20,125,462	$ 24,587,022	$ 191,100	$ 4,652,660
Gateways Hospital and MHC 1891 Effie Street Los Angeles, CA 90026 Mara Pelsman Chief Executive Officer LEGAL ENTITY (LE) # 00190	1	Secured Augmented Residential FFP Medi-Cal Revenue	48	$ 1,069,000 $ 460,000	$ 10,996,003	$ 12,525,003	$ -	$ 1,529,000
Total Amount:				$ 5,990,560	$ 31,121,465	$ 37,112,025	$ 191,100	$ 6,181,660

* DMH Pharmacy Budget will be augmented with $191,100 for psychiatric medications upon clients' discharge. This additional cost will not be reflected in the MCA.

** New Specialized Agreement with White Memorial Medical Center

ATTACHMENT IV

CONTRACT NO. DMH-_____

AMENDMENT NO. __

THIS AMENDMENT is made and entered into this ____ day of ___, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. DMH-_____, and any subsequent amendments (hereafter collectively "Agreement") **(if applicable) or** (hereafter "Agreement"); and

WHEREAS, for Fiscal Year 2005-2006 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2005-2006, County and Contractor intend to add County General Funds (CGF) in the amount of $_____ to fund _____additional acute psychiatric inpatient beds for adults to address the increased demand on the County's Psychiatric Emergency Services (PES); and

WHEREAS, for Fiscal Year 2005-2006, the revised Maximum Contract Amount will be $_____ for each fiscal year.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) shall be deleted in its entirety and the following substituted therefor:

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

_____

DOLLARS ($_____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate Service Function Code (SFC) units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 60 (NOTICES)."

2. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph K (Cash Flow Advance In Expectation Of Services/Activities To Be Rendered), Subsection(s) (1) and (2) **(if applicable)** shall be deleted in its/their entirety and the following substituted therefor:

/

/

"K. Cash Flow Advance In Expectation of Services/Activities To Be Rendered:

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

(2) A Contractor providing EPSDT Short-Doyle Medi-Cal services as part of this Agreement, may for two (2) additional consecutive months, or portion thereof, that this Agreement is in effect, request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any FFP and/or EPSDT-SGF funds designated for clients less than 21 years of age which may be part of the Maximum Contract Amount for such fiscal year as shown on the Financial Summary Page. Contractor shall specify in their request the amount of

the monthly Cash Flow Advance not to exceed $_____ per month for each of the two (2) additional consecutive months and the total Cash Flow Advance for the two (2) additional consecutive months shall not exceed $_____."

3. Financial Summary - _____ for Fiscal Year 2005-2006, shall be deleted in its entirety and replaced with Financial Summary - ____ for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - __ for Fiscal Year 2005-2006 and shall be deemed amended to state "Financial Summary - for Fiscal Year 2005-2006."

4. Contractor shall provide services in accordance with Contractor's Fiscal Year _____ Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

5. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

Amend 1 -Addl Adult Beds

ATTACHMENT V

CONTRACT NO. DMH-_____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and College Hospital - Cerritos (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. DMH-_____, (hereafter "Agreement"); and

WHEREAS, for Fiscal Year 2005-2006 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2005-2006, County and Contractor intend to add County General Funds (CGF) in the amount of $_____ to fund _____ additional acute psychiatric inpatient beds for adults to address the increased demand on the County's Psychiatric Emergency Services (PES); and

WHEREAS, for Fiscal Year 2005-2006, the revised Maximum Contract Amount will be $_____.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) shall be deleted in its entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for

the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ DOLLARS ($_____) and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable Financial Exhibit(s). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES)."

2. Financial Summary -_____ for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary-_____ for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary-_____for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary- ___ for Fiscal Year 2005-2006."

3. Contractor shall provide services in accordance with Contractor's Fiscal Year _____ Contract Package for this Agreement and any addenda thereto approved in writing by Director.

4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

College Hospital - Cerritos
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

ATTACHMENT VI

CONTRACTOR:
White Memorial Medical Center

Contract Number

Provider Number(s)

Business Address:

Reference Number

1720 Cesar E. Chavez Avenue

Los Angeles, CA 90033

Supervisorial District(s) 1

MENTAL HEALTH SERVICES AGREEMENT
CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE
INPATIENT HOSPITAL SERVICES

TABLE OF CONTENTS

	PARAGRAPH	PAGE
1.	TERM	3
2.	ADMINISTRATION	5
3.	DESCRIPTION OF SERVICES	5
4.	FINANCIAL PROVISIONS	5
5.	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	11
6.	PRIOR AGREEMENT(S) SUPERSEDED	11
7.	STAFFING	12
8.	STAFF TRAINING AND SUPERVISION	12
9.	PROGRAM SUPERVISION, MONITORING AND REVIEW	12
10.	RECORDS AND AUDITS	13
11.	REPORTS	16
12.	CONFIDENTIALITY	17
13.	PATIENTS'/CLIENTS' RIGHTS	17
14.	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	18
15.	NONDISCRIMINATION IN SERVICES	19
16.	NONDISCRIMINATION IN EMPLOYMENT	19
17.	FAIR LABOR STANDARDS	20
18.	INDEMNIFICATION AND INSURANCE	21
19.	WARRANTY AGAINST CONTINGENT FEES	22
20.	CONFLICT OF INTEREST	23
21.	UNLAWFUL SOLICITATION	23
22.	INDEPENDENT STATUS OF CONTRACTOR	23

