**COUNTY OF LOS ANGELES**

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Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

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**DEPARTMENT OF MENTAL HEALTH**

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June 01, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
32 JUNE 1, 2010
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

**APPROVAL TO RENEW MENTAL HEALTH SERVICES AGREEMENTS WITH 26 FEE-FOR-SERVICE MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITALS AND ONE UNIQUE FEE-FOR-SERVICE MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL**
**(ALL SUPERVISORIAL DISTRICTS)**
**(3 VOTES)**

## SUBJECT

Request approval to renew Contract Allowable Rate - Fee-for-Service Medi-Cal Acute Psychiatric Inpatient Hospital Services Agreements to allow uninterrupted, medically-necessary acute psychiatric inpatient hospital and administrative day services to Medi-Cal eligible clients, and Psychiatric Outreach Team Diversion Program services to indigent clients.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute renewals of 26 Contract Allowable Rate - Fee-for-Service (FFS) Medi-Cal Acute Psychiatric Inpatient Hospital (Hospital) Services Agreements (Attachment A) and one unique FFS Hospital Services Agreement (Attachments B) for Fiscal Years (FYs) 2010-11, 2011-12, 2012-13, 2013-14 and 2014-15 for the provision of acute psychiatric inpatient hospital, administrative day, as well as Psychiatric Outreach Team Diversion Program (PDP) services. The term of each FFS Hospital Services Agreement (total of 27) will be effective July 1, 2010 through June 30, 2011, with a provision for four one-year renewal periods. The estimated cost of these FFS Hospitals is $28,119,609 annually, and the estimated cost of the PDP services is $1,085,700.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future agreements, similar in format to Attachment A, with qualified FFS Hospitals that conform to all

applicable County of Los Angeles Department of Mental Health (DMH) policies and procedures for FFS acute psychiatric inpatient hospital services, provided that: 1) your Board has appropriated sufficient funds for the new agreements; 2) approval of County Counsel and the Chief Executive Officer (CEO), or their designees, is obtained prior to execution of new agreements; and 3) the Director of Mental Health, or his designee, notifies your Board in writing within 30 days of execution of each new agreement.

3. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute amendments to the Agreements, including PDP Amendments (similar to Attachment C), provided that: 1) the contract allowable rates under each Agreement for each fiscal year does not exceed an increase of 20 percent from the last Board approved contracted rates; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel and the CEO, or their designees, is obtained prior to any such amendment; 5) the parties may, by written amendment, mutually agree to reduce programs or services; and 6) the Director of Mental Health, or his designee, notifies your Board of Agreement changes in writing within 30 days after execution of each amendment.

4. Delegate authority to the Director of Mental Health, or his designee, to terminate FFS Hospital Services Agreements upon the receipt of a written termination or change of ownership request. The Director of Mental Health will notify your Board in writing of such terminations within 30 days after execution of each termination.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to renew these 27 FFS Hospital Services Agreements which will expire on June 30, 2010. Renewing these agreements will allow for uninterrupted, medically-necessary acute psychiatric inpatient and administrative day services for severely mentally ill clients who reside throughout the County of Los Angeles.

In addition, the execution of the PDP Amendments will allow DMH to provide acute psychiatric inpatient services for uninsured individuals who are in need of involuntary hospitalization when Department of Health Services (DHS) Psychiatric Emergency Services (PES) are operating at full capacity. The PDP is a critical component of the Additional Plan for the Relief of County Hospital PES approved by your Board on July 7, 2005.

## Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health.

## FISCAL IMPACT/FINANCING

There will be no increase in net County cost.

The estimated cost of the FY 2010-11 FFS Hospital Services Agreements is $28,119,609, fully funded by the State Managed Care allocation. The estimated cost of the FY 2010-11 PDP

Amendments is $1,085,700, which is funded by the Homeless Prevention Initiative net County cost. The funding for the FFS Hospital Services Agreements and the PDP Amendments is included in DMH's FY 2010-11 Proposed Budget.

Funding for future fiscal years will be requested through DMH's annual budget process.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 27 FFS Hospital Services Agreements are with Medi-Cal certified hospitals that provide acute psychiatric inpatient hospital and administrative day services to Medi-Cal eligible beneficiaries within the County of Los Angeles. DMH reimburses FFS Hospitals for acute psychiatric inpatient services based on a negotiated rate. The administrative day rate is established by the State Department of Mental Health. Furthermore, these FFS Hospitals will not be authorized to utilize or arrange for mobile 5150 assessment personnel or processes outside the confines of their facilities without the written consent of the Director of Mental Health, or his designee. This is to ensure that FFS hospitals do not operate their own Psychiatric Emergency Teams without approval by DMH.

Under these FFS Hospital Services Agreements, all clients (who are Medi-Cal beneficiaries) are rendered services and are billed based on contract allowable rates per day (Attachment D). All services provided are subject to the Treatment Authorization Request review process prior to authorization of payment.

Additionally, participating PDP Hospitals are certified to provide FFS Medi-Cal services and have Lanterman-Petris-Short (LPS) designation for involuntary treatment. As participants in the PDP, FFS Hospitals provide acute hospital inpatient services for uninsured individuals who, by authority of the DMH Countywide Resource Management, are placed on involuntary holds by DMH field response. Providers are reimbursed for acute and administrative inpatient bed-days based on a standard negotiated case rate, plus applicable daily rates. A contract with DMH is required for PDP reimbursement. The PDP program enables DMH to authorize up to 330 admissions annually at private hospitals strategically located throughout the County of Los Angeles when the DHS PES are operating at capacity.

The FFS Hospital Services Agreements and the PDP Amendment formats have been approved as to form by County Counsel. The CEO has reviewed the proposed actions. Clinical and administrative staff of DMH will continue to administer and supervise the Agreements to ensure quality services are provided to clients, and ensure that Agreement provisions and Departmental policies are followed.

The FFS Hospital Services Agreement format includes new mandated provisions on Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program and Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program. It also includes revised provisions on Force Majeure, Attestation of Willingness to Consider Greater Avenues for Independence/General Relief Opportunities for Work Participants, Local Small Business Enterprise Preference Program (as shown in Attachment E), Indemnification and Insurance Coverage, Immediate Termination by County, County's Quality Assurance Plan, Health Insurance Portability and Accountability Act, Delegation and Assignment by Contractor, Contractor Responsibility and Debarment, and Nondiscrimination in Employment.

**CONTRACTING PROCESS**

Board approval will authorize DMH to renew 27 FFS Hospital Services Agreements with the existing FFS Hospitals (as listed in Attachment D). These existing FFS Hospitals are Medi-Cal certified and conform to all applicable DMH policies and procedures.

Upon signing the FFS Hospital Services Agreements, these FFS Hospitals will become eligible to provide psychiatric inpatient hospital and administrative day services at the daily contract allowable rates. These FFS Hospitals will also be given an opportunity to participate in the PDP through an amendment to their FFS Hospital Services Agreements.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The renewal of these 27 FFS Hospital Services Agreements will allow continued and uninterrupted medically necessary acute psychiatric inpatient hospital and administrative day services to severely mentally ill clients who are Medi-Cal eligible beneficiaries residing throughout the County of Los Angeles.

Respectfully submitted,

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

MJS:RS:PW:RK

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

MENTAL HEALTH SERVICES AGREEMENT
CONTRACT ALLOWABLE RATE – FEE-FOR-SERVICE
MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

CONTRACTOR

_____ _____
Contract Number

_____ _____
Reference Number

Business Address:

_____

_____

Contract Headquarters' Supervisorial District(s) _____

Mental Health Service Area: _____

----------**Below This Line For Official CDAD Use Only**----------

**DISTRIBUTION**
**(Please type in the applicable name for each)**

Medical Director: Roderick Shaner, M.D.

Lead Manager: Pansy Washington, District Chief

K: S_____ or U_X_____

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MENTAL HEALTH SERVICES AGREEMENT
CONTRACT ALLOWABLE RATE - FEE FOR SERVICE
MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the County of Los Angeles (hereafter "County"), and _____

_____

_____

(hereafter "Contractor")

Business Address:

_____

_____

_____

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the California Welfare and Institutions Code Section 5775 et seq., Joint Commission on Accreditation of Health Care Organizations (JCAHCO) accreditation standards; and

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

WHEREAS, pursuant to California Welfare and Institutions Code Section 5775 et seq., County is authorized to contract with various providers of Psychiatric Inpatient Hospital Services for Medi-Cal beneficiaries that seek reimbursement for such services under the Medi-Cal Local Mental Health Plan (LMHP) program; and

WHEREAS, Contractor recognizes that this Agreement is formed under California Welfare and Institutions Code Section 5775 et seq. and State of California regulations adopted pursuant thereto which authorize County to contract for the provision of Psychiatric Inpatient Hospital Services to Medi-Cal beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program in accordance with the terms and conditions negotiated by County; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and Local Mental Heath Plan (LMHP) laws, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: California Welfare and Institutions Code Section 5775 et seq., including, but not limited to, Sections 5776, 5777, 5778 and 5780; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq.; California Welfare and Institutions Code Sections 14680, 14681, 14682, 14683, and 14684; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; California Penal Code Section 11164 et seq.; California Code of Regulations Titles 9 and 22; Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency and Permanent Regulations issued by the

California Department of Mental Health; Los Angeles County Department of Mental Health's Contract Manual for Mental Health Services Agreement - Contract Allowable Rate Fee For Service Psychiatric/Inpatient Hospital Services Format; policies and procedures including specific procedures relating to contract compliance for Treatment Authorization Request approvals developed by County; State's Medicaid Plan; policies and procedures issued by the California Department of Mental Health; policies and procedures issued by the California Department of Health Services; and policies and procedures issued by the LMHP; and

WHEREAS, this Agreement is authorized by California Welfare and Institutions Code Section 5775 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

**PREAMBLE**

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

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

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

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

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

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and

- Education and Workforce Readiness.

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

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

well-being, social and emotional well-being, and education and workforce readiness.

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

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

*Personal Service Delivery*

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

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

*Service Access*

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

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

*Service Environment*

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

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

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

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2010 and shall continue in full force and effect through June 30, 2011.

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 or First Automatic Renewal Period and gives written notice to the other party not less than thirty (30) days prior to the end of the initial period or at the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2011 and shall continue in full force and effect through June 30, 2012.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2013 and shall continue in full force and effect through June 30, 2014.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2014 and shall continue in full force and effect through June 30, 2015.

2. TERMINATION WITHOUT CAUSE: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party.

3. IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

(1) Any federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(2) Contractor has failed to initiate delivery of services within 30 days of the commencement date of this Agreement: or

(3) Contractor has failed to comply with any of the provisions of Paragraphs 18. (NONDISCRIMINATION IN SERVICES), 19. (NONDISCRIMINATION IN EMPLOYMENT), 21. (INDEMNIFICATION AND INSURANCE), 22. (WARRANTY AGAINST CONTINGENT FEES), 23. (CONFLICT OF INTEREST), 28. (DELEGATION AND ASSIGNMENT), 29. (SUBCONTRACTING), 34. (CHILD SUPPORT COMPLIANCE PROGRAM), and/or 48. (CERTIFICATION OF DRUG-FREE WORK PLACE) and/or; 54. (CONTRATOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

(4) In accordance with Paragraph 35. (TERMINATION FOR INSOLVENCY), 36. (TERMINATION FOR DEFAULT), 37. (TERMINATION FOR IMPROPER CONSIDERATION), 49. (COUNTY LOBBYISTS), and/or 64. (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. 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 7 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

C. In the event that this Agreement is terminated, then:

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

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

D. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 65 (NOTICES).

4. ADMINISTRATION: Director or his designee shall have the authority to administer this Agreement on behalf of County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director or his designee unless otherwise expressly provided.

A. The Director may designate one or more person(s) to act as his/her designee for the purposes of administering this Agreement.

B. Contractor shall designate in writing a Single Point of Contact who shall function as liaison with County regarding Contractor's performance hereunder.

C. Contractor 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 designee.

5. DESCRIPTION OF SERVICES:

A. General:

(1) Contractor shall provide Acute Psychiatric Inpatient Hospital Services to any Beneficiary in need of such services as authorized by this Agreement and shall assume total liability and responsibility for the provision of all Acute Psychiatric Inpatient Hospital Services rendered to any such

Beneficiary, either directly or through subcontractors as permitted under this Agreement.

Contractor shall provide Psychiatric Inpatient Hospital Services in the form as described in Service Exhibit A (FEE-FOR-SERVICE MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES), the Program Description of the Contracts Allowable Rate Fee-For-Service Medi-Cal Acute Psychiatric Inpatient Hospital Services Contract Package (contract package) for this Agreement as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director of his designee, and otherwise in this Agreement.

Contractor shall accept as payment in full for these Acute Psychiatric Inpatient Hospital Services the payment from Fiscal Intermediary as provided in Paragraph 6 (FINANCIAL PROVISIONS).

(2) Contractor shall, at its own expense, provide and maintain all facilities and professional, allied and supportive paramedical personnel necessary and appropriate to provide all Acute Psychiatric Inpatient Hospital Services.

(3) Contractor shall, at its own expense, provide and maintain all organizational and administrative capabilities to carry out all its obligations and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.

B. Licensure And Certification As Conditions Precedent To Contractor's Eligibility For Reimbursement:

(1) Contractor hereby represents and warrants that it is currently, and for the term of this Agreement shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with California Health and Safety Code Section 1250 et seq. and CCR Title 9 Chapter 11 Subchapter 1810.217, 1810.219.

(2) Contractor hereby represents and warrants that it is currently, and for the term of this Agreement shall remain, certified as a Medi-Cal provider under Title XIX.

(3) Contractor agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in this Subparagraph B and certified as a Medi-Cal provider under Title XIX as provided in this Subparagraph B, shall be express conditions precedent to Contractor's eligibility for reimbursement under this Agreement.

C. Utilization Controls As Conditions Precedent To Contractor's Eligibility For Reimbursement: As express conditions precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall adhere to all utilization controls and obtain prior authorization, if applicable, for services in accordance with the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH, LMHP, and this Agreement.

D. Quality Of Care As Condition Precedent To Contractor's Eligibility For Reimbursement: As an express condition precedent to Contractor's eligibility for reimbursement under this Agreement and regardless of whether services are rendered directly or through subcontractors as permitted under this Agreement, Contractor shall:

(1) Assure that any and all Beneficiaries receive care as required by the Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH and this Agreement.

(2) Take such action as required by Contractor's medical staff bylaws against any medical staff members who violate those bylaws.

(3) Provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in the same manner and at the same level as Contractor provides to all other patients/clients to whom Contractor renders similar services.

(4) Not discriminate against any Beneficiary in any manner whatsoever, including, but not limited to, admission practices, placement in special or separate wings or rooms, and provision of special or separate meals.

