

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
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June 01, 2010

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 JUNE 1, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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,

A handwritten signature in black ink, appearing to read "MJ Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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

1 MENTAL HEALTH SERVICES AGREEMENT
2 CONTRACT ALLOWABLE RATE - FEE-FOR-SERVICE
3 MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES
4

5
6 CONTRACTOR

7 _____
8

9 _____
10 Contract Number

11 _____
12

13 _____
14 Reference Number

15 Business Address:

16 _____
17

18 _____
19

20 Contract Headquarters' Supervisorial District(s) _____
21

22 Mental Health Service Area: _____
23

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27 -----Below This Line For Official CDAD Use Only-----
28

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37 DISTRIBUTION
38 (Please type in the applicable name for each)
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41
42 Medical Director: Roderick Shaner, M.D.

43 Lead Manager: Pansy Washington, District Chief

44
45 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 Health 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

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

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

10 NOW, THEREFORE, Contractor and County agree as follows:

11 **PREAMBLE**

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

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

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

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

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

- 31 • Good Health;
- 32 • Economic Well-Being;
- 33 • Safety and Survival;
- 34 • Emotional and Social Well-Being; and

1 • Education and Workforce Readiness.

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

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

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

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

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

13 Personal Service Delivery

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

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

21 Service Access

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

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

28 Service Environment

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

- 31 • Ensure a safe environment
- 32 • Ensure a professional atmosphere
- 33 • Display vision, mission, and values statements
- 34 • Provide a clean and comfortable waiting area
- 35 • Ensure privacy
- 36 • Post compliant and appeals procedures

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

1 1. TERM:

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

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

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

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

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

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

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

23 3. IMMEDIATE TERMINATION BY COUNTY:

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

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

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

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

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

5 B. This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds for this
6 Agreement were appropriated by County as provided in Paragraph 7 (COUNTY'S OBLIGATION FOR
7 CURRENT AND FUTURE FISCAL YEARS).

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

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

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

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

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

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

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

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

32 5. DESCRIPTION OF SERVICES:

33 A. General:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29 6. FINANCIAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

9 (1) Whether the Acute Psychiatric Inpatient Hospital Services for which claim is made
10 are covered, in whole or in part, under any other State or federal medical care program or under any other
11 contractual or legal entitlement, including, but not limited to, any private group indemnification or insurance
12 program or workers' compensation, and (2) whether the Beneficiaries for whom claim is made are
13 responsible for any/all Medi-Cal Share Of Cost for the particular Acute Psychiatric Inpatient Hospital
14 Services. Notwithstanding any other provision of this Agreement, to the extent that any such third party
15 coverage and/or Medi-Cal Share Of Cost is available, Contractor's reimbursement shall be reduced.

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

21 (3) Contractor shall claim a day of service of Acute Psychiatric Inpatient Hospital
22 Services or Administrative Day Services for each Beneficiary who occupies an inpatient psychiatric bed at
23 12:00 midnight in Contractor's facility(ies), based on the particular services provided at that time. Contractor
24 shall claim a day of service for the Beneficiary for the day of admission and not the day of discharge;
25 however, a day of service may be claimed if the Beneficiary is admitted and discharged during the same day,
26 provided that such admission and discharge is not within twenty-four hours of a prior discharge.

27 C. Government Funding Restrictions: This Agreement shall be subject to any restrictions,
28 limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget
29 Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be
30 subject to any additional restrictions, limitations, or conditions imposed by the federal government which may
31 in any way affect the provisions or funding of this Agreement.

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

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

1 guidelines, and directives.

2 For State, County and other authorized agency audit and/or review exceptions, County shall recover
3 the payment from Contractor within sixty days of the date of the applicable audit report or other determination
4 of overpayment, provided that if State recovers the overpayment from County before the end of such sixty
5 days, then County shall immediately recover the overpayment from Contractor. Within ten days after written
6 notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify
7 County as to which of the following two payment options Contractor requests be used as the method by
8 which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash
9 payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to
10 exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to
11 make payment of any overpayment to County as required, then the total amount of the overpayment, as
12 determined by Director or his designee, shall be immediately due and payable.

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

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

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

31 H. For Healthy Families Providers Only:

32 (1) Healthy Families Reimbursement:

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

1 the State.

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

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

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

16 J. Limitation of County's Obligation Due to Non-Appropriation of Funds: Notwithstanding any
17 other provision of this Agreement, County shall not be obligated For Contractor's performance hereunder or
18 by any provision of this Agreement during this or any of County's future fiscal years unless and until County's
19 Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year.
20 Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate
21 less than the amount provided for in Subparagraph A (Contract Allowable Rates (CAR)) and Subparagraph C
22 (Government Funding Restrictions) of this Agreement, County shall reduce services under this Agreement
23 consistent with such imposed budgetary reductions. In the event funds are not appropriated for this
24 Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were
25 appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest
26 possible date.

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

33 7. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any
34 other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless
35 and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for
36 County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder

1 or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's
2 Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal
3 Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as
4 of June 30 of the last Fiscal Year for which funds were appropriated.

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

14 9. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service
15 training program of treatment review and case conferences in which all its professional, para-professional,
16 intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain
17 appropriate supervision of all persons providing services under this Agreement with particular emphasis on
18 the supervision of para-professionals, interns, students, and clinical volunteers. Contractor shall be
19 responsible for the provision of mandatory training for all staff at the time of initial employment and on an
20 ongoing basis as required by Federal and State law, including but not limited to HIPAA and Sexual
21 Harassment. Contractor shall be responsible for the training of all appropriate staff on State and County
22 policies and procedures as well as on any other matters that County may reasonably require.

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

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

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

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

15 12. QUALITY MANAGEMENT PROGRAM:

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

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

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

29 D. The Contractor's level of performance under this Agreement shall be evaluated by the
30 County no less than annually. Failure to meet performance standards may place Contractor's Agreement
31 in jeopardy; performance deficits that are not remedied will be reported to the Board of Supervisors. The
32 report shall include improvement/corrective action measures taken by the County and Contractor. If
33 improvement does not occur consistent with the corrective action measures, County may terminate this
34 Agreement or invoke other remedies as specified in this Agreement.