Mental Health Service Area(s) _____ Countywide _____
K: S_____ U__X__

PO: ASOC __X__ CSOC_____ CRITICAL CARE_____

	PARAGRAPH	PAGE
23.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS	24
24.	DELEGATION AND ASSIGNMENT	24
25.	SUBCONTRACTING	25
26.	GOVERNING LAW, JURISDICTION AND VENUE	26
27.	COMPLIANCE WITH APPLICABLE LAW	26
28.	THIRD PARTY BENEFICIARIES	26
29.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	27
30.	TERMINATION FOR INSOLVENCY	27
31.	TERMINATION FOR DEFAULT	28
32.	TERMINATION FOR IMPROPER CONSIDERATION	28
33.	SEVERABILITY	29
34.	CAPTIONS AND PARAGRAPH HEADINGS	29
35.	ALTERATION OF TERMS	29
36.	ENTIRE AGREEMENT	29
37.	WAIVER	30
38.	EMPLOYMENT ELIGIBILITY VERIFICATION	30
39.	PUBLIC ANNOUNCEMENTS AND LITERATURE	30
40.	AUTHORIZATION WARRANTY	31
41.	RESTRICTIONS ON LOBBYING	31
42.	CERTIFICATION OF DRUG-FREE WORK PLACE	31
43.	COUNTY LOBBYISTS	31
44.	MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES	31
45.	CONSIDERATION FOR HIRING GAIN PARTICIPANTS	32
46.	COUNTY'S QUALITY ASSURANCE PLAN	32
47.	CHILD SUPPORT COMPLIANCE PROGRAM	32
48.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	33
49.	USE OF RECYCLED CONTENT PAPER PRODUCTS	33
50.	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	33
51.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	35
52.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	35
53.	COMPLIANCE WITH JURY SERVICE PROGRAM	36
54.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	38
55.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	38
56.	NOTICES	38

FINANCIAL EXHIBIT

1	_____
2	_____
3	_____

SERVICE EXHIBIT

A	PSYCHIATRIC INPATIENT HOSPITAL SERVICES
B	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
C	SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER
D	FACT SHEET ON "SAFELY SURRENDERED BABY LAW"

CONTRACT NO. _____

MENTAL HEALTH SERVICES AGREEMENT

CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE

INPATIENT HOSPITAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 200 __, by and between the County of Los Angeles (hereafter "County"), and _____

White Memorial Medical Center

_____

(hereafter "Contractor")

Business Address:

1720 Cesar E. Chavez Avenue

Los Angeles, CA 90033

_____

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

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

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

WHEREAS, these services shall be provided by Contractor in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, and 5751.2; including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 17601 et seq.; California Government

Code Sections 26227 and 53703; 42 United States Code Section 1396 et seq.; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Section 51516, of the California Code of Regulations; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by State Department of Mental Health; policies and procedures including specific procedures relating to contract compliance for Treatment for Authorization Request approvals developed by County; and

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

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

B. "CGF" means County General Funds;

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

D. "Director" means County's Director of Mental Health or her authorized designee;

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

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

G. "IS" means DMH's Management Information System;

H. "Contract Rate" or "CR" mean the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a day of service as defined by Director and which is shown on the Financial Exhibit(s). A Contract Rate is the gross rate of reimbursement which has been negotiated between Contractor and County for Contractor's delivery of a day of service of Acute Psychiatric Inpatient Hospital Services. The Contract Rate is an all inclusive rate that includes, but is not limited to, the cost of all physician services, psychologist services and psychiatric treatment rendered to Clients and the cost of transportation services for providing Acute Psychiatric Inpatient Hospital Services;

I. "SDHS" means State's Department of Health Services;

J. "SDMH" means State's Department of Mental Health;

K. "State" means the State of California;

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

M. "WIC" means the California Welfare and Institutions Code; and

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

NOW, THEREFORE, Contractor and County agree as follows:

1. TERM:

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

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

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

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

C. Termination:

(1) This Agreement may be terminated by either party at any time without cause by giving at least thirty days prior written notice to the other party.

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

(a) If County determines that:

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

ii. Contractor has failed to initiate delivery of services within

days of the commencement date of this Agreement; or

iii. Contractor has failed to comply with any of the provisions of Paragraphs 15 (NONDISCRIMINATION IN SERVICES), 16 (NONDISCRIMINATION IN EMPLOYMENT), 18 (INDEMNIFICATION AND INSURANCE), 19 (WARRANTY AGAINST CONTINGENT FEES), 24 (DELEGATION AND ASSIGNMENT), 25 (SUBCONTRACTING), and/or 42 (CERTIFICATION OF DRUG-FREE WORK PLACE); or

(b) In accordance with Paragraphs 30 (TERMINATION FOR INSOLVENCY), 31 (TERMINATION FOR DEFAULT), 32 (TERMINATION FOR GRATUITIES), and/or 43 (COUNTY LOBBYISTS).

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

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

(a) Contractor and County shall comply with the Termination Subsection of the Term Section of Contract Manual; and

(b) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report; and

(c) If Contractor terminates this Agreement, all costs related to all transfers of patients/clients receiving services hereunder to other agencies as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way hereunder.

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

Board of Supervisors.

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

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

3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as described in the Financial Exhibit(s) and Service Exhibit(s) and in the Program Description of Contractor's Negotiation Package for this Agreement as approved in writing by Director, including any addenda thereto as approved in writing by Director. Services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

If, during Contractor's provision of services under this Agreement, there is any substantial deviation from the services as described in Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, then Contractor shall promptly notify Director.

4. FINANCIAL PROVISIONS:

A. General: This is a Contract Rate Agreement. County agrees to reimburse Contractor during the term of this Agreement for providing mental health services hereunder in accordance with WIC Sections 5704, 5705, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; CCR Titles 9 and 22; SDMH Policy Letters; DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives. Reimbursement shall be at the Contract Rate(s), as mutually agreed upon between County and Contractor and as shown on the Financial Exhibit(s) less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, to Contractor, as described in Subparagraph G (Payment).

B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable Financial Exhibit(s). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period.

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable Financial Exhibit(s). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period.

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable Financial Exhibit(s). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period.

Notwithstanding any other provision of this Agreement, Contractor shall be entitled to reimbursement for six (6) days of Psychiatric Inpatient Hospital Services for each admission if admissions are pre-authorized by the IMD Administration-Continuing Care Program and medically necessary.

D. Government Funding Restrictions: This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those

contained in State's Budget Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

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

(1) Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2) the eligibility of patients/clients for private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall vigorously pursue and report collection of all patient/client and other revenue.

(2) All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health services specified in this Agreement.

(3) Contractor may retain any interest and/or return funds paid by County to Contractor, provided that which may be received, earned or collected from any Contractor shall utilize all such interest and return only for the delivery of mental health services specified in this Agreement.