E. Assumption Of Financial Risk By Contractor: Notwithstanding any other provision of this Agreement, regardless of whether services are rendered directly or through subcontractors as permitted under this Agreement, Contractor shall bear the total financial risk for the cost of all Acute Psychiatric Inpatient Hospital Services rendered to each Beneficiary covered by this Agreement. As used in this Subparagraph E, the term "risk" means that Contractor shall accept as payment in full for any and all Acute Psychiatric Inpatient Hospital Services the payments made by Fiscal Intermediary pursuant to this Agreement. Such acceptance shall be made regardless of whether the cost of such services and related administrative expenses shall have exceeded reimbursement under this Agreement. The term "risk" also includes, but is not limited to, the cost for all Acute Psychiatric Inpatient Hospital Services for all illness or injury which may result from or is contributed to by any catastrophe or disaster which occurs subsequent to the effective date of this Agreement, including, but not limited to, acts of God, war or the public enemy.

F. Service Location(s): Except as authorized by County pursuant to Paragraph 29. (SUBCONTRACTING), Contractor shall provide all Acute Psychiatric Inpatient Hospital Services under this Agreement only at the following Contractor facility(ies): _____

_____

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).

6. FINANCIAL PROVISIONS:

A. Contract Allowable Rates (CAR): This is a CAR agreement. Fiscal Intermediary shall reimburse Contractor during the term of this Agreement for Acute Psychiatric Inpatient Hospital Services provided to Beneficiaries in accordance with WIC Section 5775 et seq., the Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH, and this Agreement. Reimbursement for Acute Psychiatric Inpatient Hospital Services shall be at the applicable CAR for Acute Psychiatric Inpatient Hospital Services and Administrative Day Services as mutually agreed upon between Contractor and County and shown in this Subparagraph A less any available third party coverage and/or

Medi-Cal Share Of Cost as determined pursuant to Subparagraph B (Billing Procedures As Conditions Precedent To Contractor's Eligibility For Reimbursement).

Acute Psychiatric Inpatient Hospital Services shall be provided in either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital. Acute Psychiatric Inpatient Hospital Services provided in an acute psychiatric hospital which is larger than sixteen beds shall be reimbursed only for Beneficiaries age 20 or younger or 65 and older.

During the term of this Agreement, the CAR for Acute Psychiatric Inpatient Hospital Services shall be:

(1) _____ DOLLARS ($_____) per day of service for each Medi-Cal Beneficiary during the Period of this Agreement as described in Paragraph 1 (TERM).

The CAR shall cover all services, including, but not limited to, medical ancillaries provided by Contractor to deliver a day of service of Acute Psychiatric Inpatient Hospital Services. Notwithstanding the foregoing, the CAR shall not include the cost of physician services and psychologist services rendered to Beneficiaries, nor shall it include the cost of transportation services incurred in providing Acute Psychiatric Inpatient Hospital Services. The cost of physician services, psychologist services, and transportation services shall not be reimbursed by the CAR.

During the term of this Agreement, the Contract Allowable Rate for Administrative Day Services shall be at the reimbursement rate determined by CDMH.

The CAR shall cover all services, including, but not limited to, medical ancillaries provided by Contractor to deliver a day of service of Administrative Day Services. Notwithstanding the foregoing, the CAR shall not include the cost of physician services and psychologist services rendered to Beneficiaries, nor shall it include the cost of transportation services incurred in providing Administrative Day Services. The cost of physician services, psychologist services, and transportation services shall not be reimbursed by the CAR.

Each Fiscal Year or portion thereof of the term of this Agreement, reimbursement for Acute Psychiatric Inpatient Hospital Services shall be made on the basis of: (1) approximately fifty percent FFP funds which are paid by Fiscal Intermediary to Contractor pursuant to this Agreement; and (2) approximately fifty percent match from funds which are allocated by State for County specifically for Acute Psychiatric Inpatient Hospital Services, which are paid by Fiscal Intermediary to Contractor pursuant to this Agreement, and which qualify as eligible FFP matching funds.

Notwithstanding any other provision of this Agreement, Contractor shall be entitled to reimbursement from Fiscal Intermediary for Acute Psychiatric Inpatient Hospital Services only: (1) if there is a Treatment Authorization Request for the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day Services which has been submitted by Contractor to County as required by this Agreement and approved by County; (2) if the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day Services provided pursuant to the County-approved Treatment Authorization Request are consistent with the County-approved Treatment Authorization Request and are appropriate for clinical

reimbursement as determined by Director or his designee; (3) to the extent that funds allocated by State for County specifically for Acute Psychiatric Inpatient Hospital Services are available as eligible FFP matching funds; and (4) for all Los Angeles County Regional Center beneficiaries, the County, acting as the Local Mental Health Plan, shall only be responsible for authorizing a maximum reimbursement for four (4) administrative days.

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

As an express condition precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall determine:

(1) Whether the Acute 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 (2) whether the Beneficiaries for whom claim is made are responsible for any/all Medi-Cal Share Of Cost for the particular Acute 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 and with the appropriate allowable psychiatric accommodation codes to Fiscal Intermediary for reimbursement for all Acute Psychiatric Inpatient Hospital Services rendered to Beneficiaries, 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 or Administrative Day Services for each Beneficiary 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 Beneficiary for the day of admission and not the day of discharge; however, a day of service may be claimed if the Beneficiary is admitted and discharged during the same day, provided that such admission and discharge is not within twenty-four hours of a prior discharge.

C. 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.

D. Recovery Of Overpayments: When an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor has been overpaid under this Agreement, then the overpayment shall be due by Contractor to County.

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

guidelines, and directives.

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment, provided that if State recovers the overpayment from County before the end of such sixty days, then County shall immediately recover the overpayment from Contractor. 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 the overpayment shall be recovered by County. Any overpayment 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 overpayment to County as required, then the total amount of the overpayment, as determined by Director or his designee, shall be immediately due and payable.

E. Contractor Appeal Procedures: Contractor may appeal the processing or payment of any of its claims for Acute Psychiatric Inpatient Hospital Services or the denial of any request for reimbursement of Acute Psychiatric Inpatient Hospital Services in accordance with the Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH.

F. 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 Acute 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 Fiscal Intermediary 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.

G. 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 Director's 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.

H. For Healthy Families Providers Only:

(1) Healthy Families Reimbursement:

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

the State.

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

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

I. No payment for Services Provided following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Limitation of County's Obligation Due to Non-Appropriation 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 A (Contract Allowable Rates (CAR)) and Subparagraph C (Government Funding Restrictions) 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, 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.

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

7. 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.

8. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, as indicated in Contractor's contract package for this Agreement, as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee and. as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Sections 5778 and all other applicable requirements of the California Business and Professions Code, WIC, CCR and State Policy Letters and function within the scope of practice as dictated by licensing boards/bodies. Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under this agreement.

9. 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 provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by Federal and State law, including but not limited to HIPAA and Sexual Harassment. 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.

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

10. PROGRAM SUPERVISION, MONITORING AND REVIEW: Director or his designee shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and federal law, Authorized County, State and/or federal representatives shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed, with or without notice, to inspect , monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide

access to facilities and shall cooperate and assist County, State, and/or Federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or Federal representative and designees within ten (10) State working days for monitoring purposes.

11. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures including but not limited to those performance standards and outcome measures required by specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 days prior to implementation. These federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor.

12. QUALITY MANAGEMENT PROGRAM:

A. Contract shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 105.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the State Department of Mental Health through the Medi-Cal Performance Contract.

B. The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 105.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 105.1.

C. The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan.

D. The Contractor's level of performance under this Agreement shall be evaluated by the County no less than annually. Failure to meet performance standards may place Contractor's Agreement in jeopardy; performance deficits that are not remedied will be reported to the Board of Supervisors. The report shall 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 invoke other remedies as specified in this Agreement.

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13. 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 the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) and 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 Beneficiary's eligibility for services, the services rendered, the Beneficiary 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 to the requirements in this Paragraph ~~11~~13, 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) Beneficiary Records: Contractor shall maintain treatment and other records of all services in accordance with all applicable County, State and federal requirements on each individual Beneficiary which shall include, but not be limited to, Beneficiary identification number, Integrated System (IS) Beneficiary face sheet, all data elements required by the 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 Beneficiary 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 Beneficiary, financial, and other records referred to in this Paragraph 13.

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. If County determines that the results of any such reviews indicate the need for corrective action, Contractor shall within 30 days after receiving the findings of the fiscal and/or program review either (a) submit a plan of action to DMH, or (b) request a review by the Director or his designee. If Contractor requests a review by the Director or his designee within the 30 days, and if a corrective plan of action is then required, Contractor shall have 30 days to submit its corrective plan of action.

(3) 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

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(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 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(5) California Department of Mental Health Access to Records: Contractor agrees that for a period of seven years or until final audit is completed, whichever occurs later, following the furnishing of services under this Agreement, Contractor shall maintain and make available to the California Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a 12-month period with a related organization (as the term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 (PROGRAM SUPERVISION, MONITORING AND REVIEW) and in this Paragraph 13.

(6) 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, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

14. REPORTS:

A. General: Contract shall make reports as required by Director or his designee or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least 30 days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

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B. County's Claims Processing Information System:

(1) Contractor shall participate in the County's Processing Information System as required by Director or his designee. Contractor Shall report to County, all program, Beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, FFS Inpatient Provider Reference Manual and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each Fiscal Year in which the services were provided.

(2) Notwithstanding any other provision of this Agreement, only those days of service of Acute Psychiatric Inpatient Hospital Services and Administrative Day Services, as set forth on County-approved Treatment Authorization Requests and properly entered into the County's Claims Processing Information System, shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's Claims Processing Information System is accurate and complete. Contractor has responsibility to review all provider reports and to report any discrepancies to County's Claims Processing Information System representatives. Admission data must be entered by Contractor into the County's Claims Processing Information System within 24 hours of the time of admission.

(3) After the close of the monthly County's Claims Processing Information System reporting period, no data and information relating to services for that month may be added without the written approval of Director or his designee.

(4) There may be good cause reasons that prevent Contractor from entering into the County's Claims Processing Information System all data and information documenting days of service of Acute Psychiatric Inpatient Hospital Services and Administrative Day Services before the close of a particular month. If, after the close of the monthly County's Claims Processing Information System 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 County's Claims Processing and Information System. Director or his designee may, at his sole discretion, approve in writing Contractor's request to enter the data and information into the County's Claims Processing Information System. 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 the County's Claims Processing Information System.

(5) Contractor shall train its staff in the operation, procedures, policies, and all related use, of County's Claim Processing Information System as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's Claims Processing Information System.

15. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, Beneficiary records and information, and County's Claims Processing Information System, records and reports, 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 and privacy. 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 and privacy 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.

16. BENEFICIARIES RIGHTS: Contractor shall comply with all applicable beneficiaries 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 beneficiary's policies provided by County. Contractor shall post in a conspicuous place a written policy on beneficiary's rights in accordance with WIC Section 5325 and CCR Title 22, Section 70707.

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

17. REPORTING OF BENEFICIARY 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 these WIC Sections 15630,and permitted by 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

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

(2) Contractor shall assure that clerical and other non-treatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children, Contractor, and any/all Sub-Contractors, 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 or inappropriate behavior 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.

18. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions, (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 18, 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, 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 that those beneficiaries who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical condition.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in rendering services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director or his designee for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the

complaint of alleged discrimination, such person may appeal the matter to the State if appropriate.

C. Contractor shall not employ discriminatory practices in the admission of any person, assignment or accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in each of Contractor's facilities where services are provided under this Agreement in a conspicuous place, available to the public.

19. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, gender, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political affiliation, and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political affiliation. Such treatment shall include, but is not limited to, the following actions: employment, promotion, demotion, transfer, recruitment or recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g.cancer), denial of family care leave, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, gender, age, marital status, sexual orientation,

condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g. cancer) denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 17 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director or his designee.

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. The 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 19. 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.

20. 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.

21. INDEMNIFICATION AND INSURANCE

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

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B. and C. of this Paragraph 21. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from

or relate to this Contract.

1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor Insurance policies at any time.

c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party name on the Certificate shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be constructed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles – Department of Mental Health**

**550 South Vermont Ave., 5th Floor**

**Los Angeles, CA 90020**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of County's minimum Required Insurance specifications endorsement form is acceptable providing it satisfies

the Required Insurance provisions herein.

3) Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4) Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintain the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6) Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contactor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s) rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8) Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contactor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the county, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

11) Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the Standard ISO (Insurance Service Office, Inc.) separation of insureds provisions with no insured exclusions or limitations.

13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as Additional Coverage Party under any approved program.

14) County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage:

1) Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|---|---|
| General Aggregate: | $2 million |
| Products/Completed Operations Aggregate: | $1 million |
| Personal and Advertising injury: | $1 million |
| Each Occurrence: | $1 million |

2) Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combination or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not

less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any acts of abuse, molestation, harassment, mistreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to the Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

22. 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.

23. 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 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.

24. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6l50) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

25. 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 contract 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.

26. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list

during the term of this Agreement.

27. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' GAIN or GROW who meet Contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov . County will refer GAIN/GROW participants, by job category, to Contractor.

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

28. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

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

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

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

E. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of 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 Contractor.

29. 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. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County, for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes public funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7 for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later." The Contractor will also be subject to the examination and audit of the State Auditor

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

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

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consents shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 29 or a blanket consent to any further subcontracting.

J. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 29, on or immediately after the effective date of the subcontract but in on event later than the date any services are performed under the subcontract.

K. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgement of Employer, in the form as contained in Contractor's contract package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgements shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in on event later than the date such employee first performs any services under the subcontract.

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

M. Director or his designee is hereby authorized to act for and on behalf of County pursuant to this Paragraph 29, including, but not limited to, consenting to any subcontracting.

30. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under agreement with the State.

31. COMPLIANCE WITH APPLICABLE LAW:

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

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

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program Guide for Hospitals (1998), and Center for Medi-

Care/Medicaid Services (CMS) guidelines for hospitals.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

32. 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.

33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS: In addition to the requirements Subparagraph B (Licensure And Certification As Conditions Precedent To Contractor's Eligibility For Reimbursement) of Paragraph 5 (DESCRIPTION OF SERVICES), Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications 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.

34. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

35. TERMINATION FOR INSOLVENCY:

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

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

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

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

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

B. The rights and remedies of County provided in this Paragraph 35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

36. TERMINATION FOR 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 36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

38. 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.

39. 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.

40. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or Statement of Work, 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.

The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

41. ENTIRE AGREEMENT: The body of this Agreement; all attachments, Service Exhibit(s) A and contract package, attached hereto and incorporated herein by reference; for this Agreement, as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee, which are hereby incorporated herein by reference but not attached; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements,

written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and its definitions and then to such other documents according to the following priority:

1. Service Exhibit(s) A.
2. Attachments I, II, III, IV, V, VI
3. Contract Package
4. Local Mental Health Plan Provider Manual

42. 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 42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

43. BENEFICIARY ELIGIBILITY: This Agreement is not intended to change the determination of Medi-Cal eligibility for any Beneficiary in any way. However, in the event that the California Legislature or United States Congress enacts a statute which redefines Medi-Cal eligibility so as to affect the provision of Psychiatric Inpatient Hospital Services under this Agreement, then the new definition shall apply to this Agreement.