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1 13. RECORDS AND AUDITS:

2 A. Records:

3 (1) General:

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

7 (b) Contractor shall maintain all the information described in Subparagraph (a)
8 in accordance with the Federal Health Care Financing Administration's Health Insurance Manual Volume 15
9 (HIM 15) and generally accepted accounting principles.

10 (c) Contractor shall maintain medical records required by CCR Title 22,
11 Sections 70747 through 70751, and other records relating to a Beneficiary's eligibility for services, the
12 services rendered, the Beneficiary to whom the services were rendered, the date(s) of service, the medical
13 necessity of the services, and the quality of the care provided. Records shall be maintained in accordance
14 with CCR Title 22, Section 51476.

15 (d) In addition to the requirements in this Paragraph 4413, Contractor shall
16 comply with any additional record requirements described in the Service Exhibit(s) and shall adequately
17 document the delivery of all services described in this Agreement.

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

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

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

1 Contractor by County upon request.

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

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

16 (4) Preservation of Records: If, following termination of this Agreement, Contractor's
17 facility(ies) is (are) closed or if majority ownership of Contractor changes, then within seventy-two hours
18 thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements
19 made by Contractor for preservation of all the Beneficiary, financial, and other records referred to in this
20 Paragraph 13.

21 B. Audits:

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

25 (2) County, State and/or federal governments may, in their sole discretion, perform
26 periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement. If County
27 determines that the results of any such reviews indicate the need for corrective action, Contractor shall within
28 30 days after receiving the findings of the fiscal and/or program review either (a) submit a plan of action to
29 DMH, or (b) request a review by the Director or his designee. If Contractor requests a review by the Director
30 or his designee within the 30 days, and if a corrective plan of action is then required, Contractor shall have 30
31 days to submit its corrective plan of action.

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

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1 (4) Audit Reports: In the event that any audit of any or all aspects of this Agreement is
2 conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by
3 Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts
4 Development and Administration Division within 30 days of Contractor's receipt thereof, unless otherwise
5 provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County
6 of any request for access to information related to this Agreement by any other governmental agency.

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

19 (6) Federal Access To Records: If, and to the extent that, Section 1861(v)(1)(I) of
20 the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that
21 for a period of five years following the furnishing of services under this Agreement, Contractor shall maintain
22 and make available, to the Secretary of the United States Department of Health and Human Services or the
23 Controller General of the United States, or to any of their duly authorized representatives, the contracts,
24 books, documents and records of Contractor which are necessary to verify the nature and extent of the cost
25 of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through
26 any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month
27 period with a related organization (as that term is defined under federal law), Contractor agrees that each
28 such subcontract shall provide for such access to the subcontract, books, documents and records of the
29 subcontractor as provided in Paragraph 10 and in this Paragraph 13.

30 14. REPORTS:

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

1 B. County's Claims Processing Information System:

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

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

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

19 (4) There may be good cause reasons that prevent Contractor from entering into the
20 County's Claims Processing Information System all data and information documenting days of service of
21 Acute Psychiatric Inpatient Hospital Services and Administrative Day Services before the close of a particular
22 month. If, after the close of the monthly County's Claims Processing Information System reporting period,
23 Contractor desires to enter any data and information documenting services for a particular month, then
24 Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor
25 from timely entering such particular data and information into County's Claims Processing and Information
26 System. Director or his designee may, at his sole discretion, approve in writing Contractor's request to enter
27 the data and information into the County's Claims Processing Information System. Notwithstanding any other
28 provision of this Agreement, the only services which shall be considered legitimate and reimbursable shall be
29 those services as entered by Contractor into the County's Claims Processing Information System.

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

34 15. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information,
35 including, but not limited to, claims, County records, Beneficiary records and information, and County's
36 Claims Processing Information System, records and reports, in accordance with WIC Sections 5328 through

1 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations,
2 manuals, guidelines, and directives, relating to confidentiality and privacy. Contractor shall require all its
3 officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of,
4 and agreement to fully comply with, all such confidentiality and privacy provisions. Contractor shall indemnify
5 and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage,
6 liability, and expense arising from any disclosure of such records and information by Contractor, its officers,
7 employees, or agents.

8 16. BENEFICIARIES RIGHTS: Contractor shall comply with all applicable beneficiaries rights
9 provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR
10 Title 22, including, but not limited to, Section 70707. Contractor shall also comply with all beneficiary's
11 policies provided by County. Contractor shall post in a conspicuous place a written policy on beneficiary's
12 rights in accordance with WIC Section 5325 and CCR Title 22, Section 70707.

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

17 17. REPORTING OF BENEFICIARY ABUSE AND RELATED PERSONNEL REQUIREMENTS:

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

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

31 C. Contractor Staff:

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

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

4 (3) For the safety and welfare of elders, dependent adults, and minor children,
5 Contractor, and any/all Sub-Contractors, shall, to the maximum extent permitted by law, ascertain arrest and
6 conviction records for all current and prospective employees and shall not employ or continue to employ any
7 person convicted of any crime involving any harm or inappropriate behavior to elders, dependent adults, or
8 minor children.

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

14 18. NONDISCRIMINATION IN SERVICES:

15 A. Contractor shall not discriminate in the provision of services hereunder because of race,
16 religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental
17 handicap, or medical conditions, (except to the extent clinically appropriate), in accordance with
18 requirements of federal and State law. For the purpose of this Paragraph 18, discrimination in the
19 provision of services may include, but is not limited to, the following: denying any person any service or
20 benefit or the availability of a facility; providing any service or benefit to any person which is different, or is
21 provided in a different manner or at a different time, from that provided to others; subjecting any person to
22 segregation or separate treatment in any matter related to the receipt of any service; restricting any person
23 in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or
24 benefit; and treating any person differently from others in determining admission, enrollment, eligibility,
25 membership, or any other requirement or condition which persons must meet in order to be provided any
26 service or benefit. Contractor shall take affirmative action to ensure that that those beneficiaries who
27 qualify for services under this Agreement are provided services without regard to ability to pay or source of
28 payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or
29 physical or mental handicap or medical condition.