F. Billing Procedures As Conditions Precedent To Contractor's Eligibility For Reimbursement:

(1) As an express condition precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall determine: (1) whether clients are indigent, (2) whether the Psychiatric Inpatient Hospital Services for which claim is made are covered, in whole or in part, under any other State or Federal medical care program or under any other contractual or legal entitlement, including, but not limited to, any private group indemnification or insurance program or workers' compensation, and (3) whether the Clients for whom claim is made have any

Medi-Cal Share of Cost for the particular Psychiatric Inpatient Hospital Services. Notwithstanding any other provision of this Agreement, to the extent that any such third party coverage and/or Medi-Cal Share of Cost is available, Contractor's reimbursement shall be reduced.

(2) As a further express condition precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall submit claims on the prescribed form(s) and with the appropriate allowable psychiatric accommodation codes to DMH for reimbursement for all Psychiatric Inpatient Hospital Services rendered to Clients, either directly or through subcontractors as permitted under this Agreement, in accordance with all applicable requirements.

(3) Contractor shall claim a day of service of Acute Psychiatric Inpatient Hospital Services for each Client who occupies an inpatient psychiatric bed at 12:00 midnight in Contractor's facility(ies), based on the particular services provided at that time. Contractor shall claim a day of service for the Client for the day of admission and not the day of discharge; however, a day of service may be claimed if the Client is admitted and discharged during the same day, provided that such admission and discharge is not within twenty-four hours of a prior discharge.

G. Payment: Contractor shall submit to County, claims in the form and content specified by County. Each claim shall be submitted within fourteen days of the Client's discharge date. Contractor's claims to County shall be separately itemized by Client.

On the basis of the claims and after Director's review and approval of the claims, Contractor shall receive from County payment less all revenues equal to the claims submitted and approved for that month in accordance with County policies and procedures.

If a claim is not submitted as required by County, then payment may be withheld by County.

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

I. Annual Cost Reports:

(1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor shall provide DMH with one copy of an accurate and complete Annual Cost Report in accordance with written guidelines provided to Contractor by Director.

(2) Within ten days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which such amount shall be recovered by County. Any such amount shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any such amount to County as required, then the total amount, as determined by Director, shall be immediately due and payable.

J. County Audit Settlements: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit or review regarding the Psychiatric Inpatient Hospital Services provided hereunder and if such audit or review finds that the dollar liability of County and/or Federal governments for such services is less than the payments made by County to Contractor, then the difference shall be due by Contractor to County. Within thirty days after written notification by County to Contractor of any such difference due by Contractor to County, Contractor shall pay County by one cash payment.

K. Interest Charges on Delinquent Payments: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Agreement within sixty days after the due date, as determined by Director, then Director, in her sole discretion and after written notice to Contractor, may assess interest charges at a rate equal to County's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. The interest charges shall be paid by Contractor to County by cash payment upon demand.

L. Limitation of County's Obligation Due to Nonappropriation of Funds: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

M. Contractor Requested Changes: If Contractor desires any change in the provisions of this Agreement, Contractor shall request in writing such change within the term of this Agreement.

N. Delegated Authority: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement, under the following conditions:

(1) County's total payments to Contractor under this Agreement, for each Fiscal Year of the term of this Agreement, shall not exceed or shall not be reduced by more than ten percent of the applicable Maximum Contract Amount; and

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

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

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

(5) County's Department of Mental Health Director shall notify County's Board of Supervisors and Chief Administrative Officer of all Agreement changes, in writing, within fifteen days following execution of any such amendment(s).

5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

6. PRIOR AGREEMENT(S) SUPERSEDED:

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

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION

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

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

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

7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff,

including, but not limited to, professional staff, as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Sections 5778 and all other applicable requirements of the California Business and Professions Code, WIC, CCR and State Policy Letters.

8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers. Contractor shall be responsible for the training of all appropriate staff on State and County policies and procedures as well as on any other matters that County may reasonably require.

9. PROGRAM SUPERVISION, MONITORING AND REVIEW: Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Authorized County, State and/or Federal representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

10. RECORDS AND AUDITS:

A. Records:

(1) General:

(a) Contractor shall maintain books, records, documents and other evidence as well as accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement.

(b) Contractor shall maintain all the information described in Subparagraph (a) in accordance with generally accepted accounting principles.

(c) Contractor shall maintain medical records required by CCR Title 22, Sections 70747 through 70751, and other records relating to a Client's eligibility for services, the

services rendered, the Client to whom the services were rendered, the date(s) of service, the medical necessity of the services, and the quality of the care provided. Records shall be maintained in accordance with CCR Title 22, Section 51476.

(d) In addition, Contractor shall comply with any additional record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in this Agreement.

(2) Client Records: Contractor shall maintain treatment and other records of all services in accordance with all applicable County, State and Federal requirements on each individual Client which shall include, but not be limited to, Client identification number, IS Client face sheet, all data elements required by IS, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary.

All such records shall be maintained by Contractor for a minimum period of seven years following discharge of the Client or termination of services (except that the records of unemancipated minors shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until any litigation, claim, negotiation, County, State and/or Federal audit, and/or other action involving the records, is fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(3) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and all guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request.

The entries in all financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) and other guidelines, standards, and procedures which may be provided by County to Contractor.

All such records shall be maintained by Contractor for a minimum period of seven years following the expiration or termination of the Agreement, or until any litigation, claim, negotiation, County, State and/or Federal audit, and/or other action involving the records, is fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(4) Preservation Of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within seventy-two hours thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the Client, financial, and other records referred in this Paragraph.

B. Audits:

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

(2) County, State and/or Federal governments may, in their sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement, and if the results of any fiscal and/or program review requires a corrective plan of

action, Contractor shall submit such a plan no later than thirty days after receiving the findings of the fiscal and/or program review.

(3) County, State and/or Federal governments may conduct onsite reviews and audits during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment is not possible or is inappropriate to the nature of the intended visit.

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

(5) Federal Access To Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

11. REPORTS:

A. Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement.

In no event may County require such reports unless it has provided Contractor with at least thirty days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B Information System (IS):

(1) Contractor shall participate in IS as required by Director. Contractor shall report to County, all program, Client, staff, and other data and information about Contractor's services, within the specified time periods as required by DMH's Information Systems Procedure Manual and Reports Reference Guide and any other County requirements.