44. 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.

45. 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 Psychiatric Inpatient Hospital Services, Contractor shall clearly indicate that the services which it provides under this Agreement are provided under authorization of the County of Los Angeles.

46. 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.

47. 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.

48. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

49. 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 the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

50. 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 50.

51. 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.

52. 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.

53. .CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are

effective for this Agreement, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County, may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may , after the debarment has been in effect for at least five (5) years, submit a written request fro review of the debarment determination to reduce the period of debarment or terminate the debarment. The County

may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; 04 (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

54. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as part of its obligation under this Paragraph 54.

Failure by Contractor to meet the requirements of this Paragraph 54 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

B. The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH, 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 and HITECH 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 or HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system (Integrated System {IS}).

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

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

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

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

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

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

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

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

56 COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's

ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5)days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

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

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57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Attachment IV of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

58. 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.

59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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

Chapter 2.202)

61. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, then Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;

2. Be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract, in addition to the amount described in subdivision (1); and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contactor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

62. FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not

be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

63. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

64. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 63 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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65. 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 (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

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

For the Contractor, please use the following contact information:

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

FEE-FOR-SERVICE MEDI-CAL
ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

**DEFINITIONS**

A. "Acute Psychiatric Inpatient Hospital Services" means those services as described in Service Exhibit A (Acute Psychiatric Inpatient Hospital Services) See attachment II, Paragraph 16 (Program Elements for Acute Psychiatric Inpatient Hospital Services);

B. "Administrative Day Services" means those services as described in Service Exhibit A (Acute Psychiatric Inpatient Hospital Services) See attachment II, Paragraph 17 (Program Elements for Administrative Day Services);

C. "Beneficiary" means any patient/client who is certified as eligible for Medi-Cal pursuant to CCR Title 22, Section 51001, and may include any patient/client who is eligible for Medi-Cal and who is enrolled in a prepaid health plan or other fee for services psychiatric/inpatient hospital services health system which contracts with State approved local physical health care Medi-Cal Managed Care Plans pursuant to applicable law. Beneficiary shall also include any patient/client whose Medi-Cal eligibility was determined after the rendition of inpatient services. Any patient/client who is eligible for Medi-Cal, who is also eligible for Medicare hospital benefits under Title XVIII of the Social Security Act, 42 United States Code Section 1395 et seq., and who has not exhausted those benefits, shall not be considered a Beneficiary. Any patient/client receiving skilled nursing facility services or long-term care services shall not be considered a Beneficiary for the purpose of this contract/agreement;

D. "CIOB" means Chief Information Office Bureau;

E "CCR" means the California Code of Regulations;

"Contract Allowable Rate" ("CAR") means the gross rate of reimbursement for Contractor's delivery of a day of service of Acute Psychiatric Inpatient Hospital Services or Administrative Day Services, as set forth in Paragraph ~~5~~ 6. (Financial Provisions) of this Agreement, and shall be the amount of reimbursement which is allowed under this Agreement for a delivery of a day of said services. The Contract Allowable Rates do not include the cost of physician services and psychologist services rendered to Beneficiaries or the cost of transportation services for providing Acute Psychiatric Inpatient Hospital Services or Administrative Day Services;

F. "CDHS" means California Department of Health Services;

G. "CDMH" means California Department of Mental Health, AKA SDMH (State Department of Mental Health;

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

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

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

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

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

M. "FFP" means Federal Financial Participation for Fee-For-Service Medi-Cal Services as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et. seq;

N. "Fiscal Intermediary" means the person or entity which has contracted with State to perform fiscal intermediary services related to this Agreement;

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

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

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

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

S. "MHMIS" Means DMH'S Mental Health Management Information System which is the Legacy clinical information and billing system also referred to as the Data Collections and Billing System;

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

U "Provider Manual" means DMH's Provider Manual for Medi-Cal Fee-For-Service Inpatient Mental Health Services. The Provider Manual contains the formal requirements, policies and procedures governing FFS Medi-Cal Inpatient Hospital Services for the Local Mental Health Plan and is incorporated into this agreement by reference;

V. "Psychiatric Inpatient Hospital Services" means the following mental health services when rendered to a Beneficiary in accordance with this Agreement: (1) Acute Psychiatric Inpatient Hospital Services; and (2) Administrative Day Services. Psychiatric Inpatient Hospital Services shall be provided in either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital. Psychiatric Inpatient Hospital Services provided in an acute psychiatric hospital which is larger than sixteen beds shall be reimbursed only for Beneficiaries age 20 or younger or 65 and older;

W. "State" means the State of California;

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

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

Attachment II

SERVICE EXHIBIT A

ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

(MODE OF SERVICE 05)

1. STATEMENT OF WORK:

The quality improvement efforts of the Medi-Cal system, as operated by the County of Los Angeles Department of Mental Health (DMH), designated by the California Department of Mental Health (CDMH) as the Local Mental Health Plan (LMHP), includes ensuring comprehensive quality services for Medi-Cal plan beneficiaries. DMH contracts for Acute Inpatient Hospital Services, Administrative Day Services provided by Lanterman-Petris-Short (LPS) designated hospitals to detain, evaluate and provide treatment to patients pursuant to Welfare and Institutions Code (WIC) Section 5150. The purpose of this agreement is to contract with qualified providers of Acute Psychiatric Inpatient Hospital Services, Administrative Day Services provided by hospitals with LPS designation to detain, evaluate and provide treatment to patients pursuant to Welfare and Institutions Code (WIC) Section 5150.

2. GENERAL: Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital Services and Administrative Day Services. Each Contractor facility that renders Acute 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 eligible, as determined by DMH, as a facility to detain and treat patients 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 Lanterman-Petris-Short (LPS) Act. This designation will be granted to those facilities, who fully comply with the criteria and process requirements set forth in the "County of Los Angeles Department of Mental Health LPS Designation Guidelines and Process For Facilities Within County of Los Angeles", Third Edition effective September 2004 and subsequent informing material.

Acute 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 substance abuse, and mental illness, are dually diagnosed, Acute 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 the Director or his designee, Contractor shall assure that at no time: (1) shall any child or adolescent under the age of 18 years receive any Acute Psychiatric Inpatient Hospital Services in a ward or unit designated for adults receiving Acute Psychiatric Inpatient Hospital Services and (2) shall any adult receive any Acute Psychiatric Inpatient Hospital Services in a ward or unit designated for children or adolescents under the age of 18 years receiving Acute Psychiatric Inpatient Hospital Services.

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

3. PERSONS TO BE SERVED:

A. Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Beneficiaries: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the characteristics described in the Contract Package and any addenda thereto, as approved in writing by the Director, or his designee, (3) for whom provider has verified eligibility for Medi-Cal in accordance with CCR Title 22, and (4) who are referred to Contractor by practitioners in the community or admitted with the consent of the Director or his designee.

B. Contractor shall provide Administrative Day Services to those Beneficiaries: (1) who have been provided Acute Psychiatric Inpatient Hospital Services and are ready for non-acute psychiatric services, (2) who have the characteristics described in the Contract Package and any addenda thereto, as approved in writing by the Director or his designee, (3) for whom provider is responsible for verifying eligibility for Medi-Cal in accordance with CCR Title 22, and (4) who are referred to Contractor by practitioners in the community or admitted with the consent of the Director or his designee .

C. The duration of any Beneficiary's Acute Psychiatric Inpatient Hospital Services hereunder shall not exceed the lesser of: (1) those days necessary to ensure that the Beneficiary 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 Beneficiary at a non-acute level of care, or (3) those days authorized by the Director or his designee. The duration of any Beneficiary's Administrative Day Services hereunder shall not exceed those days necessary to obtain non-acute psychiatric services at a lower level of care appropriate to the Beneficiary's need.

4. 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 patient health information, including a plan for the storage and protection of filed medical records to protect against any/all unauthorized access, intrusion and damage.

5. PERSONNEL/STAFFING: The minimum ratio of full-time professional personnel/staff to resident patients shall at all times be in conformance with all relevant laws, regulations, rules and DMH policies and procedures.

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

6. 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 designee.

7. TEMPORARY ABSENCES OF BENEFICIARIES FROM CONTRACTOR'S FACILITY(IES): Contractor may be reimbursed for temporary absences of Beneficiaries from Contractor's facility(ies) where: (1) the Beneficiaries are expected to return to Contractor's facility(ies) and (2) the temporary absences are therapeutically indicated and approved in writing by the Director or his designee. Reimbursement for temporary absences shall be claimed by Contractor at the CDMH established Administrative Day Rate.

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 Beneficiary's case record.

8. EMERGENCY MEDICAL TREATMENT: Beneficiaries 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 the DMH's Disaster Coordinator, Emergency Outreach Bureau, at least ten days prior to the commencement of services under this Agreement.

9. NOTICE OF ACTION:

A. & B. Pursuant to the SDMH regulations, Contractor shall give a Beneficiary, and the individual(s) responsible for the Beneficiary, a written notice of action in a manner and form as required by CDMH, whenever reimbursement for an admission and/or services is denied, and/or whenever continued

stay services are reduced or terminated while the Beneficiary remains in Contractor facility(ies). To confirm such notices have been provided to the Beneficiary and the individual(s) responsible for the Beneficiary, Contractor shall submit a copy of such notices to the DMH's Patients Rights Bureau no later than three (3) working days following notice to the beneficiary of any denial of reimbursement, reduction or termination of services.

10. STATE FAIR HEARING: Contractor shall comply with the procedures and requirements for State's Fair hearing process as described in CCR Title 22, Section(s) 50951 and 50953.

11. NOTIFICATION OF DEATH: Contractor shall immediately notify the Single Fixed Point of Responsibility (SFPR) as identified in the Data Collections and Information System, upon becoming aware of the death of any Beneficiary 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 Data Collections and Information System 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.

12. QUALITY ASSURANCE AND IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, CDHS policies and procedures, CDMH 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 LMHP's quality assurance efforts and specified procedures regarding hospitalization of Assertive Community Treatment (ACT) AB 2034 and Intensive Service Recipients (ISRs) (those clients with six (6) or more acute psychiatric hospitalizations in a twelve (12) month period) intended to ensure quality of care for plan beneficiaries. Specifically Contractor shall make every reasonable effort to contact the Single Fixed Point of Responsibility (SFPR) prior to admission but no later than 24 hours after admission to coordinate treatment and discharge planning. In conformance with these provisions, Contractor shall establish: (1) a utilization review process; (2) an interdisciplinary peer review of the quality of Beneficiary care; and (3) monitoring of medication regimens of Beneficiaries. Medication monitoring shall be conducted in accordance with County policy. A copy of Contractor's quality improvement system plan shall be available to DMH for review and written approval prior to Contractor's submission of any claims for services hereunder.

13. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a written questionnaire to certain Beneficiaries at the time of admission in accordance with DMH policies and procedures. The questionnaire shall be approved by SDHS and offer the Beneficiary 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.

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, Mental Health, Probation and other meetings DMH determines relevant to the provision of services.

Contractor's appropriately qualified clinical staff shall regularly attend and participate in the all discharge planning meetings/activities involving the County of Los Angeles Departments of Children and Family Services, Mental Health, 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 Beneficiaries. Such collaboration shall include attendance at Service Area Impact Unit meetings.

Contractor shall provide weekly meetings for hospitalized Beneficiaries to discuss the treatment plan, interventions, progress toward goals, and suggested modifications of same. To ensure coordination of care, Contractor shall include the SFPR for intensive case management clients (e.g. ACT ISRs, and AB 2034) in weekly treatment planning meetings.

15. NOTIFICATION OF EVALUATION AND/OR ADMISSION:

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

If the Beneficiary is receiving care from DMH, Contractor's evaluating professional staff must first attempt to obtain information regarding treatment from the DMH designated SFPR as indicated in the DMH Data Collections and Information System, or from the Beneficiary, or significant other. If such information cannot be obtained from the Data Collections and Information System client identification screen, Beneficiary, or significant other, then the evaluating professional staff must contact 1-800-854-7771 to request information regarding the DMH designated SFPR.

Contractor shall notify and coordinate care with the SFPR regarding all Medi-Cal acute psychiatric inpatient admissions in conformance with DMH policies and procedures relative to admission, inpatient care planning, discharge and follow-up related to the status of the client as identified on the Data Collections and Information System Client Identification Screen. Failure to notify the SFPR may result in negative consequences. For clients identified as ISR, the Contractor shall participate in Service Area planning meetings (e.g. Impact Unit meetings) to coordinate and improve the coordination of care for this

population. If the Beneficiary has been pre-assigned to a specific hospital, contractor will transfer the Beneficiary as directed by the SFPR, unless transfer is deemed to seriously compromise the safety of Beneficiary or the community.

Contractor will notify Office of the Public Guardian of the admission of any Beneficiaries who are publicly conserved. In the event Beneficiaries are not publicly conserved, Contractor shall, as deemed necessary by the contractor, evaluate clients regarding their need for conservatorship and will be obligated to pursue conservatorship for qualifying individuals. Contractor shall notify Office of the Public Guardian in a timely manner of any Beneficiaries with a 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).

16. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:

Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in accordance with Contractor's Contract Package and any addenda thereto, as approved in writing by the Director or his designee, 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 treatment, evaluations, patients' rights, and due process;

C. Safe and clean living environment with adequate lighting, clean 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 Beneficiaries 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;

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

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

R. Ongoing self-monitoring and analysis of numbers of seclusion and restraint episodes involving the staff on the unit(s) so the staff are apprised of the results of the ongoing monitoring Compliance with all Seclusion and Restraints statutes and regulations.

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

T. Honoring the preference of the Beneficiary and/or the parent of a minor, conservator, or legal guardian for the type and location of the desired treatment facility if administratively feasible and clinically appropriate.

U. Substantial consideration of the proximity of the designated facility to the patient's own community, family and support system. Alternatives to taking a patient to a more distant facility should be considered and documented on the off-site assessment form.

V. Contractor shall as required by the CDMH, provide upon admission 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, admitted with an emergency psychiatric condition to the beneficiary's representative and/or adult responsible for the child at the same time such notices are provided to the child being treated by the Contractor and document in the patient record that these notifications have been made.

W. Aftercare/discharge plan and procedures:

1) Contractor(s) shall ensure that Beneficiaries have a discharge plan. The DMH SFPR will participate in the development of the discharge plan. Reasonable efforts shall be made to ensure that all beneficiaries have appropriate housing or residence upon discharge. This plan will include a specific appointment or time at which Beneficiaries are expected to appear at an outpatient site. If the patient has a conservator, either a private conservator or the Public Guardian as temporary conservator 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 beneficiary's area.

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

    a.) Beneficiaries will only be placed in licensed facilities;

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

    c.) Contractor(s) serving older adults will adhere to the following recommendations developed by the DMH 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.

X. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written aftercare plan to the LMHP's system of care, appropriate area DMH program agency responsible for coordinating care for the Medi-Cal beneficiary being discharged. A copy of the aftercare plan shall be attached to the Provider's completed Treatment Authorization Request (TAR) form which is submitted to the LMHP upon discharge of the beneficiary from the Provider's facility.

Y. Submission of a formal written aftercare plan to the Director, or his designee, at the time

of discharge of the beneficiary.

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

17. PROGRAM ELEMENTS FOR ADMINISTRATIVE DAY SERVICES: Contractor shall provide Administrative Day Services to Beneficiaries in accordance with Contractor's Contract 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 Beneficiary 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 non-acute psychiatric services have been exhausted and shall apply to a Beneficiary awaiting such non-acute psychiatric services. The facility shall implement and document an active placement effort on behalf of each Beneficiary each day, excluding Saturdays, Sundays, and County-observed holidays, until such time as the Beneficiary 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 Beneficiaries 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;

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 Beneficiary needs;

G. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written aftercare plan to the LMHP's system of care, appropriate area DMH program agency responsible for coordinating care for the Medi-Cal beneficiary being discharged. A copy of the aftercare plan shall be attached to the Provider's completed Treatment Authorization Request (TAR) form which is submitted to the LMHP upon discharge of the beneficiary from the Provider's facility.

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

of discharge of the beneficiary.

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

**Attachment III**

## ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH FFS Hospital Agreement's Paragraph 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

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

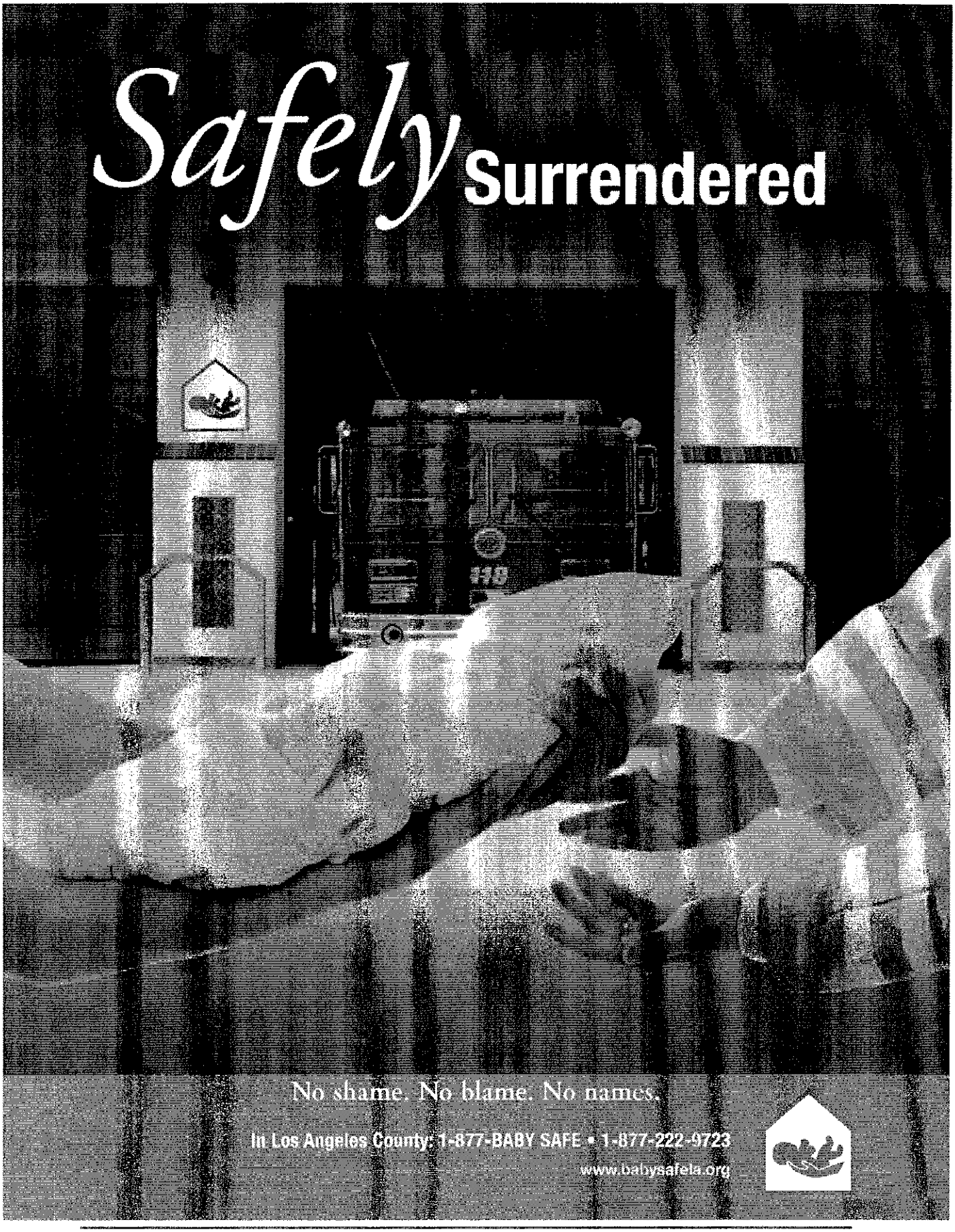
Signature of authorized official _____ Date _____

**Attachment IV**

# SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


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

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

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

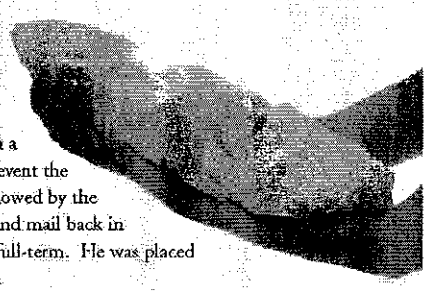
## What happens to the parent or surrendering adult?

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

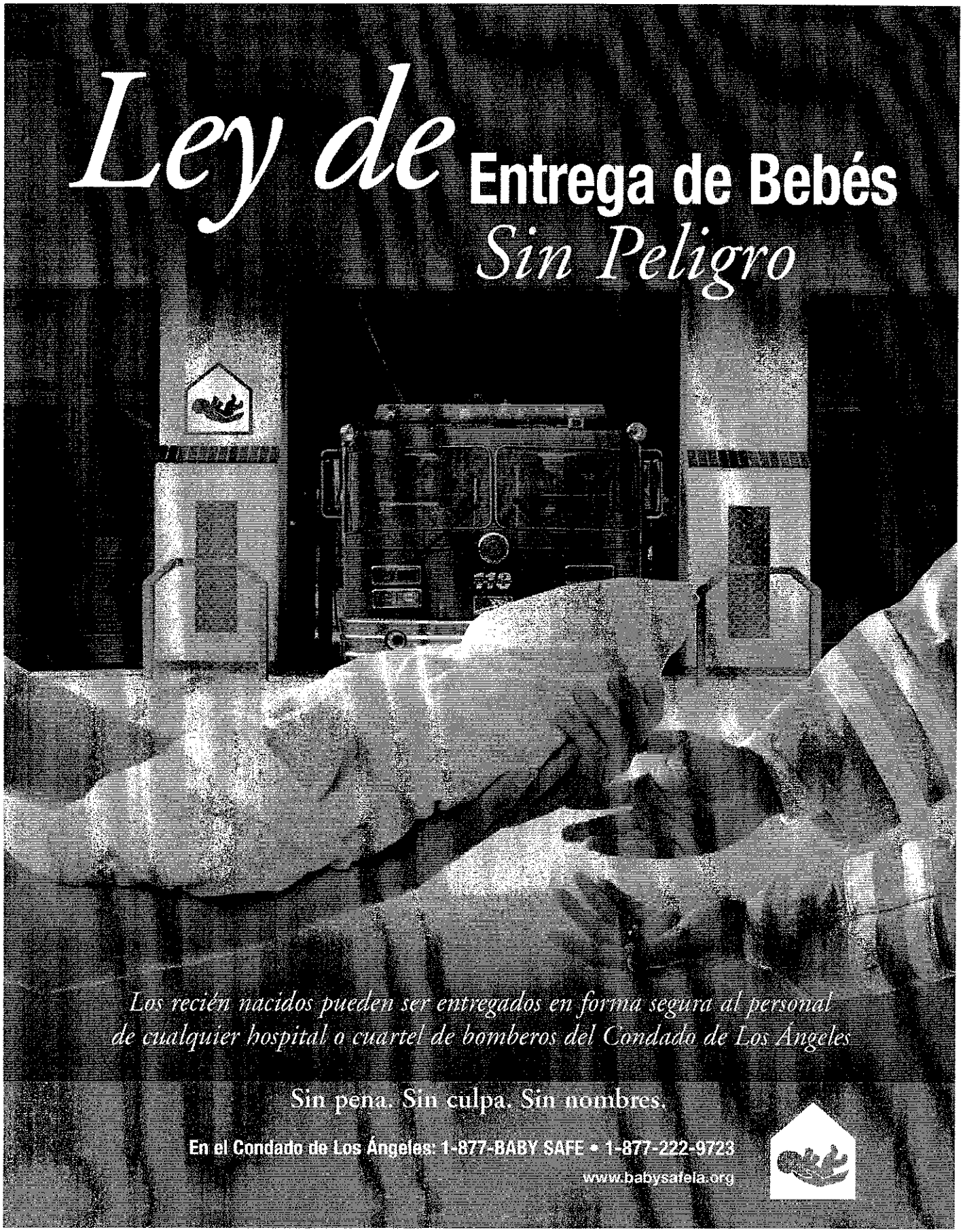
## Why is California doing this?

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

## *A baby's story*



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


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

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

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

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California? ?

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

## *Historia de un bebé*

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

**Attachment V**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Entity Name
Company Name

Legal Entity Address, City, State Zip
Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-2586.

Signature Date

Name and Title of Signer (Official Name, Official Title) Please print

**Attachment VI**

## ATTESTATION REGARDING STAFFING RATIO

In accordance with the DMH Mental Health Services Agreement's Paragraph 8 (STAFFING):

I, the undersigned certify that Name of the Hospital_____ meet the staffing requirement as required by WIC and CCR. Our 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, and function within the scope of practice as dictated by licensing boards/bodies.

I further certify as the official responsible for the administration of _____ _____, (hereafter "Contractor") that we shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under the agreement.

I understand and certify that we meet the staffing requirements as required by WIC and CCR.

Name of certifying official _____
Please print name

Title of certifying official _____
Please print title

Signature of certifying official _____ Date _____

**Attachment VII**

# CROSSWALK FACT SHEET
# DMH FFS HOSPITAL AGREEMENT

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

MENTAL HEALTH SERVICES AGREEMENT
CONTRACT ALLOWABLE RATE – FEE-FOR-SERVICE
MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

CONTRACTOR
The Regents of the University of California on behalf of the

Contract Number

Resnick Neuropsychiatric Hospital at UCLA

MH060026
Reference Number

Business Address:

10920 Wilshire Boulevard, Suite 1850

Los Angeles, CA 90024-6502

Contract Headquarters' Supervisorial District(s) 3

Mental Health Service Area: 5

----------**Below This Line For Official CDAD Use Only**----------

**DISTRIBUTION**
**(Please type in the applicable name for each)**

Medical Director: Roderick Shaner, M.D. Lead Manager: Pansy Washington, District Chief

K: S_____ or U X

FFS Hospital Agreement FY2010-13

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MENTAL HEALTH SERVICES AGREEMENT
CONTRACT ALLOWABLE RATE - FEE FOR SERVICE
MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the County of Los Angeles (hereafter "County"), and The Regents of the University of California on behalf of the Resnick Neuropsychiatric Hospital at UCLA (hereafter "Contractor")

Business Address:
10920 Wilshire Boulevard, Suite 1850
Los Angeles, CA 90024-6502

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the California Welfare and Institutions Code Section 5775 et seq., Joint Commission on Accreditation of Health Care Organizations (JCAHCO) accreditation standards; and

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

WHEREAS, pursuant to California Welfare and Institutions Code Section 5775 et seq., County is authorized to contract with various providers of Psychiatric Inpatient Hospital Services for Medi-Cal beneficiaries that seek reimbursement for such services under the Medi-Cal Local Mental Health Plan (LMHP) program; and

WHEREAS, Contractor recognizes that this Agreement is formed under California Welfare and Institutions Code Section 5775 et seq. and State of California regulations adopted pursuant thereto which authorize County to contract for the provision of Psychiatric Inpatient Hospital Services to Medi-Cal beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program in accordance with the terms and conditions negotiated by County; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and Local Mental Heath Plan (LMHP) laws, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: California Welfare and Institutions Code Section 5775 et seq., including, but not limited to, Sections 5776, 5777, 5778 and 5780; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq.; California Welfare and Institutions Code Sections 14680, 14681, 14682, 14683, and 14684; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; California Penal Code Section 11164 et seq.; California Code of Regulations Titles 9 and 22; Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency and Permanent Regulations issued by the

California Department of Mental Health; Los Angeles County Department of Mental Health's Contract Manual for Mental Health Services Agreement - Contract Allowable Rate Fee For Service Psychiatric/Inpatient Hospital Services Format; policies and procedures including specific procedures relating to contract compliance for Treatment Authorization Request approvals developed by County; State's Medicaid Plan; policies and procedures issued by the California Department of Mental Health; policies and procedures issued by the California Department of Health Services; and policies and procedures issued by the LMHP; and

WHEREAS, this Agreement is authorized by California Welfare and Institutions Code Section 5775 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

**PREAMBLE**

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

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

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

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

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

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and

- Education and Workforce Readiness.

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

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

well-being, social and emotional well-being, and education and workforce readiness.

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

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

*Personal Service Delivery*

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

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

*Service Access*

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

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

*Service Environment*

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

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

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

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2010 and shall continue in full force and effect through June 30, 2011.

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 or First Automatic Renewal Period and gives written notice to the other party not less than thirty (30) days prior to the end of the initial period or at the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2011 and shall continue in full force and effect through June 30, 2012.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2013 and shall continue in full force and effect through June 30, 2014.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2014 and shall continue in full force and effect through June 30, 2015.

2. TERMINATION WITHOUT CAUSE: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party.

3. IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

(1) Any federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(2) Contractor has failed to initiate delivery of services within 30 days of the commencement date of this Agreement: or

(3) Contractor has failed to comply with any of the provisions of Paragraphs 18. (NONDISCRIMINATION IN SERVICES), 19. (NONDISCRIMINATION IN EMPLOYMENT), 21. (INDEMNIFICATION AND INSURANCE), 22. (WARRANTY AGAINST CONTINGENT FEES), 23. (CONFLICT OF INTEREST), 28. (DELEGATION AND ASSIGNMENT), 29. (SUBCONTRACTING), 34. (CHILD SUPPORT COMPLIANCE PROGRAM), and/or 48. (CERTIFICATION OF DRUG-FREE WORK PLACE) and/or; 54. (CONTRATOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

(4) In accordance with Paragraph 35. (TERMINATION FOR INSOLVENCY), 36. (TERMINATION FOR DEFAULT), 37.(TERMINATION FOR IMPROPER CONSIDERATION), 49. (COUNTY LOBBYISTS), and/or 64. (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. 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 7 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

C. In the event that this Agreement is terminated, then:

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

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

D. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 65 (NOTICES).