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

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

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

8 19. NONDISCRIMINATION IN EMPLOYMENT:

9 A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries,
10 or holding companies are and will be treated equally by it without regard to, or because of, race, color,
11 religion, national origin, ancestry, gender, age, marital status, condition of physical disability (including HIV
12 and AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political
13 affiliation, and in compliance with all applicable federal and State anti-discrimination laws and regulations.

14 The applicable regulations of the Fair Employment and Housing Commission implementing Government
15 Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of
16 Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in
17 full. Contractor and its subcontractors shall give written notice of their obligations under this clause to
18 labor organizations with which they have a collective bargaining or other agreement.

19 B. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and
20 that employees are treated during employment, without regard to race, color, religion, national origin,
21 ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and
22 AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political affiliation.
23 Such treatment shall include, but is not limited to, the following actions: employment, promotion, demotion,
24 transfer, recruitment or recruitment or recruitment advertising, layoff or termination, rates of pay or other
25 forms of compensation, selection for training, including apprenticeship and granting or denying family care
26 leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees
27 during employment based upon race, color, religion, national origin, ancestry, gender, age, marital status,
28 sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical
29 condition (e.g.cancer), denial of family care leave, or political affiliation in compliance with all applicable
30 federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and
31 treatment of its employees and applicants for employment are free from such discrimination and harassment,
32 and will comply with the provisions of the Fair Employment and Housing Act (Government Code Section
33 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title
34 2, Section 7285.0 et seq.).

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

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

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

7 E. If County finds that any of the above provisions has been violated, the same shall constitute
8 a material breach of this Agreement upon which County may immediately terminate or suspend this
9 Agreement. The County reserves the right to determine independently that the anti-discrimination provisions
10 of this Agreement have been violated. In addition, a determination by the California Fair Employment
11 Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has
12 violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that
13 Contractor has violated the anti-discrimination provisions of this Agreement.

14 F. In the event that Contractor violates any of the anti-discrimination provisions of this
15 Paragraph 19. County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500)
16 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this
17 Agreement.

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

24 21. INDEMNIFICATION AND INSURANCE

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

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

1 or relate to this Contract.

2 1) Evidence of Coverage and Notice to County

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

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

10 (c) Certificates shall identify all Required Insurance coverage types and limits
11 specified herein, reference this Contract by name or number, and be signed by an authorized representative
12 of the insurer(s). The Insured party name on the Certificate shall provide the full name of each insurer
13 providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its
14 financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand
15 (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

21 **County of Los Angeles – Department of Mental Health**
22 **550 South Vermont Ave., 5th Floor**
23 **Los Angeles, CA 90020**

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

29 2) Additional Insured Status and Scope of Coverage

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

1 the Required Insurance provisions herein.

2 3) Cancellation of Insurance

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

7 4) Failure to Maintain Insurance

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

12 5) Insurer Financial Ratings

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

15 6) Contractor's Insurance Shall Be Primary

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

19 7) Waivers of Subrogation

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

24 8) Subcontractor Insurance Coverage Requirements

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

31 9) Deductibles and Self-Insured Retentions (SIRs)

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

1 10) Claims Made Coverage

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

6 11) Application of Excess Liability Coverage

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

10 12) Separation of Insureds

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

14 13) Alternative Risk Financing Programs

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

19 14) County Review and Approval of Insurance Requirements

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

22 C. Insurance Coverage:

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

| | |
|--|-------------|
| 26 General Aggregate: | \$2 million |
| 27 Products/Completed Operations Aggregate: | \$1 million |
| 28 Personal and Advertising injury: | \$1 million |
| 29 Each Occurrence: | \$1 million |

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

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

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

9 4) Unique Insurance Coverage

10 (a) Sexual Misconduct Liability

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

15 (b) Professional Liability/Errors and Omissions

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

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

27 23. CONFLICT OF INTEREST:

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

35 B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in
36 effect or enacted during the term of this Agreement. Contractor warrants that it is not now aware of any

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

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

12 25. INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

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

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

1 during the term of this Agreement.

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

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

13 28. DELEGATION AND ASSIGNMENT:

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

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

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

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

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

14 29. SUBCONTRACTING:

15 A. No performance of this Agreement, or any portion thereof, shall be subcontracted by
16 Contractor without the prior written consent of County as provided in this Paragraph. Any attempt by
17 Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the
18 prior written consent of County, shall be null and void and shall constitute a material breach of this
19 Agreement. Notwithstanding any other provision of this Agreement,—in event of any such breach by
20 Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of
21 this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a
22 third party beneficiary of this Agreement.

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

- 26 (1) The reasons for the particular subcontract.
- 27 (2) A detailed description of the services to be provided by the subcontract.
- 28 (3) Identification of the proposed subcontractor and an explanation of why and how the
29 proposed subcontractor was selected, including the degree of competition involved.
- 30 (4) A description of the proposed subcontract amount and manner of compensation,
31 together with Contractor's cost or price analysis thereof.
- 32 (5) A copy of the proposed subcontract which shall contain the following provision:
33 "This contract is a subcontract under the terms of the prime contract with the County of Los
34 Angeles and shall be subject to all of the provisions of such prime contract."
- 35 (6) A copy of the proposed subcontract, if in excess of \$10,000 and utilizes public
36 funds, shall also contain the following provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 31. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

1 Care/Medicaid Services (CMS) guidelines for hospitals.

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

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

10 33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS: In
11 addition to the requirements Subparagraph B (Licensure And Certification As Conditions Precedent To
12 Contractor's Eligibility For Reimbursement) of Paragraph 5 (DESCRIPTION OF SERVICES), Contractor shall
13 obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations,
14 accreditations, and certifications as required by all federal, State, and local laws, ordinances, rules,
15 regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services
16 under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who
17 perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses,
18 permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A
19 copy of each such license, permit, registration, accreditation, and certificate as required by all applicable
20 federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be
21 provided, in duplicate, to DMH's Contracts Development and Administration Division.