(2) After the close of the monthly IS reporting period, no data and information relating to services for that month may be added without the written approval of Director.

(3) There may be good cause reasons that prevent Contractor from entering into IS all data and information documenting days of service of Acute Psychiatric Inpatient Hospital Services before the close of a particular month. If, after the close of the monthly IS reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor from timely entering such particular data and information into IS. Director may, at her sole discretion, approve in writing Contractor's request to enter the data and information into IS. Notwithstanding any other provision of this Agreement, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into IS.

(4) Contractor shall train its staff in the operation, procedures, policies, and all related use, of IS as required by County.

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

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

13. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22, including, but not limited to, Section 70707. Contractor shall also comply with all patients' rights policies provided by County. Contractor shall post in a conspicuous place a written policy on patients' rights in accordance with WIC Section 5325 and CCR Title 22, Section 70707.

SDMH, County Patients' Rights Advocates and/or other DMH staff designated by Director, and any other authorized agencies shall be given access by Contractor to Clients, Clients records, and Contractor's personnel in order to investigate any complaints by Clients and/or to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

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

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

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor, and all persons

employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a statement on a form provided by Contractor in accordance with the above code sections to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Although clerical and other non-treatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

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

(4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

15. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 15, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that

provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap.

16. NONDISCRIMINATION IN EMPLOYMENT:

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

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, marital status, physical handicap, or political affiliation.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 16 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 16, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

18. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County and County Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all liability or expense, including defense costs and legal fees, arising from or connected with claims for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage, including physical damage or loss of Contractor's property in the care, custody or control of Contractor.

B. Insurance: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following

programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and shall be primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage shall be delivered to Chief, Contracts Development and Administration Division prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain express conditions that County is to be given written notice by registered mail at least thirty days in advance of any modification or termination of insurance.

Failure by Contractor to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

(1) Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include, but not be limited to:

(a) General Liability: General liability insurance written on a commercial or comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit should be three times the occurrence limit.

ii. If written on a Claims Made Form, Contractor shall continue to name the County of Los Angeles as an additional insured or provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

(b) Comprehensive Auto Liability: Comprehensive auto liability insurance endorsed for all Contractor owned, non-owned, and hired vehicles (involved in the provision of services under this Agreement) with a combined single limit of at least ONE MILLION DOLLARS ($1,000,000) per occurrence.

(2) Professional Liability: A program of professional liability insurance covering liability arising from any error, omission, or negligent act of Contractor, its officers, employees,

agents, or subcontractors, with a limit of liability of at least ONE MILLION DOLLARS ($1,000,000) per medical incident per medical malpractice liability, or of not less than TWO MILLION DOLLARS ($2,000,000) per occurrence for all other types of professional liability.

If written on a claims made form, the Contractor shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

(3) Workers' Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a ONE MILLION DOLLARS ($1,000,000) limit, covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.

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

20. CONFLICT OF INTEREST:

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

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter

becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

22. INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

23. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff after the effective date of this contract.

24. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without the prior written consent of County, and any prohibited delegation or assignment shall be null and void. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim which Contractor may have against County.

25. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 25. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to

County, in accordance with the Subcontracting Section of Contract Manual, for County's written approval to enter into the particular subcontract and shall otherwise comply with such Subcontracting Section. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

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

C. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

D. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 25 or a blanket consent to any further subcontracting.

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

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 25, including, but not limited to, consenting to any subcontracting.

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

exclusively in the County of Los Angeles, California.

27. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

30. TERMINATION FOR INSOLVENCY:

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

any of the following:

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

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

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

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

B. The rights and remedies of County provided in this Paragraph 30 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31. TERMINATION FOR DEFAULT:

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

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

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

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

excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

Contractor shall immediately report any attempt by a Count officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision for the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

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

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

35. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Exhibit(s) or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless

made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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

1. Financial Exhibit(s) _____
2. Service Exhibit(s) _____
3. Contractor's Negotiation Package.

37. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its

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

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

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

41. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

42. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to,

marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing.

43. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

44. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall include a review of compliance with this Paragraph 44.

45. CONSIDERATION FOR HIRING GAIN PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment opening to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

46. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of

Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

47. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Acknowledgement of County's Commitment to Child Support Enforcement: The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA Most Wanted: Delinquent Parent's" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

B. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

(1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

Section 706.031 and Family Code Section 5246(b)".

48. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

49. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

50. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the Ordinance are effective for this contract, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisor finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim

against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors/subconsultants of County Contractors.

51. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or part. Contractor shall indemnify and hold

County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that it is a *'Covered Entity'* under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *Transactions and Code Sets, Privacy, and Security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

/

53. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to

perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach."

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and now how to safely surrender a baby. The fact sheet is set forth in Exhibit _ of this Agreement and is also available on the Internet www.babysafela.org for printing purposes.

55. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

56. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: White Memorial Medical Center
1720 Cesar E. Chavez Avenue
Los Angeles, CA 90033
Attention: _____

To County : Department of Mental Health
Contracts Development and
Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020
Attention: Chief

/

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

COUNTY OF LOS ANGELES

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

White Memorial Medical Center
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

Provider No._____

SERVICE EXHIBIT

PSYCHIATRIC INPATIENT HOSPITAL SERVICES

White Memorial Medical Center

(MODE OF SERVICE 05)

1. GENERAL: Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital Services.. Each Contractor facility that renders Psychiatric Inpatient Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, (2) be secure, (3) meet all CCR Titles 9 and 22 staffing standards for inpatient services, (4) provide a twenty-four hour psychiatric treatment program and (5) be designated by County as a facility to hold patients under WIC Section 5150.

Psychiatric Inpatient Hospital Services shall not include any services related to alcohol or drugs and these services shall not be reimbursable under this Agreement, except where the services related to alcohol or drugs are incidental to a primary diagnosis of mental illness. Where alcohol and drugs, and mental illness, are dually diagnosed, Psychiatric Inpatient Hospital Services may be reimbursed under this Agreement only if the primary diagnosis is mental illness.