4. ADMINISTRATION: Director or his designee shall have the authority to administer this Agreement on behalf of County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director or his designee unless otherwise expressly provided.

A. The Director may designate one or more person(s) to act as his/her designee for the purposes of administering this Agreement.

B. Contractor shall designate in writing a Single Point of Contact who shall function as liaison with County regarding Contractor's performance hereunder.

C. Contractor 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 designee.

5. DESCRIPTION OF SERVICES:

A. General:

(1) Contractor shall provide Acute Psychiatric Inpatient Hospital Services to any Beneficiary in need of such services as authorized by this Agreement and shall assume total liability and responsibility for the provision of all Acute Psychiatric Inpatient Hospital Services rendered to any such

Beneficiary, either directly or through subcontractors as permitted under this Agreement.

Contractor shall provide Psychiatric Inpatient Hospital Services in the form as described in Service Exhibit A (FEE-FOR-SERVICE MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES), the Program Description of the Contracts Allowable Rate Fee-For-Service Medi-Cal Acute Psychiatric Inpatient Hospital Services Contract Package (contract package) for this Agreement as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director of his designee, and otherwise in this Agreement.

Contractor shall accept as payment in full for these Acute Psychiatric Inpatient Hospital Services the payment from Fiscal Intermediary as provided in Paragraph 6 (FINANCIAL PROVISIONS).

(2) Contractor shall, at its own expense, provide and maintain all facilities and professional, allied and supportive paramedical personnel necessary and appropriate to provide all Acute Psychiatric Inpatient Hospital Services.

(3) Contractor shall, at its own expense, provide and maintain all organizational and administrative capabilities to carry out all its obligations and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.

B. Licensure And Certification As Conditions Precedent To Contractor's Eligibility For Reimbursement:

(1) Contractor hereby represents and warrants that it is currently, and for the term of this Agreement shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with California Health and Safety Code Section 1250 et seq. and CCR Title 9 Chapter 11 Subchapter 1810.217, 1810.219.

(2) Contractor hereby represents and warrants that it is currently, and for the term of this Agreement shall remain, certified as a Medi-Cal provider under Title XIX.

(3) Contractor agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in this Subparagraph B and certified as a Medi-Cal provider under Title XIX as provided in this Subparagraph B, shall be express conditions precedent to Contractor's eligibility for reimbursement under this Agreement.

C. Utilization Controls As Conditions Precedent To Contractor's Eligibility For Reimbursement: As express conditions precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall adhere to all utilization controls and obtain prior authorization, if applicable, for services in accordance with the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH, LMHP, and this Agreement.

D. Quality Of Care As Condition Precedent To Contractor's Eligibility For Reimbursement: As an express condition precedent to Contractor's eligibility for reimbursement under this Agreement and regardless of whether services are rendered directly or through subcontractors as permitted under this Agreement, Contractor shall:

(1) Assure that any and all Beneficiaries receive care as required by the Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH and this Agreement.

(2) Take such action as required by Contractor's medical staff bylaws against any medical staff members who violate those bylaws.

(3) Provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in the same manner and at the same level as Contractor provides to all other patients/clients to whom Contractor renders similar services.

(4) Not discriminate against any Beneficiary in any manner whatsoever, including, but not limited to, admission practices, placement in special or separate wings or rooms, and provision of special or separate meals.

E. Assumption Of Financial Risk By Contractor: Notwithstanding any other provision of this Agreement, regardless of whether services are rendered directly or through subcontractors as permitted under this Agreement, Contractor shall bear the total financial risk for the cost of all Acute Psychiatric Inpatient Hospital Services rendered to each Beneficiary covered by this Agreement. As used in this Subparagraph E, the term "risk" means that Contractor shall accept as payment in full for any and all Acute Psychiatric Inpatient Hospital Services the payments made by Fiscal Intermediary pursuant to this Agreement. Such acceptance shall be made regardless of whether the cost of such services and related administrative expenses shall have exceeded reimbursement under this Agreement. The term "risk" also includes, but is not limited to, the cost for all Acute Psychiatric Inpatient Hospital Services for all illness or injury which may result from or is contributed to by any catastrophe or disaster which occurs subsequent to the effective date of this Agreement, including, but not limited to, acts of God, war or the public enemy.

F. Service Location(s): Except as authorized by County pursuant to Paragraph 29. (SUBCONTRACTING), Contractor shall provide all Acute Psychiatric Inpatient Hospital Services under this Agreement only at the following Contractor facility(ies): 150 Westwood Plaza, Los Angeles, CA 90095.

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).

6. FINANCIAL PROVISIONS:

A. Contract Allowable Rates (CAR): This is a CAR agreement. Fiscal Intermediary shall reimburse Contractor during the term of this Agreement for Acute Psychiatric Inpatient Hospital Services provided to Beneficiaries in accordance with WIC Section 5775 et seq., the Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH, and this Agreement. Reimbursement for Acute Psychiatric Inpatient Hospital Services shall be at the applicable CAR for Acute Psychiatric Inpatient Hospital Services and Administrative Day Services as mutually agreed upon between Contractor and County and shown in this Subparagraph A less any available third party coverage and/or Medi-Cal Share Of Cost as determined pursuant to Subparagraph B (Billing Procedures As Conditions

Precedent To Contractor's Eligibility For Reimbursement).

Acute Psychiatric Inpatient Hospital Services shall be provided in either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital. Acute Psychiatric Inpatient Hospital Services provided in an acute psychiatric hospital which is larger than sixteen beds shall be reimbursed only for Beneficiaries age 20 or younger or 65 and older.

During the term of this Agreement, the CAR for Acute Psychiatric Inpatient Hospital Services shall be:

(1) SIX HUNDRED TWENTY-SEVEN DOLLARS ($627) per day of service for each Medi-Cal Beneficiary during the Period of this Agreement as described in Paragraph 1 (TERM).

The CAR shall cover all services, including, but not limited to, medical ancillaries provided by Contractor to deliver a day of service of Acute Psychiatric Inpatient Hospital Services. Notwithstanding the foregoing, the CAR shall not include the cost of physician services and psychologist services rendered to Beneficiaries, nor shall it include the cost of transportation services incurred in providing Acute Psychiatric Inpatient Hospital Services. The cost of physician services, psychologist services, and transportation services shall not be reimbursed by the CAR.

During the term of this Agreement, the Contract Allowable Rate for Administrative Day Services shall be at the reimbursement rate determined by CDMH.

The CAR shall cover all services, including, but not limited to, medical ancillaries provided by Contractor to deliver a day of service of Administrative Day Services. Notwithstanding the foregoing, the CAR shall not include the cost of physician services and psychologist services rendered to Beneficiaries, nor shall it include the cost of transportation services incurred in providing Administrative Day Services. The cost of physician services, psychologist services, and transportation services shall not be reimbursed by the CAR.

Each Fiscal Year or portion thereof of the term of this Agreement, reimbursement for Acute Psychiatric Inpatient Hospital Services shall be made on the basis of: (1) approximately fifty percent FFP funds which are paid by Fiscal Intermediary to Contractor pursuant to this Agreement; and (2) approximately fifty percent match from funds which are allocated by State for County specifically for Acute Psychiatric Inpatient Hospital Services, which are paid by Fiscal Intermediary to Contractor pursuant to this Agreement, and which qualify as eligible FFP matching funds.

Notwithstanding any other provision of this Agreement, Contractor shall be entitled to reimbursement from Fiscal Intermediary for Acute Psychiatric Inpatient Hospital Services only: (1) if there is a Treatment Authorization Request for the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day Services which has been submitted by Contractor to County as required by this Agreement and approved by County; (2) if the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day Services provided pursuant to the County-approved Treatment Authorization Request are consistent with the County-approved Treatment Authorization Request and are appropriate for clinical reimbursement as determined by Director or his designee; (3) to the extent that funds allocated by State for

County specifically for Acute Psychiatric Inpatient Hospital Services are available as eligible FFP matching funds; and (4) for all Los Angeles County Regional Center beneficiaries, the County, acting as the Local Mental Health Plan, shall only be responsible for authorizing a maximum reimbursement for four (4) administrative days.

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

As an express condition precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall determine:

(1) Whether the Acute 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 (2) whether the Beneficiaries for whom claim is made are responsible for any/all Medi-Cal Share Of Cost for the particular Acute 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 and with the appropriate allowable psychiatric accommodation codes to Fiscal Intermediary for reimbursement for all Acute Psychiatric Inpatient Hospital Services rendered to Beneficiaries, 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 or Administrative Day Services for each Beneficiary 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 Beneficiary for the day of admission and not the day of discharge; however, a day of service may be claimed if the Beneficiary is admitted and discharged during the same day, provided that such admission and discharge is not within twenty-four hours of a prior discharge.

C. 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.

D. Recovery Of Overpayments: When an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor has been overpaid under this Agreement, then the overpayment shall be due by Contractor to County.

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

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment, provided that if State recovers the overpayment from County before the end of such sixty days, then County shall immediately recover the overpayment from Contractor. 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 the overpayment shall be recovered by County. Any overpayment 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 overpayment to County as required, then the total amount of the overpayment, as determined by Director or his designee, shall be immediately due and payable.

E. Contractor Appeal Procedures: Contractor may appeal the processing or payment of any of its claims for Acute Psychiatric Inpatient Hospital Services or the denial of any request for reimbursement of Acute Psychiatric Inpatient Hospital Services in accordance with the Medi-Cal Acute Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by CDMH.

F. 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 Acute 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 Fiscal Intermediary 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.

G. 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 Director's 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.

H. For Healthy Families Providers Only:

(1) Healthy Families Reimbursement:

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

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

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

I. No payment for Services Provided following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Limitation of County's Obligation Due to Non-Appropriation 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 A (Contract Allowable Rates (CAR)) and Subparagraph C (Government Funding Restrictions) 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, 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.

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

7. 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.

8. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, as indicated in Contractor's contract package for this Agreement, as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee and. as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Sections 5778 and all other applicable requirements of the California Business and Professions Code, WIC, CCR and State Policy Letters and function within the scope of practice as dictated by licensing boards/bodies. Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under this agreement.

9. 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 provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by Federal and State law, including but not limited to HIPAA and Sexual Harassment. 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.

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

10. PROGRAM SUPERVISION, MONITORING AND REVIEW: Director or his designee shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and federal law, Authorized County, State and/or federal representatives shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed, with or without notice, to inspect , monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or Federal representatives and

designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or Federal representative and designees within ten (10) State working days for monitoring purposes.

11. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures including but not limited to those performance standards and outcome measures required by specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 days prior to implementation. These federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor.

12. COUNTY'S QUALITY MANAGEMENT PROGRAM:

A. Contract shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 105.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the State Department of Mental Health through the Medi-Cal Performance Contract.

B. The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 105.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 105.1.

C. The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan.

D. The Contractor's level of performance under this Agreement shall be evaluated by the County no less than annually. Failure to meet performance standards may place Contractor's Agreement in jeopardy; performance deficits that are not remedied will be reported to the Board of Supervisors. The report shall 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 invoke other remedies as specified in this Agreement.

13. 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 the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) and 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 Beneficiary's eligibility for services, the services rendered, the Beneficiary 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 to the requirements in this Paragraph 13, 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) Beneficiary Records: Contractor shall maintain treatment and other records of all services in accordance with all applicable County, State and federal requirements on each individual Beneficiary which shall include, but not be limited to, Beneficiary identification number, Integrated System (IS) Beneficiary face sheet, all data elements required by the 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 Beneficiary 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 Beneficiary, financial, and other records referred to in this Paragraph 13.

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. If County determines that the results of any such reviews indicate the need for corrective action, Contractor shall within 30 days after receiving the findings of the fiscal and/or program review either (a) submit a plan of action to DMH, or (b) request a review by the Director or his designee. If Contractor requests a review by the Director or his designee within the 30 days, and if a corrective plan of action is then required, Contractor shall have 30 days to submit its corrective plan of action.

(3) 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 30 days of Contractor's receipt thereof, unless otherwise

provided by applicable federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(5) California Department of Mental Health Access to Records: Contractor agrees that for a period of seven years or until final audit is completed, whichever occurs later, following the furnishing of services under this Agreement, Contractor shall maintain and make available to the California Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a 12-month period with a related organization (as the term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 (PROGRAM SUPERVISION, MONITORING AND REVIEW) and in this Paragraph 13.

(6) 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, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

14. REPORTS:

A. General: Contract shall make reports as required by Director or his designee or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least 30 days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. County's Claims Processing Information System:

(1) Contractor shall participate in the County's Processing Information System as required by Director or his designee. Contractor Shall report to County, all program, Beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, FFS Inpatient Provider

Reference Manual and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each Fiscal Year in which the services were provided.

(2) Notwithstanding any other provision of this Agreement, only those days of service of Acute Psychiatric Inpatient Hospital Services and Administrative Day Services, as set forth on County-approved Treatment Authorization Requests and properly entered into the County's Claims Processing Information System, shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's Claims Processing Information System is accurate and complete. Contractor has responsibility to review all provider reports and to report any discrepancies to County's Claims Processing Information System representatives. Admission data must be entered by Contractor into the County's Claims Processing Information System within 24 hours of the time of admission.

(3) After the close of the monthly County's Claims Processing Information System reporting period, no data and information relating to services for that month may be added without the written approval of Director or his designee.

(4) There may be good cause reasons that prevent Contractor from entering into the County's Claims Processing Information System all data and information documenting days of service of Acute Psychiatric Inpatient Hospital Services and Administrative Day Services before the close of a particular month. If, after the close of the monthly County's Claims Processing Information System 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 County's Claims Processing and Information System. Director or his designee may, at his sole discretion, approve in writing Contractor's request to enter the data and information into the County's Claims Processing Information System. 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 the County's Claims Processing Information System.

(5) Contractor shall train its staff in the operation, procedures, policies, and all related use, of County's Claim Processing Information System as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's Claims Processing Information System.

15. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, Beneficiary records and information, and County's Claims Processing Information System, records and reports, 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 and privacy. 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 and privacy 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.

16. BENEFICIARIES RIGHTS: Contractor shall comply with all applicable beneficiaries 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 beneficiary's policies provided by County. Contractor shall post in a conspicuous place a written policy on beneficiary's rights in accordance with WIC Section 5325 and CCR Title 22, Section 70707.

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

17. REPORTING OF BENEFICIARY 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 these WIC Sections 15630, and permitted by 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

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

(2) Contractor shall assure that clerical and other non-treatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children, Contractor, and any/all Sub-Contractors, 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 or inappropriate behavior 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.

18. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions, (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 18, 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, 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 that those beneficiaries who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical condition.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in rendering services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director or his designee for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State if appropriate.