22 34. CHILD SUPPORT COMPLIANCE PROGRAM:

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

28 As required by County's Child Support Compliance Program (County Code Chapter
29 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions
30 of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement
31 maintain in compliance with employment and wage reporting requirements as required by the Federal
32 Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance
33 Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or
34 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or
35 Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36 /

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

9 35. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

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

22 36. TERMINATION FOR DEFAULT:

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

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

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

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

1 C. The rights and remedies of County provided in this Paragraph 36 shall not be exclusive
2 and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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

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

22 40. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement
23 or Statement of Work, Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their
24 officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to
25 this Agreement which is formally approved and executed by the parties in the same manner as this
26 Agreement.

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

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

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

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

11 42. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a
12 waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time,
13 any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth
14 in this Paragraph 42 shall not be exclusive and are in addition to any other rights and remedies provided by
15 law or under this Agreement.

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

21 44. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all
22 federal statutes and regulations regarding employment of aliens and others and that all its employees
23 performing services hereunder meet the citizenship or alien status requirements set forth in federal statutes
24 and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all
25 verification and other documentation of employment eligibility status required by federal statutes and
26 regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such
27 documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless
28 County, its officers and employees from and against any employer sanctions and any other liability which may
29 be assessed against Contractor or County in connection with any alleged violation of any federal statutes or
30 regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

31 45. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature
32 distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of
33 its Psychiatric Inpatient Hospital Services, Contractor shall clearly indicate that the services which it provides
34 under this Agreement are provided under authorization of the County of Los Angeles.

35 46. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this
36 Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and

1 every term, condition, and obligation of this Agreement and that all requirements of Contractor have been
2 fulfilled to provide such actual authority.

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

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

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

22 50. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all
23 locations where services are provided under this Agreement are operated at all times in accordance with all
24 County community standards with regard to property maintenance and repair, graffiti abatement, refuse
25 removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and
26 regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall
27 include a review of compliance with this Paragraph 50.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 54. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

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

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

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

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

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

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

19 55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

28 B. The parties acknowledge their separate and independent obligations with respect to HIPAA
29 and HITECH, and that such obligations relate to *transactions and code sets, privacy, and security*.
30 Contractor understands and agrees that it is separately and independently responsible for compliance with
31 HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance
32 on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or
33 other representations with respect to Contractor's obligations under HIPAA or HITECH, but will independently
34 seek its own counsel and take the necessary measures to comply with the law and its implementing
35 regulations.

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

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

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

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

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

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

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

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

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

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

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

35 56 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

1 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections
2 2.203.010 through 2.203.090 of the Los Angeles County Code.

3 B. Written Employee Jury Service Policy:

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

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

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

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

36 /

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

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

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

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

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

1 Chapter 2.202)

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

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

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

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

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

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

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

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

27 62. FORCE MAJEURE:

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

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

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

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

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

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

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1 65. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be
2 in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail,
3 postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons
4 named. Director shall have the authority to execute all notices or demands which are required or permitted
5 by County under this Agreement. Addresses and persons to be notified may be changed by either party by
6 giving ten (10) days prior written notice thereof to the other party.

7

8 For the County, please use the following contact information:

9

10 County of Los Angeles – Department of Mental Health
11 Contracts Development and Administration Division
12 550 South Vermont Avenue, 5th Floor
13 Los Angeles, CA 90020
14 Attention: Chief of Contracts

15

16 For the Contractor, please use the following contact information:

17

18

19

20

21

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

5
6 COUNTY OF LOS ANGELES

7
8
9 By _____
10 MARVIN J. SOUTHARD, D.S.W.
11 Director of Mental Health

12
13
14 _____
15 CONTRACTOR

16
17
18 By _____
19 Name _____
20
21 Title _____
22 (AFFIX CORPORATE SEAL HERE)

23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL

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31
32 APPROVED AS TO CONTRACT
33 ADMINISTRATION:

34 DEPARTMENT OF MENTAL HEALTH

35
36 By _____
37 Chief, Contracts Development and
38 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.

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

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

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

8 3. PERSONS TO BE SERVED:

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

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

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

31 4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

32 In accordance with the Health Insurance Portability and Accountability Act (HIPAA), Contractor(s)
33 shall have effective systems and procedures fully implemented to ensure the confidentiality, security,

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

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

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

10 6. PSYCHIATRIC EMERGENCY RESPONSE: Contractors shall not maintain, utilize, or otherwise
11 arrange for mobile 5150 assessment personnel or processes outside the confines of the Contractor's
12 facility without the written consent of the Director, or his designee.

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

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

21 8. EMERGENCY MEDICAL TREATMENT: Beneficiaries who are provided services hereunder and
22 who require emergency medical care for physical illness or accident shall be transported to an appropriate
23 medical facility. The cost of such transportation as well as the cost of any emergency medical care shall
24 not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish and post written
25 procedures describing appropriate action to be taken in the event of a medical emergency. Contractor
26 shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22,
27 Section 80023. Such plan and procedures shall be submitted to the DMH's Disaster Coordinator,
28 Emergency Outreach Bureau, at least ten days prior to the commencement of services under this
29 Agreement.