Notwithstanding any other provision of this Agreement, except as specifically approved in writing by Director, Contractor shall assure that at no time: (1) shall any child or adolescent under the age of 18 years receive any Psychiatric Inpatient Hospital Services in a ward or unit designated for adults receiving Psychiatric Inpatient Hospital Services and (2) shall any adult receive any Psychiatric Inpatient Hospital Services in a ward or unit designated for children or adolescents under the age of 18 years receiving Psychiatric Inpatient Hospital Services.

2. SERVICE LOCATION(S):

Except as authorized by County pursuant to Paragraph 25 (SUBCONTRACTING), Contractor shall provide all Psychiatric Inpatient Hospital Services under this Agreement only at the following Contractor facility(ies): 1720 Cesar E. Chavez Avenue, Los Angeles, CA 90033 .

Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at any such location(s) and/or before commencing such services at any other location(s).

3. PERSONS TO BE SERVED:

Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Non-Medi-Cal clients: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the characteristics described in Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, (3) for whom County is responsible for determining eligibility accordance with CCR Title 22, and (4) who are referred to Contractor and pre-authorized by the IMD Administration-Continuing Care Unit, and admitted with the consent of the Director or his/her designee..

The duration of any Client's Acute Psychiatric Inpatient Hospital Services shall be determined by those days necessary to ensure that the Client is not a danger to self or others or gravely disabled due to a mental disability.

4. EMERGENCY MEDICAL TREATMENT: Clients who are provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's Contracts Development and Administration Division at least ten days prior to the commencement of services under this Agreement.

5. NOTICE OF ACTION AND STATE FAIR HEARING PROCESS: Pursuant to the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by SDMH, Contractor shall give the client a written notice of action whenever reimbursement for a planned admission is denied or whenever continued stay services are reduced or terminated by County (mental health plan) while the client remains in Contractor's facility(ies). The procedures and requirements for State's fair hearing process shall be the same as CCR Title 22, Section 51014.1

and shall be in accordance with DMH's Quality Management Plan.

6. NOTIFICATION OF DEATH: Contractor shall immediately notify Director upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the deceased's MIS identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

7. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures, to establish and maintain a complete and integrated quality improvement system. In conformance with these provisions, Contractor shall establish: (1) a utilization review process; (2) an interdisciplinary peer review of the quality of client care; and (3) monitoring of medication regimens of clients. Medication monitoring shall be conducted in accordance with County policy. A copy of Contractor's quality improvement system plan shall be available to DMH's Quality and Outcome Bureau for review and written approval prior to Contractor's submission of any claims for services hereunder.

8. CLIENT EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a written questionnaire to certain clients at the time of admission in accordance with DMH policies and procedures. The questionnaire shall be approved by SDHS and offer the client the opportunity to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained in Contractor's file for at least four years and shall be made available to authorized agents of County, State and/or Federal governments.

9. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES: Contractor shall provide Acute Psychiatric Inpatient Hospital Services to clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by the Director, for the term of this Agreement.

Acute Psychiatric Inpatient Hospital Services consist of twenty-four hour intensive service in

a facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, that provides psychiatric treatment with the specific intent to ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a mental disability as determined by qualified mental health professional staff of the facility. Twenty-four hour psychiatric care may be necessary to relieve recent and serious dysfunction in social, occupational or family relations where a less secure environment may lead to a deterioration in dysfunction and in turn lead to symptoms of danger to self, others, or grave disability due to a mental disability as determined by qualified mental health professional staff of the facility. Grave disability is defined as the inability to provide for food, clothing, shelter or access to other resources without which the client is in grave danger to self.

Acute Psychiatric Inpatient Hospital Services shall include, but are not limited to:

A. Admission services twenty-four hours a day, seven days a week;

B. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;

C. Three balanced and complete meals each day;

D. Twenty-four hour supervision of all clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

E. Physical examination and medical history within twenty-four hours of admission;

F. Laboratory services when medically indicated;

G. X-Rays;

H. Electrocardiograms (EKG) and electroencephalograms (EEG);

I. Medication supervision and/or maintenance program;

J. Support to psychiatric treatment services, including, but not limited to, daily patient review;

K. Support to psychological services;

L. Social work services ,including discharge planning and referral;

M. Nursing services;

N. Recreational therapy services;

O. Occupational therapy services;

P. Electroconvulsive therapy services when appropriate in accordance with WIC Section 5326.7 et seq.;

Q. Recommendation for further treatment, conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to client needs;

R. Prior to discharge of any client, preparation and transmittal of a written aftercare plan in accordance with California Health and Safety Code Section 1284 and WIC Section 5622. Each aftercare plan shall be submitted to Director at the time of discharge of the client; and

S. Maintenance of a daily attendance log for each day of service provided hereunder.

ATTACHMENT VII

CONTRACT NO. DMH-_____

AMENDMENT NO._____

THIS AMENDMENT is made and entered into this ___ day of _____, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, effective upon the date of Board approval, for Fiscal Year 2005-2006 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, effective upon the date of Board approval, for Fiscal Year 2005-2006, the purpose for this Amendment is to establish a Psychiatric Mobile Response Team (PMRT) Diversion Program (PDP) under the direction of the Department of Health Services (DHS) Medical Alert Center (MAC) and limited to clients who are uninsured. The PDP is designed to alleviate the overcrowding in the County Hospital Psychiatric Emergency Services (PES) when all PES are operating at capacity by diverting clients to the participating private hospitals; and

WHEREAS, County and Contractor intend to amend the Mental Health Services Contract Fee-For-Services Medi-Cal Psychiatric Inpatient Hospital Services Agreement to add a specific a new Service Exhibit B (Psychiatric Inpatient Hospital Services PMRT Diversion Program) that establishes a PDP with a specific case rate.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Service Exhibit B (Psychiatric Inpatient Hospital Services PMRT Diversion Program) for the PDP, attached hereto and incorporated herein by reference, shall be added to the Agreement.