C. Contractor shall not employ discriminatory practices in the admission of any person, assignment or accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in each of

Contractor's facilities where services are provided under this Agreement in a conspicuous place, available to the public.

19. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, gender ~~sex~~, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political affiliation, and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political affiliation. Such treatment shall include, but is not limited to, the following actions: employment, promotion, demotion, transfer, recruitment or recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g.cancer), denial of family care leave, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g. cancer) denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 17 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by

Director or his designee.

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. The 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 19. 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.

20. 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.

21. INDEMNIFICATION AND INSURANCE

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

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

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B. and C. of this Paragraph 21. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from

or relate to this Contract. County may elect to satisfy all or any portion of this insurance requirement through the use of commercial or self-insurance or any combination therefore.

1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor Insurance policies at any time.

c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party name on the Certificate shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be constructed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles – Department of Mental Health**

**550 South Vermont Ave., 5th Floor**

**Los Angeles, CA 90020**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of

County's minimum Required Insurance specifications endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3) Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4) Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintain the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6) Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contactor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s) rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8) Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contactor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the county, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such

bond shall be executed by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

11) Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the Standard ISO (Insurance Service Office, Inc.) separation of insureds provisions with no insured exclusions or limitations.

13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as Additional Coverage Party under any approved program.

14) County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage:

1) Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|---|---|
| General Aggregate: | $2 million |
| Products/Completed Operations Aggregate: | $1 million |
| Personal and Advertising injury: | $1 million |
| Each Occurrence: | $1 million |

2) Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combination or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any acts of abuse, molestation, harassment, mistreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to the Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

22. 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.

23. 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 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.

24. 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.

25. 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 contract 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.

26. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein,

Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

27. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' GAIN or GROW who meet Contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Contractor.

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

28. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

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

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

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

E. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of 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 Contractor.

29. SUBCONTRACTING:

A. With the exception of registry nurses and/or other staffing agency, personnel (Registry Personnel) who may provide services at Contractor's facilities in the ordinary course of Contractor's business, 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. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, with the exception of Registry Personnel, Contractor shall make a written request to County, for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los

Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes public funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7 for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later." The Contractor will also be subject to the examination and audit of the State Auditor.

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

D. Contractor shall ensure that all subcontractors providing services on behalf of Contractor under this Agreement, including Registry Personnel, shall be required to maintain insurance as required by university to cover the provision of services hereunder. Contractor shall further ensure that all such independent contractor arrangements shall require the subcontractor to provide indemnification for any of their negligent acts and/or omissions.

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

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consents shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to

County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 29 or a blanket consent to any further subcontracting.

J. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 29, on or immediately after the effective date of the subcontract but in on event later than the date any services are performed under the subcontract.

K. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgement of Employer, in the form as contained in Contractor's contract package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgements shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in on event later than the date such employee first performs any services under the subcontract.

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

M. Director or his designee is hereby authorized to act for and on behalf of County pursuant to this Paragraph 29, including, but not limited to, consenting to any subcontracting.

30. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under agreement with the State.

31. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, including, but not limited to, Title XIX of the Social Security Act, State and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all

provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program Guide for Hospitals (1998), and Center for Medi-Care/Medicaid Services (CMS) guidelines for hospitals.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

32. 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.

33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS: In addition to the requirements Subparagraph B (Licensure And Certification As Conditions Precedent To Contractor's Eligibility For Reimbursement) of Paragraph 5 (DESCRIPTION OF SERVICES), Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications 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.

34. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter

2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

35. TERMINATION FOR INSOLVENCY:

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

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

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

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

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

B. The rights and remedies of County provided in this Paragraph 35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

36. TERMINATION FOR 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 36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

38. 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.

39. 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.

40. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or Statement of Work, 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.

The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of

Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

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

1. Service Exhibit(s) A.
2. Attachments I, II, III, IV, V, VI
3. Contract Package
4. Local Mental Health Plan Provider Manual

42. 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 42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

43. BENEFICIARY ELIGIBILITY: This Agreement is not intended to change the determination of Medi-Cal eligibility for any Beneficiary in any way. However, in the event that the California Legislature or United States Congress enacts a statute which redefines Medi-Cal eligibility so as to affect the provision of Psychiatric Inpatient Hospital Services under this Agreement, then the new definition shall apply to this Agreement.

44. 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.

45. 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 Psychiatric Inpatient Hospital Services, Contractor shall clearly indicate that the services which it provides under this Agreement are provided under authorization of the County of Los Angeles.

46. 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.

47. 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.

48. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

49. 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 the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

50. 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 50.

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51. 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.

52. 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.

53. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County, may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department

shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may , after the debarment has been in effect for at least five (5) years, submit a written request fro review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; 04 (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as part of its obligation under this Paragraph 54.

Failure by Contractor to meet the requirements of this Paragraph 54 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

specified under HIPAA.

B. The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH, 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 and HITECH 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 or HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system (Integrated System {IS}).

(1) County desires to clarify County's information system terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VII (Crosswalk Fact Sheet)

A "crosswalk" of technical terms, definitions and language to be used with this Agreement

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

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

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

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

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

F. Contractor shall ensure that all subcontractors providing services on behalf of Contractor under this Agreement, including data transmission services, shall be required to comply with all applicable state and federal privacy and security laws and regulations and contractor policies. Contractor shall require that all such subcontractors to maintain insurance as required by university policy to cover the provision of services hereunder. Contractor shall further ensure that all such independent contractor agreements shall require the subcontractor to provide indemnification for any of their negligent acts, and/or omissions.

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

56 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5)days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if

Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Attachment IV of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

58. 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.

59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor

to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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

61. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, then Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;

2. Be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; in addition to the amount described in subdivision (1); and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contactor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

62. FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

63. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

64. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 63 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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65. 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 (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

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

For the Contractor, please use the following contact information:

J. Thomas Rosenthal, MD, Associate Vice Chancellor, Chief Medical Officer, UCLA Medical Center The Regents of the University of California on behalf of the Resnick Neuropsychiatric Hospital at UCLA
10920 Wilshire Boulevard, Suite 1850
Los Angeles, CA 90024-6502

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

COUNTY OF LOS ANGELES

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

The Regents of the University of California on behalf of the Resnick Neuropsychiatric Hospital at UCLA
CONTRACTOR

By _____

Name J. Thomas Rosenthall, MD

Title Associate Vice Chancellor,
Chief Medical Officer, UCLA Medical Center
(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

FEE-FOR-SERVICE MEDI-CAL

ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

## DEFINITIONS

A. "Acute Psychiatric Inpatient Hospital Services" means those services as described in Service Exhibit A (Acute Psychiatric Inpatient Hospital Services) See attachment II, Paragraph 16 (Program Elements for Acute Psychiatric Inpatient Hospital Services);

B. "Administrative Day Services" means those services as described in Service Exhibit A (Acute Psychiatric Inpatient Hospital Services) See attachment II, Paragraph 17 (Program Elements for Administrative Day Services);

C. "Beneficiary" means any patient/client who is certified as eligible for Medi-Cal pursuant to CCR Title 22, Section 51001, and may include any patient/client who is eligible for Medi-Cal and who is enrolled in a prepaid health plan or other fee for services psychiatric/inpatient hospital services health system which contracts with State approved local physical health care Medi-Cal Managed Care Plans pursuant to applicable law. Beneficiary shall also include any patient/client whose Medi-Cal eligibility was determined after the rendition of inpatient services. Any patient/client who is eligible for Medi-Cal, who is also eligible for Medicare hospital benefits under Title XVIII of the Social Security Act, 42 United States Code Section 1395 et seq., and who has not exhausted those benefits, shall not be considered a Beneficiary. Any patient/client receiving skilled nursing facility services or long-term care services shall not be considered a Beneficiary for the purpose of this contract/agreement;

D. "CIOB" means Chief Information Office Bureau;

E "CCR" means the California Code of Regulations;

"Contract Allowable Rate" ("CAR") means the gross rate of reimbursement for Contractor's delivery of a day of service of Acute Psychiatric Inpatient Hospital Services or Administrative Day Services, as set forth in Paragraph ~~5~~ 6. (Financial Provisions) of this Agreement, and shall be the amount of reimbursement which is allowed under this Agreement for a delivery of a day of said services. The Contract Allowable Rates do not include the cost of physician services and psychologist services rendered to Beneficiaries or the cost of transportation services for providing Acute Psychiatric Inpatient Hospital Services or Administrative Day Services;

F. "CDHS" means California Department of Health Services;

G. "CDMH" means California Department of Mental Health, AKA SDMH (State Department of Mental Health;

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

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

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

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

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

M. "FFP" means Federal Financial Participation for Fee-For-Service Medi-Cal Services as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et. seq;

N. "Fiscal Intermediary" means the person or entity which has contracted with State to perform fiscal intermediary services related to this Agreement;

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

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

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

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

S. "MHMIS" Means DMH'S Mental Health Management Information System which is the Legacy clinical information and billing system also referred to as the Data Collections and Billing System;

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

U "Provider Manual" means DMH's Provider Manual for Medi-Cal Fee-For-Service Inpatient Mental Health Services. The Provider Manual contains the formal requirements, policies and procedures governing FFS Medi-Cal Inpatient Hospital Services for the Local Mental Health Plan and is incorporated into this agreement by reference;

V. "Psychiatric Inpatient Hospital Services" means the following mental health services when rendered to a Beneficiary in accordance with this Agreement: (1) Acute Psychiatric Inpatient Hospital Services; and (2) Administrative Day Services. Psychiatric Inpatient Hospital Services shall be provided in either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital. Psychiatric Inpatient Hospital Services provided in an acute psychiatric hospital which is larger than sixteen beds shall be reimbursed only for Beneficiaries age 20 or younger or 65 and older;

W. "State" means the State of California;

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

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

Attachment II

# SERVICE EXHIBIT A
# ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES
# (MODE OF SERVICE 05)

1. STATEMENT OF WORK:

The quality improvement efforts of the Medi-Cal system, as operated by the County of Los Angeles Department of Mental Health (DMH), designated by the California Department of Mental Health (CDMH) as the Local Mental Health Plan (LMHP), includes ensuring comprehensive quality services for Medi-Cal plan beneficiaries. DMH contracts for Acute Inpatient Hospital Services, Administrative Day Services provided by Lanterman-Petris-Short (LPS) designated hospitals to detain, evaluate and provide treatment to patients pursuant to Welfare and Institutions Code (WIC) Section 5150. The purpose of this agreement is to contract with qualified providers of Acute Psychiatric Inpatient Hospital Services, Administrative Day Services provided by hospitals with LPS designation to detain, evaluate and provide treatment to patients pursuant to Welfare and Institutions Code (WIC) Section 5150.

2. GENERAL: Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital Services and Administrative Day Services. Each Contractor facility that renders Acute 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 eligible, as determined by DMH, as a facility to detain and treat patients 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 Lanterman-Petris-Short (LPS) Act. This designation will be granted to those facilities, who fully comply with the criteria and process requirements set forth in the "County of Los Angeles Department of Mental Health LPS Designation Guidelines and Process For Facilities Within County of Los Angeles", Third Edition effective September 2004 and subsequent informing material.

Acute 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 substance abuse, and mental illness, are dually diagnosed, Acute 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 the Director or his designee, Contractor shall assure that at no time: (1) shall any child or adolescent under the age of 18 years receive any Acute Psychiatric Inpatient Hospital Services in a ward or unit designated for adults receiving Acute Psychiatric Inpatient Hospital Services and (2) shall any adult receive any Acute Psychiatric Inpatient Hospital Services in a ward or unit designated for children or adolescents under the age of 18 years receiving Acute Psychiatric Inpatient Hospital Services.

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

3. PERSONS TO BE SERVED:

A. Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Beneficiaries: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the characteristics described in the Contract Package and any addenda thereto, as approved in writing by the Director, or his designee, (3) for whom provider has verified eligibility for Medi-Cal in accordance with CCR Title 22, and (4) who are referred to Contractor by practitioners in the community or admitted with the consent of the Director or his designee.

B. Contractor shall provide Administrative Day Services to those Beneficiaries: (1) who have been provided Acute Psychiatric Inpatient Hospital Services and are ready for non-acute psychiatric services, (2) who have the characteristics described in the Contract Package and any addenda thereto, as approved in writing by the Director or his designee, (3) for whom provider is responsible for verifying eligibility for Medi-Cal in accordance with CCR Title 22, and (4) who are referred to Contractor by practitioners in the community or admitted with the consent of the Director or his designee .

C. The duration of any Beneficiary's Acute Psychiatric Inpatient Hospital Services hereunder shall not exceed the lesser of: (1) those days necessary to ensure that the Beneficiary 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 Beneficiary at a non-acute level of care, or (3) those days authorized by the Director or his designee. The duration of any Beneficiary's Administrative Day Services hereunder shall not exceed those days necessary to obtain non-acute psychiatric services at a lower level of care appropriate to the Beneficiary's need.

4. 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 patient health information, including a plan for the storage and protection of filed medical records to protect against any/all unauthorized access, intrusion and damage.

5. PERSONNEL/STAFFING: The minimum ratio of full-time professional personnel/staff to resident patients shall at all times be in conformance with all relevant laws, regulations, rules and DMH policies and procedures.

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

6. 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 designee.

7. TEMPORARY ABSENCES OF BENEFICIARIES FROM CONTRACTOR'S FACILITY(IES): Contractor may be reimbursed for temporary absences of Beneficiaries from Contractor's facility(ies) where: (1) the Beneficiaries are expected to return to Contractor's facility(ies) and (2) the temporary absences are therapeutically indicated and approved in writing by the Director or his designee. Reimbursement for temporary absences shall be claimed by Contractor at the CDMH established Administrative Day Rate.

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 Beneficiary's case record.

8. EMERGENCY MEDICAL TREATMENT: Beneficiaries 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 the DMH's Disaster Coordinator, Emergency Outreach Bureau, at least ten days prior to the commencement of services under this Agreement.

9. NOTICE OF ACTION:

A. & B. Pursuant to the SDMH regulations, Contractor shall give a Beneficiary, and the individual(s) responsible for the Beneficiary, a written notice of action in a manner and form as required by CDMH, whenever reimbursement for an admission and/or services is denied, and/or whenever continued

stay services are reduced or terminated while the Beneficiary remains in Contractor facility(ies). To confirm such notices have been provided to the Beneficiary and the individual(s) responsible for the Beneficiary, Contractor shall submit a copy of such notices to the DMH's Patients Rights Bureau no later than three (3) working days following notice to the beneficiary of any denial of reimbursement, reduction or termination of services.

10. STATE FAIR HEARING: Contractor shall comply with the procedures and requirements for State's Fair hearing process as described in CCR Title 22, Section(s) 50951 and 50953.

11. NOTIFICATION OF DEATH: Contractor shall immediately notify the Single Fixed Point of Responsibility (SFPR) as identified in the Data Collections and Information System, upon becoming aware of the death of any Beneficiary 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 Data Collections and Information System 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.