30 9. NOTICE OF ACTION:

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

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

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

8 11. NOTIFICATION OF DEATH: Contractor shall immediately notify the Single Fixed Point of
9 Responsibility (SFPR) as identified in the Data Collections and Information System, upon becoming aware
10 of the death of any Beneficiary provided services hereunder. Notice shall be made by Contractor
11 immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall
12 include the name of the deceased, the deceased's Data Collections and Information System identification
13 number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's
14 staff with knowledge of the circumstances.

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

30 13. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a
31 written questionnaire to certain Beneficiaries at the time of admission in accordance with DMH policies
32 and procedures. The questionnaire shall be approved by SDHS and offer the Beneficiary the opportunity
33 to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained

1 in Contractor's file for at least four years and shall be made available to authorized agents of County, State
2 and/or Federal governments.

3 14. CONTRACTOR'S OBLIGATION TO ATTEND/PARTICIPATE IN MEETINGS: Contractor's
4 appropriately qualified clinical staff shall regularly attend and participate in all discharge planning
5 meetings/activities involving the Los Angeles County Departments of Children and Family Services, Mental
6 Health, Probation and other meetings DMH determines relevant to the provision of services.

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

11 Contractor(s) staff, representing the facility and specifically the Acute Inpatient Psychiatric program,
12 will work collaboratively with Geographic/Service Area Managers to develop a partnership for the purpose of
13 improving continuity and quality of care for Beneficiaries. Such collaboration shall include attendance at
14 Service Area Impact Unit meetings.

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

19 15. NOTIFICATION OF EVALUATION AND/OR ADMISSION:

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

22 If the Beneficiary is receiving care from DMH, Contractor's evaluating professional staff must first
23 attempt to obtain information regarding treatment from the DMH designated SFPR as indicated in the
24 DMH Data Collections and Information System, or from the Beneficiary, or significant other. If such
25 information cannot be obtained from the Data Collections and Information System client identification
26 screen, Beneficiary, or significant other, then the evaluating professional staff must contact 1-800-854-
27 7771 to request information regarding the DMH designated SFPR.

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

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

4 Contractor will notify Office of the Public Guardian of the admission of any Beneficiaries who are
5 publicly conserved. In the event Beneficiaries are not publicly conserved, Contractor shall, as deemed
6 necessary by the contractor, evaluate clients regarding their need for conservatorship and will be obligated
7 to pursue conservatorship for qualifying individuals. Contractor shall notify Office of the Public Guardian in
8 a timely manner of any Beneficiaries with a need to be conserved (e.g., on the 10th day of a 14 day hold
9 Contractor will have responsibility for transporting inpatients to and from conservatorship hearings).

10 16. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:

11 Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in
12 accordance with Contractor's Contract Package and any addenda thereto, as approved in writing by
13 the Director or his designee, for the term of this Agreement.

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

- 20 A. Twenty-four (24) hour a day, seven day a week mental health admission, evaluation,
21 referral, and treatment services, and all necessary mental health treatment and care
22 required for the entire period the individual is in the facility. (WIC 5152);
- 23 B. Services provided in conformance to all provisions in the Welfare and Institutions Code
24 Division 5, and accompanying regulations, and Department policies regarding treatment,
25 evaluations, patients' rights, and due process;
- 26 C. Safe and clean living environment with adequate lighting, clean toilet and bathing
27 facilities, hot and cold water, toiletries, and a change of laundered bedding;
- 28 D. Three balanced and complete meals each day;
- 29 E. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such
30 supervision shall include, but is not limited to, personal assistance in such matters as
31 eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 32 F. Physical examination and medical history within twenty-four hours of admission;
- 33 G. Laboratory services when medically indicated;

- 1 H. X-Rays;
- 2 I. Electrocardiograms (EKG) and electroencephalograms (EEG);
- 3 J. Medication supervision and/or maintenance program;
- 4 K. Support to psychiatric treatment services, including, but not limited to, daily patient review;
- 5 L. Support to psychological services;
- 6 M. Social work services;
- 7 N. Nursing services;
- 8 O. Recreational therapy services;
- 9 P. Occupational therapy services;
- 10 Q. Electroconvulsive therapy services when appropriate in accordance with WIC Section
- 11 5326.7 et seq.;
- 12 R. Ongoing self-monitoring and analysis of numbers of seclusion and restraint episodes
- 13 involving the staff on the unit(s) so the staff are apprised of the results of the ongoing
- 14 monitoring Compliance with all Seclusion and Restraints statutes and regulations.
- 15 S. Recommendation for further treatment, conservatorship, or referral to other existing
- 16 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
- 17 (The form that will be used to convey this aftercare plan will be the DMH form titled,
- 18 AFTERCARE/DISCHARGE PLAN AND RECOMMENDATIONS).
- 19 T. Honoring the preference of the Beneficiary and/or the parent of a minor, conservator, or
- 20 legal guardian for the type and location of the desired treatment facility if administratively
- 21 feasible and clinically appropriate.
- 22 U. Substantial consideration of the proximity of the designated facility to the patient's own
- 23 community, family and support system. Alternatives to taking a patient to a more distant
- 24 facility should be considered and documented on the off-site assessment form.
- 25 V. Contractor shall as required by the CDMH, provide upon admission the Therapeutic
- 26 Behavioral Services (TBS) notice, and the general Early Periodic Screening Diagnosis
- 27 and Treatment (EPDST) informational notice, both prepared by the SDMH pertaining to all
- 28 children qualified as Medi-Cal beneficiaries under the age of 21, admitted with an
- 29 emergency psychiatric condition to the beneficiary's representative and/or adult
- 30 responsible for the child at the same time such notices are provided to the child being
- 31 treated by the Contractor and document in the patient record that these notifications have
- 32 been made.
- 33 W. Aftercare/discharge plan and procedures:

- 1 1) Contractor(s) shall ensure that Beneficiaries have a discharge plan. The DMH SFPR
2 will participate in the development of the discharge plan. Reasonable efforts shall be
3 made to ensure that all beneficiaries have appropriate housing or residence upon
4 discharge. This plan will include a specific appointment or time at which Beneficiaries
5 are expected to appear at an outpatient site. If the patient has a conservator, either a
6 private conservator or the Public Guardian as temporary conservator or permanent
7 conservator, the hospital must involve the conservator in the discharge process, give
8 prior notice before discharge and obtain, or document efforts to obtain, the
9 conservator's approval prior to discharge.
- 10 2) Contractor shall maintain a comprehensive and current referral source list, including
11 all relevant treatment resources in the beneficiary's area.
- 12 3) If the Beneficiary requires continuous care and treatment, Contractor(s) shall insure
13 that, upon discharge, Beneficiaries receive appropriate referrals to community
14 agencies and suitable placement, as evidenced by documentation in the Discharge
15 and Aftercare Plan stipulating the following:
- 16
- 17 a.) Beneficiaries will only be placed in licensed facilities;
- 18 b.) Contractor(s) shall implement and administer procedures for
19 ensuring that all referrals to community placements, for
20 continued care and treatment are to clean, safe and supervised
21 environments; and
- 22 c.) Contractor(s) serving older adults will adhere to the following
23 recommendations developed by the DMH Office of the Medical
24 Director: "Parameters for the Initial Psychiatric Assessment of
25 Older Adults in Emergency Rooms and on Inpatient Units" and
26 "Parameters for Discharge Planning for Older Adults.
- 27 X. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written
28 aftercare plan to the LMHP's system of care, appropriate area DMH program agency
29 responsible for coordinating care for the Medi-Cal beneficiary being discharged. A copy
30 of the aftercare plan shall be attached to the Provider's completed Treatment
31 Authorization Request (TAR) form which is submitted to the LMHP upon discharge of the
32 beneficiary from the Provider's facility.
- 33 Y. Submission of a formal written aftercare plan to the Director, or his designee, at the time

1 of discharge of the beneficiary.

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

5 17. PROGRAM ELEMENTS FOR ADMINISTRATIVE DAY SERVICES: Contractor shall provide
6 Administrative Day Services to Beneficiaries in accordance with Contractor's Contract Package and any
7 addenda thereto, as approved in writing by the Director, for the term of this Agreement.

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

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

- 18 A. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot
19 and cold water, toiletries, and a change of laundered bedding;
- 20 B. Three balanced and complete meals each day;
- 21 C. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such
22 supervision shall include, but is not limited to, personal assistance in such matters as
23 eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 24 D. Social work services;
- 25 E. Nursing services;
- 26 F. Recommendation for further treatment, conservatorship, or referral to other existing
27 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
- 28 G. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written
29 aftercare plan to the LMHP's system of care, appropriate area DMH program agency responsible
30 for coordinating care for the Medi-Cal beneficiary being discharged. A copy of the aftercare plan
31 shall be attached to the Provider's completed Treatment Authorization Request (TAR) form which
32 is submitted to the LMHP upon discharge of the beneficiary from the Provider's facility.
- 33 H. Submission of a formal written aftercare plan to the Director, or his designee, at the time

1 of discharge of the beneficiary.
2 I. Maintenance of a daily attendance log and appropriate documentation for each day of
3 service provided hereunder in accordance with State regulatory (Title 9, Chapter 11) medical
4 necessity reimbursement requirements.

5 FFS Contract Exhibit A
6 FFS Hospitals FYs 2010-15

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 _____

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



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents, family members, and 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) or age of 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?

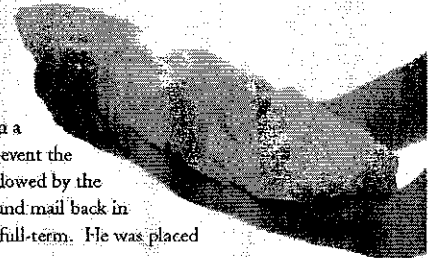
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 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, 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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brindará 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?

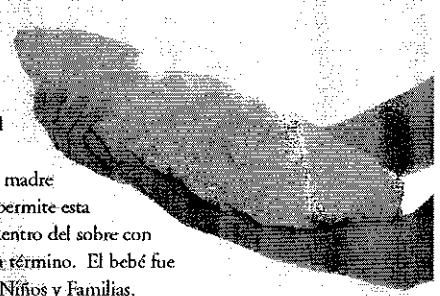
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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 brazaletes 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.



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

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 |
|---|---|
| <ul style="list-style-type: none"> ○ Health Care Financing Administration (HCFA) | <ul style="list-style-type: none"> ○ Centers for Medicare and Medicaid Services (CMS) |
| <ul style="list-style-type: none"> ○ Explanation of Benefits (EOB) | <ul style="list-style-type: none"> ○ Remittance Advice (RA) |
| <ul style="list-style-type: none"> ○ Mode of Service and Service Function Code (SFC) ○ Activity Code | <ul style="list-style-type: none"> ○ CPT Codes: <u>Current Procedural Terminology</u> published by the American Medical Association is a list of codes representing procedures or services. ○ HCPCS Codes (Level II): <u>HCFA and other Common Procedure Coding System (HCPCS)</u> Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. <p>A crosswalk of HCPCS and CPT Codes to SFC's is available in legacy files.</p> <p>UB92: Refers to coding standards designated by HIPAA.</p> |
| <ul style="list-style-type: none"> ○ DSM IV | <ul style="list-style-type: none"> ○ ICD-9 Codes: (<u>International Classification of Diseases</u>), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses. |
| <ul style="list-style-type: none"> ○ Clinical Staff and Discipline Code | <ul style="list-style-type: none"> ○ Rendering Provider and Taxonomy |
| <ul style="list-style-type: none"> ○ <u>MHMIS</u> or Mental Health Management Information System AND MIS Management Information System | <ul style="list-style-type: none"> ○ IS or Integrated System |
| <ul style="list-style-type: none"> ○ References to entering data into the MIS | <ul style="list-style-type: none"> ○ Entering data into the IS |
| <ul style="list-style-type: none"> ○ RGMS | <ul style="list-style-type: none"> ○ IS |