2. Contractor shall provide services in accordance with Contractor's Fiscal Year _____ Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development
and Administration Division

FFS Inpt. Amend: Addit Beds

SERVICE EXHIBIT B
PSYCHIATRIC INPATIENT HOSPITAL SERVICES
PMRT DIVERSION PROGRAM
(MODE OF SERVICE 05)

1. STATEMENT OF WORK:

Los Angeles County – Department of Mental Health (LAC-DMH) contracts for Acute Inpatient Hospital Services and Administrative Day Services provided by hospitals certified for Fee For Service (FFS) Medi-Cal services and designated under the Lanterman-Petris-Short (LPS) Act to detain, evaluate and provide treatment to Clients pursuant to Welfare and Institutions Code (WIC) Section 5150. The purpose of this Addendum to the FFS Medi-Cal Psychiatric Inpatient Hospital Services Mental Health Services Agreement is to contract with qualified providers for Acute Psychiatric Inpatient Hospital Services and Administrative Day Services for uninsured Clients under the Psychiatric Mobile Response Team (PMRT) Diversion Program (PDP).

2. GENERAL:

Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital Services and Administrative Day Services. Each Contractor facility that renders Psychiatric Inpatient Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, (2) be secure, (3) meet all California Code of Regulations (CCR), Titles 9 and 22 staffing standards for inpatient services, (4) provide a twenty-four hour psychiatric treatment program and (5) be eligible, as determined by LAC-DMH, as a facility to detain and treat Clients under WIC Section 5150.

LPS designation is authorized by State law through the Local Mental Health Director (Director). This designation allows facilities to evaluate and treat persons involuntarily detained under the LPS Act. This designation will be granted to those facilities that

fully comply with the criteria and process requirements set forth in the "Los Angeles County – Department of Mental Health Designation Guidelines and Process for Facilities and Staff for Involuntary Evaluation and Treatment of Mentally Disordered Persons."

Psychiatric Inpatient Hospital Services shall not include any services related to alcohol or substance abuse and these services shall not be reimbursable under this Agreement, except where the services related to alcohol or substance abuse are incidental to a primary diagnosis of mental illness. Where alcohol and drugs and mental illness, are dually diagnosed, Psychiatric Inpatient Hospital Services may be reimbursed under this Agreement only if the primary diagnosis is mental illness.

Notwithstanding any other provision of this Agreement, except as specifically approved in writing by Director, Contractor shall assure that at no time: (1) shall any child or adolescent under the age of 18 years receive any Psychiatric Inpatient Hospital Services in a ward or unit designated for adults receiving Psychiatric Inpatient Hospital Services and (2) shall any adult receive any Psychiatric Inpatient Hospital Services in a ward or unit designated for children or adolescents under the age of 18 years receiving Psychiatric Inpatient Hospital Services.

Psychiatric Inpatient Hospital Services are generally described in the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by SDMH.

3. PERSONS TO BE SERVED:

A. Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Clients: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the characteristics described in the Contract Package, as approved in writing by Director, (3) who are referred to Contractor by the Department of Health Services Medical Alert Center (MAC) and brought to Contractor by DMH PMRT.

B. Contractor shall provide Administrative Day Services to those Clients: (1) who are referred to Contractor by the MAC and brought to Contractor by DMH PMRT, (2) who have been provided more than 17 days of Acute Psychiatric Inpatient Hospital Services, (3) who are on temporary LPS conservatorship, (4) meet medical necessity criteria, and (5) for whom appropriate residential placement has not been secured.

C. The duration of any Client's Acute Psychiatric Inpatient Hospital Services hereunder shall not exceed the lesser of: (1) those days necessary to ensure that the Client is not a danger to self or others or gravely disabled due to a mental disability or (2) those days when it is unsafe or inappropriate to treat the Client at a non-acute level of care, or (3) those days authorized by Director or his designee. The duration of any Client's Administrative Day Services hereunder shall not exceed those days necessary to obtain non-acute psychiatric services at the lowest level of care appropriate to the Client's need.

4. FINANCIAL PROVISIONS:

Participating hospitals will be compensated with Short/Doyle funds at a pre-determined case rate. PDP funding will be allocated on a monthly basis until the monthly allocation has been fully utilized. Funding not utilized in a given month shall be available in the next month's allocation.

The participating hospital shall be reimbursed during the term of this Agreement for Psychiatric inpatient hospital services provided to clients at a case rate of $2,500.00 for each eligible admission. Should the Mental Health Court grant a temporary conservatorship, DMH will reimburse the hospital at an Administrative Day rate of $289.13 per day after the 17th day of hospitalization until an appropriate placement has been obtained. The rate shall cover all services, including, but not limited to, medical ancillaries provided by the hospital, physician services, psychologist services, medications, and transportation.

The hospital shall be entitled to reimbursement only: (1) if the client is referred to the participating hospital by DMH PMRT under the direction of the MAC (2) and if the client is determined to be indigent or if the hospital has obtained a protected Medi-Cal filing date (3) and if admission meets Medi-Cal medical necessity criteria (4) and if admission is not a readmission to a psychiatric inpatient service, emergency room, or psychiatric urgent care center within twenty-four hours of discharge from the participating hospital.

As an express condition precedent to eligibility for reimbursement under this Agreement, the participating hospital shall determine: (1) whether the Psychiatric Inpatient Hospital Services for which the claim is made are covered, in whole or in part, under any other State or Federal medical care program or under any other contractual or legal entitlement, including but not limited to, any private group indemnification or insurance program or workers' compensation and (2) whether the client for whom claim is made have any Medi-Cal Share of Cost for the particular Psychiatric Inpatient Hospital Services. Notwithstanding any other provision of this Agreement, to the extent that any third party coverage and/or Medi-Cal Share of Cost is available, the hospital's reimbursement shall be reduced.

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

In accordance with the Health Insurance Portability and Accountability Act (HIPAA), Contractor(s) shall have effective systems and procedures fully implemented to ensure the confidentiality, security, integrity, and accessibility of Client health information, including a plan for the storage and protection of filed medical records to protect against any/all unauthorized access, intrusion and damage.

6. PERSONNEL/STAFFING:

The minimum ratio of full-time professional personnel/staff to inpatient Clients shall at all times be in conformance with all relevant laws, regulations, rules and LAC-DMH policies and procedures.

In addition, the facility must determine staffing requirements based on assessment of Client needs, as per CCR, Title 22 Sections 70213 and 70215, or 71213 and 71215, as applicable. Contractor(s) shall, upon request, make available for review to the Director or his/her designee documentation of the methodology used in making staffing determinations.