12. QUALITY ASSURANCE AND IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, CDHS policies and procedures, CDMH 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 LMHP's quality assurance efforts and specified procedures regarding hospitalization of Assertive Community Treatment (ACT) AB 2034 and Intensive Service Recipients (ISRs) (those clients with six (6) or more acute psychiatric hospitalizations in a twelve (12) month period) intended to ensure quality of care for plan beneficiaries. Specifically Contractor shall make every reasonable effort to contact the Single Fixed Point of Responsibility (SFPR) prior to admission but no later than 24 hours after admission to coordinate treatment and discharge planning. In conformance with these provisions, Contractor shall establish: (1) a utilization review process; (2) an interdisciplinary peer review of the quality of Beneficiary care; and (3) monitoring of medication regimens of Beneficiaries. Medication monitoring shall be conducted in accordance with County policy. A copy of Contractor's quality improvement system plan shall be available to DMH for review and written approval prior to Contractor's submission of any claims for services hereunder.

13. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a written questionnaire to certain Beneficiaries at the time of admission in accordance with DMH policies and procedures. The questionnaire shall be approved by SDHS and offer the Beneficiary 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.

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, Mental Health, Probation and other meetings DMH determines relevant to the provision of services.

Contractor's appropriately qualified clinical staff shall regularly attend and participate in the all discharge planning meetings/activities involving the County of Los Angeles Departments of Children and Family Services, Mental Health, 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 Beneficiaries. Such collaboration shall include attendance at Service Area Impact Unit meetings.

Contractor shall provide weekly meetings for hospitalized Beneficiaries to discuss the treatment plan, interventions, progress toward goals, and suggested modifications of same. To ensure coordination of care, Contractor shall include the SFPR for intensive case management clients (e.g. ACT ISRs, and AB 2034) in weekly treatment planning meetings.

15. NOTIFICATION OF EVALUATION AND/OR ADMISSION:

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

If the Beneficiary is receiving care from DMH, Contractor's evaluating professional staff must first attempt to obtain information regarding treatment from the DMH designated SFPR as indicated in the DMH Data Collections and Information System, or from the Beneficiary, or significant other. If such information cannot be obtained from the Data Collections and Information System client identification screen, Beneficiary, or significant other, then the evaluating professional staff must contact 1-800-854-7771 to request information regarding the DMH designated SFPR.

Contractor shall notify and coordinate care with the SFPR regarding all Medi-Cal acute psychiatric inpatient admissions in conformance with DMH policies and procedures relative to admission, inpatient care planning, discharge and follow-up related to the status of the client as identified on the Data Collections and Information System Client Identification Screen. Failure to notify the SFPR may result in negative consequences. For clients identified as ISR, the Contractor shall participate in Service Area planning meetings (e.g. Impact Unit meetings) to coordinate and improve the coordination of care for this

population. If the Beneficiary has been pre-assigned to a specific hospital, contractor will transfer the Beneficiary as directed by the SFPR, unless transfer is deemed to seriously compromise the safety of Beneficiary or the community.

Contractor will notify Office of the Public Guardian of the admission of any Beneficiaries who are publicly conserved. In the event Beneficiaries are not publicly conserved, Contractor shall, as deemed necessary by the contractor, evaluate clients regarding their need for conservatorship and will be obligated to pursue conservatorship for qualifying individuals. Contractor shall notify Office of the Public Guardian in a timely manner of any Beneficiaries with a 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).

16. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:

Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in accordance with Contractor's Contract Package and any addenda thereto, as approved in writing by the Director or his designee, 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 treatment, evaluations, patients' rights, and due process;

C. Safe and clean living environment with adequate lighting, clean 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 Beneficiaries 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;

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

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

R. Ongoing self-monitoring and analysis of numbers of seclusion and restraint episodes involving the staff on the unit(s) so the staff are apprised of the results of the ongoing monitoring Compliance with all Seclusion and Restraints statutes and regulations.

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

T. Honoring the preference of the Beneficiary and/or the parent of a minor, conservator, or legal guardian for the type and location of the desired treatment facility if administratively feasible and clinically appropriate.

U. Substantial consideration of the proximity of the designated facility to the patient's own community, family and support system. Alternatives to taking a patient to a more distant facility should be considered and documented on the off-site assessment form.

V. Contractor shall as required by the CDMH, provide upon admission 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, admitted with an emergency psychiatric condition to the beneficiary's representative and/or adult responsible for the child at the same time such notices are provided to the child being treated by the Contractor and document in the patient record that these notifications have been made.

W. Aftercare/discharge plan and procedures:

1) Contractor(s) shall ensure that Beneficiaries have a discharge plan. The DMH SFPR will participate in the development of the discharge plan. Reasonable efforts shall be made to ensure that all beneficiaries have appropriate housing or residence upon discharge. This plan will include a specific appointment or time at which Beneficiaries are expected to appear at an outpatient site. If the patient has a conservator, either a private conservator or the Public Guardian as temporary conservator 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 beneficiary's area.
3) If the Beneficiary requires continuous care and treatment, Contractor(s) shall insure that, upon discharge, Beneficiaries receive appropriate referrals to community agencies and suitable placement, as evidenced by documentation in the Discharge and Aftercare Plan stipulating the following:

    a.) Beneficiaries will only be placed in licensed facilities;
    b.) Contractor(s) shall implement and administer procedures for ensuring that all referrals to community placements, for continued care and treatment are to clean, safe and supervised environments; and
    c.) Contractor(s) serving older adults will adhere to the following recommendations developed by the DMH 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.

X. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written aftercare plan to the LMHP's system of care, appropriate area DMH program agency responsible for coordinating care for the Medi-Cal beneficiary being discharged. A copy of the aftercare plan shall be attached to the Provider's completed Treatment Authorization Request (TAR) form which is submitted to the LMHP upon discharge of the beneficiary from the Provider's facility.

Y. Submission of a formal written aftercare plan to the Director, or his designee, at the time

of discharge of the beneficiary.

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

17. PROGRAM ELEMENTS FOR ADMINISTRATIVE DAY SERVICES: Contractor shall provide Administrative Day Services to Beneficiaries in accordance with Contractor's Contract 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 Beneficiary 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 non-acute psychiatric services have been exhausted and shall apply to a Beneficiary awaiting such non-acute psychiatric services. The facility shall implement and document an active placement effort on behalf of each Beneficiary each day, excluding Saturdays, Sundays, and County-observed holidays, until such time as the Beneficiary 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 Beneficiaries 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;

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 Beneficiary needs;

G. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written aftercare plan to the LMHP's system of care, appropriate area DMH program agency responsible for coordinating care for the Medi-Cal beneficiary being discharged. A copy of the aftercare plan shall be attached to the Provider's completed Treatment Authorization Request (TAR) form which is submitted to the LMHP upon discharge of the beneficiary from the Provider's facility.

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

of discharge of the beneficiary.

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

**Attachment III**

## ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH FFS Hospital Agreement's Paragraph 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

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

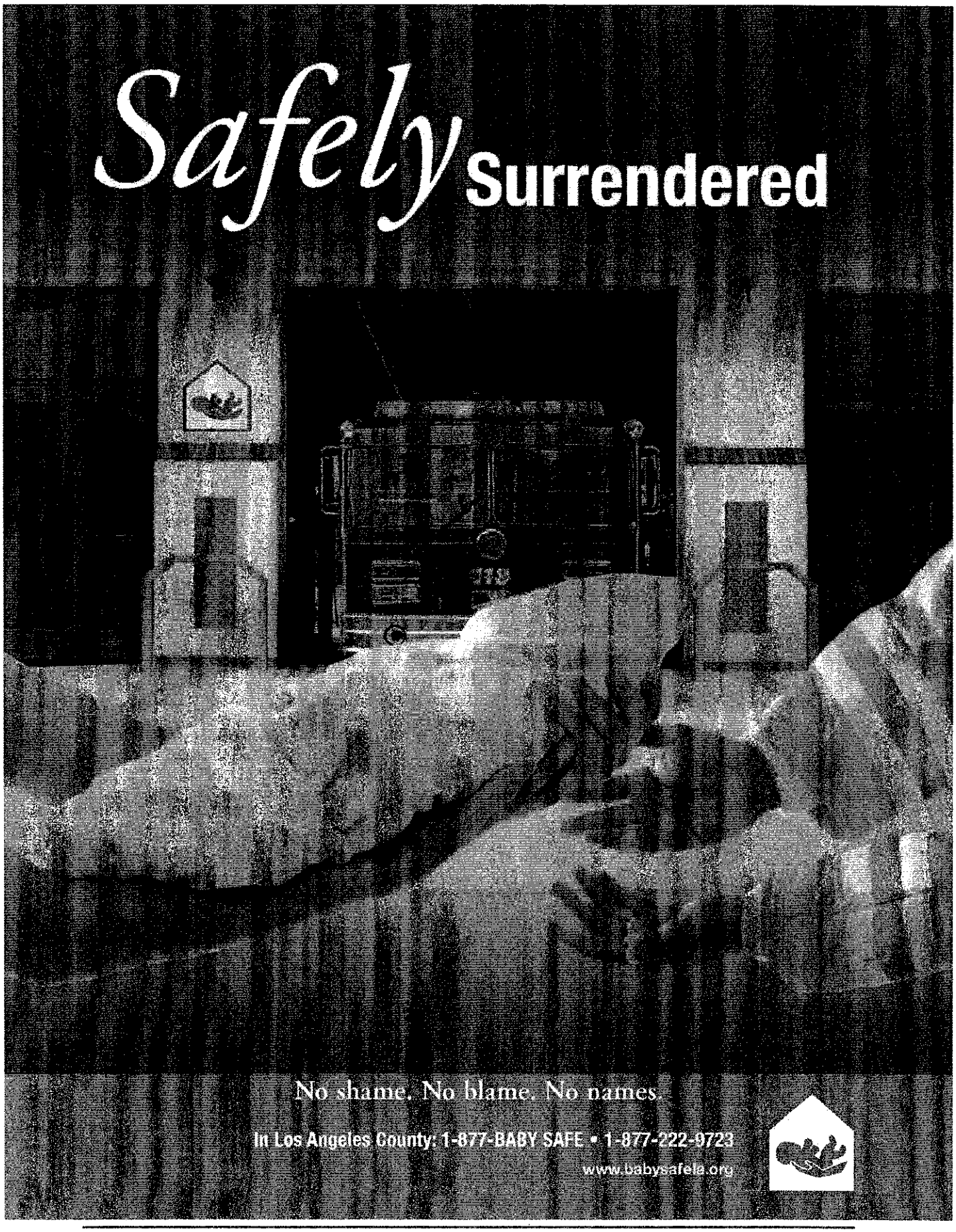
Signature of authorized official _____ Date _____

**Attachment IV**

# SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


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

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

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

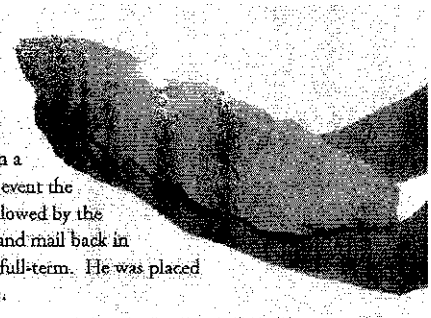
### What happens to the parent or surrendering adult?

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

### Why is California doing this?

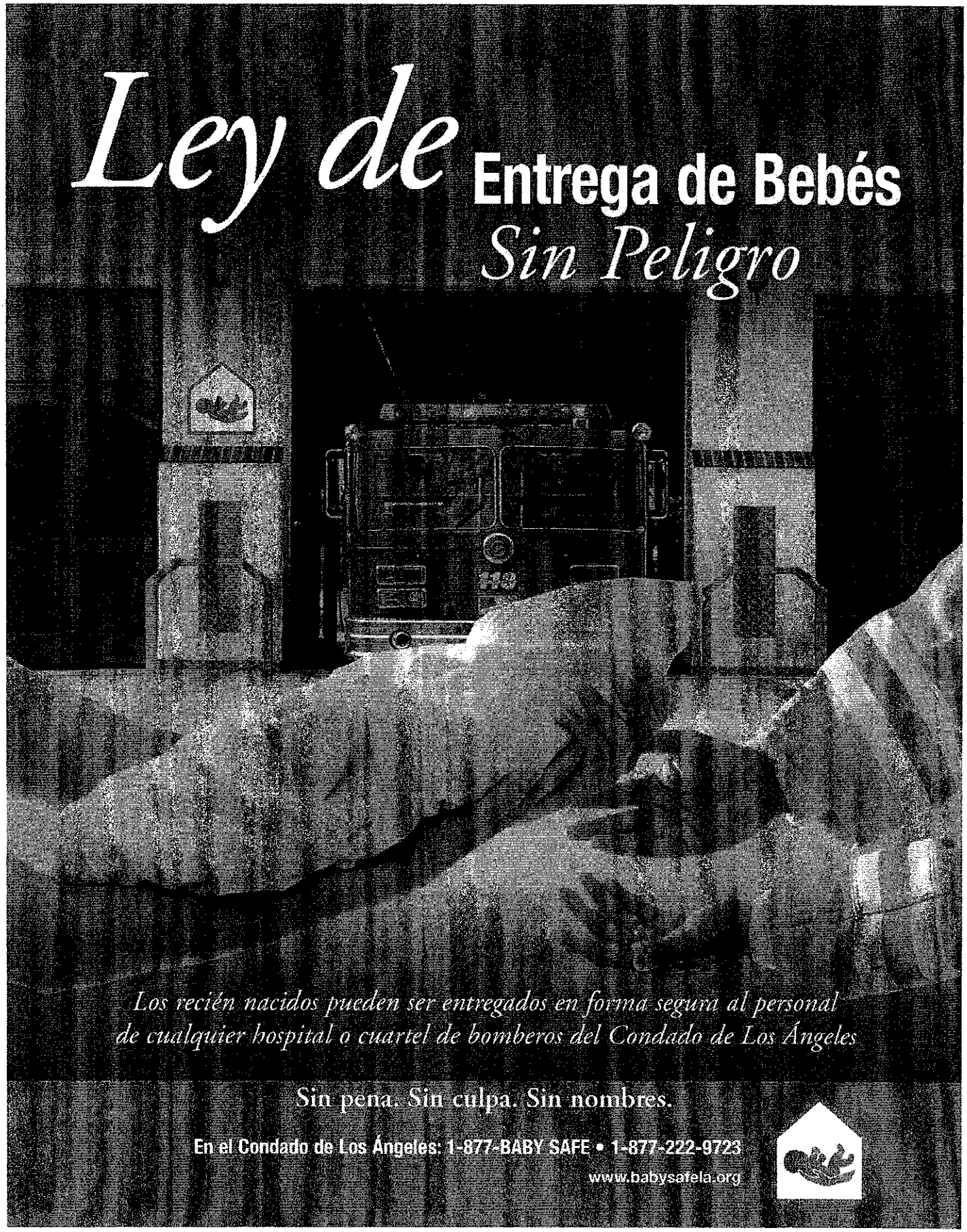
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

## *A baby's story*



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

# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

# *Ley de* Entrega de Bebés *Sin Peligro*

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

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

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

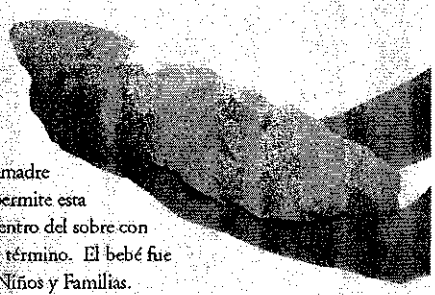
### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

### ¿Por qué se está haciendo esto en California? ?

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

## *Historia de un bebé*



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

**Attachment V**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Entity Name
Company Name

Legal Entity Address, City, State Zip
Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-2586.