1 MENTAL HEALTH SERVICES AGREEMENT
2 CONTRACT ALLOWABLE RATE – FEE-FOR-SERVICE
3 MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES
4

5
6 CONTRACTOR

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

8 _____
9 Contract Number

10 Resnick Neuropsychiatric Hospital at UCLA

11 MH060026
12 Reference Number

13 Business Address:

14
15 10920 Wilshire Boulevard, Suite 1850

16
17
18 Los Angeles, CA 90024-6502

19
20
21
22 Contract Headquarters' Supervisorial District(s) 3

23
24
25
26 Mental Health Service Area: 5

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31
32 -----Below This Line For Official CDAD Use Only-----
33

34
35
36 DISTRIBUTION
37 (Please type in the applicable name for each)
38

39
40
41 Medical Director: Roderick Shaner, M.D. Lead Manager: Pansy Washington, District Chief
42

43
44 K: S or U X
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1 MENTAL HEALTH SERVICES AGREEMENT
2 CONTRACT ALLOWABLE RATE - FEE FOR SERVICE
3 MEDI-CAL ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES
4

5
6 THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and
7 between the County of Los Angeles (hereafter "County"), and The Regents of the University of California
8 on behalf of the Resnick
9 Neuropsychiatric Hospital at UCLA
10 (hereafter "Contractor")

11 Business Address:
12 10920 Wilshire Boulevard, Suite 1850
13 Los Angeles, CA 90024-6502
14 _____

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

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

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

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

30 WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal,
31 State and Local Mental Health Plan (LMHP) laws, ordinances, rules, regulations, manuals, guidelines, and
32 directives, which may include, but are not necessarily limited to, the following: California Welfare and
33 Institutions Code Section 5775 et seq., including, but not limited to, Sections 5776, 5777, 5778 and 5780;
34 Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq.; California Welfare and
35 Institutions Code Sections 14680, 14681, 14682, 14683, and 14684; California Government Code Sections
36 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; California
37 Penal Code Section 11164 et seq.; California Code of Regulations Titles 9 and 22; Medi-Cal Acute
38 Psychiatric Inpatient Hospital Services Consolidation Emergency and Permanent Regulations issued by the

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

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

10 NOW, THEREFORE, Contractor and County agree as follows:

11 **PREAMBLE**

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

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

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

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

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

- 31 • Good Health;
- 32 • Economic Well-Being;
- 33 • Safety and Survival;
- 34 • Emotional and Social Well-Being; and

1 • Education and Workforce Readiness.

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

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

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

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

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

13 Personal Service Delivery

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

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

21 Service Access

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

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

28 Service Environment

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

- 31 • Ensure a safe environment
- 32 • Ensure a professional atmosphere
- 33 • Display vision, mission, and values statements
- 34 • Provide a clean and comfortable waiting area
- 35 • Ensure privacy
- 36 • Post compliant and appeals procedures

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

1 1. TERM:

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

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

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

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

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

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

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

23 3. IMMEDIATE TERMINATION BY COUNTY:

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

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

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

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

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

5 B. This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds for this
6 Agreement were appropriated by County as provided in Paragraph 7 (COUNTY'S OBLIGATION FOR
7 CURRENT AND FUTURE FISCAL YEARS).

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

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

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

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

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

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

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

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

32 5. DESCRIPTION OF SERVICES:

33 A. General:

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

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

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

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

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

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

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

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

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

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

28 C. Utilization Controls As Conditions Precedent To Contractor's Eligibility For Reimbursement:

29 As express conditions precedent to Contractor's eligibility for reimbursement under this Agreement,
30 Contractor shall adhere to all utilization controls and obtain prior authorization, if applicable, for services in
31 accordance with the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations
32 issued by CDMH, LMHP, and this Agreement.

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

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

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

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

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

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

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

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

28 6. FINANCIAL PROVISIONS:

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

1 Precedent To Contractor's Eligibility For Reimbursement).

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

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

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

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

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

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

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

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

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

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

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

8 (1) Whether the Acute Psychiatric Inpatient Hospital Services for which claim is made
9 are covered, in whole or in part, under any other State or federal medical care program or under any other
10 contractual or legal entitlement, including, but not limited to, any private group indemnification or insurance
11 program or workers' compensation, and (2) whether the Beneficiaries for whom claim is made are
12 responsible for any/all Medi-Cal Share Of Cost for the particular Acute Psychiatric Inpatient Hospital
13 Services. Notwithstanding any other provision of this Agreement, to the extent that any such third party
14 coverage and/or Medi-Cal Share Of Cost is available, Contractor's reimbursement shall be reduced.

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

20 (3) Contractor shall claim a day of service of Acute Psychiatric Inpatient Hospital
21 Services or Administrative Day Services for each Beneficiary who occupies an inpatient psychiatric bed at
22 12:00 midnight in Contractor's facility(ies), based on the particular services provided at that time. Contractor
23 shall claim a day of service for the Beneficiary for the day of admission and not the day of discharge;
24 however, a day of service may be claimed if the Beneficiary is admitted and discharged during the same day,
25 provided that such admission and discharge is not within twenty-four hours of a prior discharge.

26 C. Government Funding Restrictions: This Agreement shall be subject to any restrictions,
27 limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget
28 Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be
29 subject to any additional restrictions, limitations, or conditions imposed by the federal government which may
30 in any way affect the provisions or funding of this Agreement.

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

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

1 For State, County and other authorized agency audit and/or review exceptions, County shall recover
2 the payment from Contractor within sixty days of the date of the applicable audit report or other determination
3 of overpayment, provided that if State recovers the overpayment from County before the end of such sixty
4 days, then County shall immediately recover the overpayment from Contractor. Within ten days after written
5 notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify
6 County as to which of the following two payment options Contractor requests be used as the method by
7 which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash
8 payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to
9 exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to
10 make payment of any overpayment to County as required, then the total amount of the overpayment, as
11 determined by Director or his designee, shall be immediately due and payable.