7. PSYCHIATRIC EMERGENCY RESPONSE:

Contractors shall not maintain, utilize, or otherwise arrange for mobile 5150 assessment personnel or processes outside the confines of the Contractor's facility without the written consent of the Director or his/her designee.

8. TEMPORARY ABSENCES OF CLIENTS FROM CONTRACTOR'S FACILITY(IES):

Contractor may be reimbursed within the PDP payment guidelines for the for temporary absences of Clients from Contractor's facility(ies) where: (1) the Clients are expected to return to Contractor's facility(ies) and (2) the temporary absences are therapeutically indicated and approved in writing by Director. Reimbursement for temporary absences shall be claimed by Contractor at the Contract Allowable Rate for Administrative Day Services.

The purpose and plan of each temporary absence, including, but not limited to, specified leave and return dates, shall be incorporated in progress notes in the Client's case record.

9. EMERGENCY MEDICAL TREATMENT:

Clients who are provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall

not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's Contracts Development and Administration Division at least ten days prior to the commencement of services under this Agreement.

10. NOTIFICATION OF DEATH:

Contractor shall immediately notify the Director or his designee, upon becoming aware of the death of any Client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the deceased's Integrated System (IS) identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

11. QUALITY ASSURANCE AND IMPROVEMENT:

Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement and assurance policies and procedures, to establish and maintain a complete and integrated quality improvement system. Contractor shall comply with DMH's quality assurance efforts and specified procedures intended to ensure quality of care. In conformance with these provisions, Contractor shall establish: (1) a utilization review process; (2) an interdisciplinary peer review of the quality of Client care; and (3) monitoring of medication regimens of Clients. Medication monitoring shall be conducted in accordance with County policy. A copy of Contractor's quality improvement system plan shall be available to DMH's Quality and Outcome Bureau for review and written approval prior to Contractor's submission of any claims for services hereunder. The Contractor shall agree to ongoing utilization review by DMH.

12. CLIENT EVALUATION OF CONTRACTOR'S SERVICES:

Contractor shall provide a written questionnaire to certain Clients at the time of admission in accordance with DMH policies and procedures. The questionnaire shall be approved by SDHS and offer the Client the opportunity to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained in Contractor's file for at least four years and shall be made available to authorized agents of County, State and/or Federal governments.

13. NOTIFICATION OF EVALUATION AND/OR ADMISSION:

Contractor(s) shall request information from, and must involve, mental health care entities providing services to the Client in order to support continuity of care.

If the Client is receiving care from LAC-DMH, Contractor's evaluating professional staff must first attempt to obtain information regarding treatment information and the LAC-DMH designated Single Fixed Point of Responsibility (SFPR) from the IS Client Identification Screen, Client, or significant other. If such information cannot be obtained from the IS Client Identification Screen, Client, or significant other, then the evaluating professional staff must contact 1-800-854-7771 to request information regarding the LAC-DMH designated Single Fixed Point of Responsibility (SFPR).

Contractor shall notify the SFPR regarding all PDP acute psychiatric inpatient admissions in conformance with LAC-DMH policies and procedures relative to admission, inpatient care, treatment and discharge planning, and follow-up related to the status of the Client as identified on the IS Client Identification Screen. Failure to notify the SFPR of the admission of an Intensive Service Recipient (ISR) could result in administrative denial of payment.

Contractor will notify Office of the Public Guardian of the admission of any Clients who are publicly conserved. In the event Beneficiaries are not publicly conserved, as

necessary in the opinion of Contractor, Contractor shall evaluate clients regarding their need for conservatorship and will be obligated to pursue conservatorship for qualifying individuals. Contractor shall notify the SFPR and the Office of the Public Guardian in a timely fashion of any Clients who need to be conserved (e.g., on the 10th day of a 14 day hold). Contractor will have responsibility for transporting inpatients to and from conservatorship hearings.

14. CONTRACTOR'S OBLIGATION TO ATTEND/PARTICIPATE IN MEETINGS:

Contractor's appropriately qualified clinical staff shall regularly attend and participate in all discharge planning meetings/activities involving the Los Angeles County Departments of Children and Family Services, Department of Mental Health, Department of Probation, and other meetings DMH determines relevant to the provision of services.

Contractor(s) staff, representing the facility and specifically the Acute Inpatient Psychiatric program, will work collaboratively with Geographic/Service Area Managers to develop a partnership for the purpose of improving continuity and quality of care for Clients.

Contractor shall provide weekly meetings for hospitalized Clients to address the treatment plan, interventions, progress toward goals, and suggested modifications of same, and shall inform and invite the Service Area FFS Liaison and the Client's SFPR to these meetings in order to ensure continuity of care.

15. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:

Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Clients in accordance with Contractor's Package and any addenda thereto, as approved in writing by the Director, for the term of this Agreement.

Acute Psychiatric Inpatient Hospital Services consist of twenty-four hour intensive service in a facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, that provides psychiatric treatment with the specific intent to ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a mental disability as determined by qualified mental health professional staff of the facility. Acute Psychiatric Inpatient Hospital Services shall include, but are not limited to:

A. Twenty-four (24) hour a day, seven day a week mental health admission, evaluation, referral, and treatment services, and all necessary mental health treatment and care required for the entire period the individual is in the facility. (WIC 5152);

B. Services provided in conformance to all provisions in the Welfare and Institutions Code Division 5, and accompanying regulations, and Department policies regarding evaluation, treatment, patients' rights, and due process;

C. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;

D. Three balanced and complete meals each day;

E. Twenty-four hour supervision of all Clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

F. Physical examination and medical history within twenty-four hours of admission;

G. Laboratory services when medically indicated;

H. X-Rays when medically indicated;

I. Electrocardiograms (EKG) and electroencephalograms (EEG) when medically indicated;

J. Medication supervision and/or maintenance program;

K. Support to psychiatric treatment services, including, but not limited to, daily patient review;

L. Support to psychological services;

M. Social work services;

N. Nursing services;

O. Recreational therapy services;

P. Occupational therapy services;

Q. Ongoing self-monitoring and analysis of numbers of seclusion and restraint episodes involving the staff on the unit(s), including ensuring staff are apprised of the results of the ongoing monitoring;