Signature Date

Name and Title of Signer (Official Name, Official Title) Please print

**Attachment VI**

## ATTESTATION REGARDING STAFFING RATIO

In accordance with the DMH Mental Health Services Agreement's Paragraph 8 (STAFFING):

I, the undersigned certify that Name of the Hospital_____ meet the staffing requirement as required by WIC and CCR. Our 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, and function within the scope of practice as dictated by licensing boards/bodies.

I further certify as the official responsible for the administration of _____ _____, (hereafter "Contractor") that we shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under the agreement.

I understand and certify that we meet the staffing requirements as required by WIC and CCR.

Name of certifying official _____
Please print name

Title of certifying official _____
Please print title

Signature of certifying official _____ Date _____

# CROSSWALK FACT SHEET
# DMH FFS HOSPITAL AGREEMENT

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

ATTACHMENT C

CONTRACT NO. MH_____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this __ day of _____, 2010, 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. MH_____; and

WHEREAS, for Fiscal Year 2010-11, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, effective _____, County and Contractor intend to amend Agreement to add Psychiatric Mobile Response Team (PMRT) Psychiatric Outreach Diversion Program (PDP) services from _____, 2010 to June 30, 2011 If funding for PDP program services is available; and

WHEREAS, the purpose of this Amendment is to add the PMRT PDP under the direction of DMH Countywide Resource Management and to limit it 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 participating private hospitals; and

WHEREAS, services to be performed and reimbursed as written in Service Exhibit B (Psychiatric Inpatient Hospital Services PMRT Diversion Program) attached hereto and incorporated herein by reference.

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 the Contractor's Fiscal Year 2010-13 Contract Package for this Agreement and any addenda thereto approved in writing by Director or his designee.

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

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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. PMRT Amend add PDP services 2010-15

ATTACHMENT C

# 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) Psychiatric Outreach 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 24 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.

Lanterman-Petris-Short (LPS) Act designation is authorized by State law through the Local Mental Health Director (Director). Facilities and persons who meet the criteria and process requirements set forth in the LPS Designation Guidelines and Process for Facilities within Los Angeles County (Fourth Edition) are designated to evaluate and treat persons involuntarily detained under the LPS Act. The objective of this program is to: 1) Enhance the capability and overall quality of the mental health delivery system in Los Angeles County, 2) To ensure proper utilization of the designation authority by granting it to only those facilities which meet specified guidelines and 3) To establish the terms of and conditions pertaining to the delegation of authority by which individuals are taken into custody under the LPS.

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 the State Department of Mental Health (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, and (3) who are referred to Contractor DMH Countywide Resource Management (CRM) and brought to Contractor by DMH PMRT.

B. Contractor shall provide Administrative Day Services to those Clients: (1) who are referred to Contractor by DMH CRM 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.

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

Contractor shall not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning or during the fiscal year. In addition, when County has a reduction in funding for a particular program

provided by Contractor, Contractor shall not be responsible for continuing services for those clients linked to that funding. Contractor shall also thereafter make referrals of those clients to County or other appropriate agencies.

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 $3,300 for each eligible admission. The participating hospital shall make all inpatient psychiatric beds available for the PDP. 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 with written approval provided by DMH CRM if the client is determined to be indigent (2) if admission meets Medi-Cal medical necessity criteria and (3) if admission is not a readmission to a psychiatric inpatient service, emergency room, or psychiatric urgent care center within 24 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:

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. 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 (10) days prior to the commencement of services under this Agreement.

9. 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 Contractors' staff with knowledge of the circumstances.

10. QUALITY ASSURANCE AND IMPROVEMENT:

Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, State Department of Health Services (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.

11. 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 (4) years and shall be made available to authorized agents of County, State and/or Federal governments.

12. 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 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.

13. 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.

14. 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 24-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.

# COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
## CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

## FEE-FOR-SERVICE MEDI-CAL
## PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
## FOR FISCAL YEARS 2010-11, 2011-12, 2012-13, 2013-14 and 2014-15

| Contractor | Supv Dist. | Service Area | Contractor Psychiatric Bed Capacity | | | | Type of Hospital | Agreement Term | Current Contract Allowable Rate Acute Psychiatric | Current Contract Allowable Rate Admin. Day |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Adult | Child. | Adol. | Total | | | | |
| 1) Antelope Valley Hospital a facility of Antelope Valley Healthcare District<br>1600 West Avenue J<br>Lancaster, CA 93534 | 5 | 1 | 10 | - | - | 10 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 2) Aurora Charter Oak – Los Angeles, LLC. dba Aurora Behavioral Healthcare Charter Oak<br>1161 E. Covina Boulevard<br>Covina, CA 91724 | 5 | 3 | 50 | - | 32 | 82 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $627 | $439.08 |
| 3) Aurora Las Encinas, LLC. dba Aurora Las Encinas Hospital<br>2900 E. Del Mar Boulevard<br>Pasadena, CA 91107 | 5 | 3 | 125 | - | 13 | 138 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $627 | $439.08 |
| 4) BHC Alhambra Hospital, Inc.<br>4619 Rosemead Boulevard<br>Rosemead, CA 91770 | 1 | 3 | 51 | 34 | - | 85 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $627 | $439.08 |
| 5) Brotman Medical Center, Inc.<br>3828 Delmas Terrace<br>Culver City, CA 90231 | 2 | 5 | 70 | - | - | 70 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14 | $523 | $439.08 |

++ APH Acute Psychiatric Hospital
+GACH General Acute Care Hospital

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|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 2014-15 | | |
| 6) Catholic Healthcare West dba Northridge Hospital Medical Center – Roscoe Blvd. Campus<br>18300 Roscoe Boulevard<br>Northridge, CA 91328 | 3 | 2 | 46 | 0 | 0 | 46 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 7) Cedars-Sinai Medical Center<br>8700 Beverly Boulevard, Suite 1010<br>Los Angeles, CA 90048 | 3 | 4 | 51 | - | - | 51 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $572 and $523 | $439.08 |
| 8) Citrus Valley Health Partners dba Citrus Valley Medical Center-Inter Community Campus<br>210 W. San Bernardino Road<br>Covina, CA 91723 | 5 | 3 | 30 | - | - | 30 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 9) College Hospital, Inc. dba College Hospital Cerritos<br>10802 College Place<br>Cerritos, CA 90703 | 4 | 7 | 90 | 14 | 30 | 134 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $627 | $439.08 |
| 10) College Hospital Inc, dba College Hospital Costa Mesa<br>301 Victoria Street<br>Costa Mesa, CA 92627 | Orange Co. | Orange Co. | 64 | - | 17 | 81 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | Orange County | Orange County |
| 11) Community Hospital of Long Beach<br>1720 Termino Avenue<br>Long Beach, CA 90804 | 4 | 8 | 28 | - | - | 28 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 12) Del Amo Hospital, Inc.<br>23700 Camino Del Sol<br>Torrance, CA 90505 | 4 | 8 | 143 | 6 | 17 | 143 | ++APH | 2012-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $627 | $439.08 |

++ APH Acute Psychiatric Hospital
+GACH General Acute Care Hospital

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|---|---|---|---|---|---|---|---|---|---|---|
| 13) East Valley Glendora Hospital, LP. dba East Valley Hospital Medical Center<br>150 Wet Route 66<br>Glendora, CA 91740 | 5 | 3 | 21 | - | - | 21 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 14) Glendale Adventist Medical Center<br>1509 Wilson Terrace<br>Glendale, CA 91206 | 5 | 2 | 60 | - | - | 60 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 15) HealthSmart Pacific, Inc. dba Pacific Hospital of Long Beach<br>2776 Pacific Avenue<br>Long Beach, CA 90806 | 4 | 8 | 36 | - | - | 36 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 16) Jupiter Bellflower Doctor Hospital dba Bellflower Medical Center<br>9542 E. Artesia Boulevard<br>Bellflower, CA 90706 | 4 | 7 | 32 | - | - | 32 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 17) Los Angeles Doctors Hospital dba Metropolitan Medical Center<br>2231 South Western Avenue<br>Los Angeles, CA 90018 | 2 | 6 | 46 | - | - | 46 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 18) Pacifica Hospital of the Valley, Corp dba Pacifica Hospital of the Valley<br>9449 San Fernando Road<br>Sun Valley, CA 91352 | 3 | 2 | 39 | - | - | 39 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 19) Pasadena Hospital Association, LTD, dba Huntington Memorial Hospital<br>100 W. California Boulevard<br>Pasadena, CA 91109 | 5 | 3 | 54 | - | - | 54 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |

++ APH Acute Psychiatric Hospital
+GACH General Acute Care Hospital

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|---|---|---|---|---|---|---|---|---|---|---|
| 20) Prime Healthcare Services-Encino Hospital Medical Center<br>16237 Ventura Boulevard<br>Encino, CA 91436 | 3 | 2 | 14 | - | - | 14 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 21) San Fernando Community Hospital dba Mission Community Hospital<br>14850 Roscoe Boulevard<br>Panorama City, CA 91402 | 3 | 2 | 60 | - | - | 60 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 22) Providence Health System – Southern California dba Providence Little Company of Mary Medical Center San Pedro<br>4101 Torrance Boulevard<br>Torrance, CA 90503 | 4 | 8 | 25 | - | - | 25 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 23) St. Francis Medical Center<br>3630 E. Imperial Highway<br>Lynwood, CA 90262 | 2 | 6 | 40 | - | - | 40 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 24) Success Healthcare 1, LLC, dba Silver Lake Medical Center<br>1711 West Temple Street<br>Los Angeles, CA 90026 | 1 | 4 | 70 | - | - | 70 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |
| 25) The Regents of the University of California on behalf of the Resnick Neuropsychiatric Hospital at UCLA<br>10920 Wilshire Boulevard<br>Los Angeles, CA 90024 | 3 | 4 | 20 | - | 19 | 39 | ++APH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $627 | $439.08 |
| 26) Verdugo Hills Hospital<br>1812 Verdugo Boulevard<br>Glendale, CA 91208 | 5 | 2 | 24 | - | - | 24 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |

++ APH Acute Psychiatric Hospital
+GACH General Acute Care Hospital

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|---|---|---|---|---|---|---|---|---|---|---|
| 27) White Memorial Medical Center<br>1720 E. Cesar Chavez Avenue<br>Los Angeles, CA 90033 | 1 | 4 | 35 | - | - | 34 | +GACH | 2010-11<br>2011-12<br>2012-13<br>2013-14<br>2014-15 | $523 | $439.08 |

**Five Hundred twenty dollars** per inpatient day of service provided on the order of or under the direct supervision of a physician who is not eligible to bill Medi-Cal

.**Four hundred seventy-five dollars** per inpatient day of service provided on the order of or under the direct supervision of a physician who is eligible to bill Medi-Cal

++ APH Acute Psychiatric Hospital
+GACH General Acute Care Hospital

ATTACHMENT E

County of Los Angeles – Department of Mental Health
Contracts Development and Administration Division
CONTRACTING WITH MINORITY WOMEN-OWNED FIRMS
PERCENTAGE OF OWNERSHIP IN FIRM

| | Contractor/Firm | Firm Status | Black/African American | | Hispanic/Latin American | | Asian American | | White | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | % Men | % Women | % Men | % Women | % Men | % Women | % Men | % Women |
| 1 | Antelope Valley Hospital a facility of Antelope Valley Healthcare District | NP | | | | | | | | |
| 2 | Aurora Charter Oak – Los Angeles, LLC. dba Aurora Behavioral Healthcare Charter Oak | P | | | | | 100 | | | |
| 3 | Aurora Las Encinas, LLC dba Aurora Las Encinas Hospital | P | Publicly Traded | | | | | | | |
| 4 | BHC Alhambra Hospital, Inc. | P | Data not available | | | | | | | |
| 5 | Brotman Medical Center, Inc. | P | Publicly Traded | | | | | | | |
| 6 | Catholic Healthcare West dba Morthridge Hospital Medical Center – Roscoe Boulevard Campus | NP | | | | | | | | |
| 7 | Cedars-Sinai Medical Center | NP | | | | | | | | |
| 8 | Citrus Valley Health Partners dba Citrus Valley Medical Center-Inter Community Campus | NP | | | | | | | | |
| 9 | College Hospital, Inc. dba College Hospital Cerritos | P | | | | | | | 100 | |
| 10 | College Hospital, Inc. dba College Hospital Costa Mesa | P | | | | | | | 100 | |
| 11 | Community Hospital of Long Beach | NP | | | | | | | | |
| 12 | Del Amo Hospital, Inc. | P | | | | | | | 10 | 90 |
| 13 | East Valley Glendora Hospital, LP dba East Valley Hospital Medical Center | P | | | | | | | | |
| 14 | Glendale Adventist Medical Center | NP | | | | | | | | |
| 15 | HealthSmart Pacific, Inc. dba Pacific Hospital of Long Beach | P | | | | | | | | |
| 16 | Jupiter Bellflower Doctor Hospital dba Bellflower Medical Center | P | | | | | | | 100 | |
| 17 | Los Angeles Doctors Hospital dba Metropolitan Medical Center | P | | | | | | | 100 | |
| 18 | Pacifica Hospital of the Valley, Corporation dba Pacifica Hospital of the Valley | P | | | | | | | 100 | |
| 19 | Pasadena Hospital Association, LTD dba Huntington Memorial Hospital | NP | | | | | | | | |
| 20 | Prime Healthcare Services – Encino Hospital Medical Center | P | | | | | | | 100 | |
| 21 | Providence Health System – Southern California dba Providence Little Company of Mary Medical Center San Pedro | NP | | | | | | | | |
| 22 | San Fernando Community Hospital dba Mission Community Hospital | NP | | | | | | | | |
| 23 | St. Francis Medical Center | NP | | | | | | | | |
| 24 | Success Healthcare 1, LLC, dba Silver Lake Medical Center | P | | | | | | | | |
| 25 | The Regents of the University of California on behalf of the Resnick Neuropsychiatric Hospital at UCLA | NP | | | | | | | | |
| 26 | Verdugo Hills Hospital | NP | | | | | | | | |
| 27 | White Memorial Medical Center | NP | | | | | | | | |

Form Status: NP = Non Profit P = Profit G = Governmental

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