R. Contractor shall, as required by the SDMH, provide the Therapeutic Behavioral Services (TBS) notice, and the general Early Periodic Screening Diagnosis and Treatment (EPDST) informational notice, both prepared by the SDMH pertaining to all children qualified as Medi-Cal beneficiaries under the age of 21 at the time of their emergency psychiatric hospitalization to the adult responsible for the child at the same time such notices are provided to the child being treated by the Contractor. Contractor shall provide written documentation that adult and child received these notices to the

Children's System of Care Countywide Services Bureau of the LAC-DMH within three (3) days of any admission;

S. Recommendation for further treatment, conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to Client needs (The form that will be used to convey this aftercare plan will be the LAC-DMH form titled, AFTERCARE/DISCHARGE PLAN AND RECOMMENDATIONS);

T. For discharge planning, honoring the preference of the Client and/or the parent of a minor, conservator, or legal guardian for the type and location of the desired aftercare facility if administratively feasible and clinically appropriate.

U. For discharge planning, consideration of the proximity of the aftercare facility to the client's own community, family and support system.

V. Aftercare/discharge plan and procedures:

1) Contractor(s) shall ensure that all Clients have a discharge plan. The LAC DMH FFS liaison and the SFPR will participate in the development of the discharge plan. Reasonable efforts shall be made to ensure that all Clients have appropriate housing or residence upon discharge. The plan shall include a specific appointment or time at which Clients are expected to appear at an outpatient site. If the Client has either a private conservator or the Public Guardian as temporary or permanent conservator, the hospital must involve the conservator in the discharge process, give prior notice before discharge and obtain, or document efforts to obtain, the conservator's approval prior to discharge.

2) Contractor shall maintain a comprehensive and current referral source list, including all relevant treatment resources in the Client's area.

3) If the Client requires continued care and treatment, Contractor(s) shall ensure that, upon discharge, Clients receive appropriate referrals to community agencies and suitable placement, as evidenced by documentation in the Discharge and Aftercare Plan stipulating the following:

a) Clients requiring care and supervision will only be placed in licensed facilities;

b) Contractor(s) shall implement and administer procedures for ensuring that all referrals to community placements, are clean, safe and, if necessary, supervised environments; and

c) Contractor(s) serving older adults will adhere to the following recommendations developed by the Office of the Medical Director: "Parameters for the Initial Psychiatric Assessment of Older Adults in Emergency Rooms and on Inpatient Units" and "Parameters for Discharge Planning for Older Adults".

W. At the time of discharge of a Client, submission of a formal written aftercare plan to the SFPR and/or appropriate LAC-DMH program agency responsible for coordinating care for the Client being discharged.

X. Submission of a formal written aftercare plan to the Director or his/her designee, at the time of discharge of the Client.

Y. Maintenance of a daily census log and appropriate documentation of each day of service provided hereunder, in accordance with State regulatory (Title 9, Chapter 11) medical necessity reimbursement requirements.

16. PROGRAM ELEMENTS FOR ADMINISTRATIVE DAY SERVICES:

Contractor shall provide Administrative Day Services to Clients in accordance with

Contractor's Package and any addenda thereto, as approved in writing by the Director, for the term of this Agreement.

Administrative Day Services consist of twenty-four hour service for a room in a facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, with less than full psychiatric treatment being provided where the Client is ready for a lower level of psychiatric services. Administrative Day Services are the services necessary to provide room and board after all attempts at providing alternative non-acute psychiatric services have been exhausted and shall apply to a Client awaiting such alternative non-acute psychiatric services. The facility shall implement and document an active placement effort on behalf of each Client each day, excluding Saturdays, Sundays, and County-observed holidays, until such time as the Client is successfully placed or no longer requires additional treatment.

Administrative Day Services shall include, but are not limited to:

A. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;

B. Three balanced and complete meals each day;

C. Twenty-four hour supervision of all Clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

D. Social work services, including discharge planning and referral;

E. Nursing services;

F. Recommendation for further treatment, conservatorship, or referral to

other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to Client needs;

G. At the time of discharge of a Client, submission of a formal written aftercare plan to the SFPR and/or the appropriate LAC-DMH program agency responsible for coordinating care for the Client being discharged.

H. Submission of a formal written aftercare plan to the Director or his/her designee, at the time of discharge of the Client.

I. Maintenance of a daily census log and appropriate documentation for each day of service provided hereunder in accordance with State regulatory (Title 9, Chapter 11) medical necessity reimbursement requirements.

J. Compliance with DMH's quality assurance efforts intended to ensure quality of care for Clients.

PINK

76R 352M 11/83

ATTACHMENT IX

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

request for appropriation adjustment

Dept's. No. 060

department of CHIEF ADMINISTRATIVE OFFICE

July 6, 2005

Auditor-Controller.

the following appropriation adjustment is deemed necessary by this department. will you please report as to accounting and available balances and forward to the Chief Administrative Officer for his recommendation or action.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2005-06

3 - VOTES

SOURCES	USES
PROVISIONAL FINANCING USES Services and Supplies A01-BS-13761-2000 $11,679,000	PROVISIONAL FINANCING USES Federal Medi-Cal A01-BS-13761-9025 $765,000
DEPARTMENT OF MENTAL HEALTH Federal Medi-Cal A01-MH-20500-9025 $460.000	DEPARTMENT OF MENTAL HEALTH Services and Supplies A01-MH-20500-2000 $11,374,000

JUSTIFICATION

To transfer $10,914,000 in net County cost from Provisional Financing Uses to the Department of Mental Health to implement the joint recommendation of the Departments of Mental Health and Health Services to decompress County hospitals' Psychiatric Emergency Services and psychiatric inpatient services.

S. Kikkawa

Sid Kikkawa, Division Chief

Chief Administrative Officer's Report

Referred to the Chief Administrative Officer for --- action

✓ Recommendation

auditor-controller by Helen Fung

no. 4 JULY 7 2005

Approved as Requested as Revised

July 11 2005 Gregory Pelk

FOR chief administrative officer

approved (as revised): board of supervisors 20

by

deputy county clerk