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

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

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

30 H. For Healthy Families Providers Only:

31 (1) Healthy Families Reimbursement:

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

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

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

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

15 J. Limitation of County's Obligation Due to Non-Appropriation of Funds: Notwithstanding any
16 other provision of this Agreement, County shall not be obligated For Contractor's performance hereunder or
17 by any provision of this Agreement during this or any of County's future fiscal years unless and until County's
18 Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year.
19 Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate
20 less than the amount provided for in Subparagraph A (Contract Allowable Rates (CAR)) and Subparagraph C
21 (Government Funding Restrictions) of this Agreement, County shall reduce services under this Agreement
22 consistent with such imposed budgetary reductions. In the event funds are not appropriated for this
23 Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were
24 appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest
25 possible date.

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

32 7. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any
33 other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless
34 and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for
35 County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder
36 or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's

1 Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal
2 Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as
3 of June 30 of the last Fiscal Year for which funds were appropriated.

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

13 9. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service
14 training program of treatment review and case conferences in which all its professional, para-professional,
15 intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain
16 appropriate supervision of all persons providing services under this Agreement with particular emphasis on
17 the supervision of para-professionals, interns, students, and clinical volunteers. Contractor shall be
18 responsible for the provision of mandatory training for all staff at the time of initial employment and on an
19 ongoing basis as required by Federal and State law, including but not limited to HIPAA and Sexual
20 Harassment. Contractor shall be responsible for the training of all appropriate staff on State and County
21 policies and procedures as well as on any other matters that County may reasonably require.

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

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

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

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

14 12. COUNTY'S QUALITY MANAGEMENT PROGRAM:

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

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

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

28 D. The Contractor's level of performance under this Agreement shall be evaluated by the
29 County no less than annually. Failure to meet performance standards may place Contractor's Agreement
30 in jeopardy; performance deficits that are not remedied will be reported to the Board of Supervisors. The
31 report shall include improvement/corrective action measures taken by the County and Contractor. If
32 improvement does not occur consistent with the corrective action measures, County may terminate this
33 Agreement or invoke other remedies as specified in this Agreement.

34 13. RECORDS AND AUDITS:

35 A. Records:

36 (1) General:

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

4 (b) Contractor shall maintain all the information described in Subparagraph (a)
5 in accordance with the Federal Health Care Financing Administration's Health Insurance Manual Volume 15
6 (HIM 15) and generally accepted accounting principles.

7 (c) Contractor shall maintain medical records required by CCR Title 22,
8 Sections 70747 through 70751, and other records relating to a Beneficiary's eligibility for services, the
9 services rendered, the Beneficiary to whom the services were rendered, the date(s) of service, the medical
10 necessity of the services, and the quality of the care provided. Records shall be maintained in accordance
11 with CCR Title 22, Section 51476.

12 (d) In addition to the requirements in this Paragraph 13, Contractor shall
13 comply with any additional record requirements described in the Service Exhibit(s) and shall adequately
14 document the delivery of all services described in this Agreement.

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

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

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

35 The entries in all financial records must be readily traceable to applicable source
36 documentation (e.g. remittance invoices, vendor invoices, employee timecards signed by employee and

1 countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger cards,
2 etc.). Any apportionment of costs shall be made in accordance with the requirements of the Federal Health
3 Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) and other guidelines,
4 standards, and procedures which may be provided by County to Contractor.

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

13 (4) Preservation of Records: If, following termination of this Agreement, Contractor's
14 facility(ies) is (are) closed or if majority ownership of Contractor changes, then within seventy-two hours
15 thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements
16 made by Contractor for preservation of all the Beneficiary, financial, and other records referred to in this
17 Paragraph 13.

18 B. Audits:

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

22 (2) County, State and/or federal governments may, in their sole discretion, perform
23 periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement. If County
24 determines that the results of any such reviews indicate the need for corrective action, Contractor shall within
25 30 days after receiving the findings of the fiscal and/or program review either (a) submit a plan of action to
26 DMH, or (b) request a review by the Director or his designee. If Contractor requests a review by the Director
27 or his designee within the 30 days, and if a corrective plan of action is then required, Contractor shall have 30
28 days to submit its corrective plan of action.

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

33 (4) Audit Reports: In the event that any audit of any or all aspects of this Agreement is
34 conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by
35 Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts
36 Development and Administration Division within 30 days of Contractor's receipt thereof, unless otherwise

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

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

15 (6) Federal Access To Records: If, and to the extent that, Section 1861(v)(1)(I) of the
16 Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a
17 period of five years following the furnishing of services under this Agreement, Contractor shall maintain and
18 make available, to the Secretary of the United States Department of Health and Human Services or the
19 Controller General of the United States, or to any of their duly authorized representatives, the contracts,
20 books, documents and records of Contractor which are necessary to verify the nature and extent of the cost
21 of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through
22 any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month
23 period with a related organization (as that term is defined under federal law), Contractor agrees that each
24 such subcontract shall provide for such access to the subcontract, books, documents and records of the
25 subcontractor as provided in Paragraph 10 and in this Paragraph 13.

26 14. REPORTS:

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

32 B. County's Claims Processing Information System:

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

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

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

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

14 (4) There may be good cause reasons that prevent Contractor from entering into the
15 County's Claims Processing Information System all data and information documenting days of service of
16 Acute Psychiatric Inpatient Hospital Services and Administrative Day Services before the close of a particular
17 month. If, after the close of the monthly County's Claims Processing Information System reporting period,
18 Contractor desires to enter any data and information documenting services for a particular month, then
19 Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor
20 from timely entering such particular data and information into County's Claims Processing and Information
21 System. Director or his designee may, at his sole discretion, approve in writing Contractor's request to enter
22 the data and information into the County's Claims Processing Information System. Notwithstanding any other
23 provision of this Agreement, the only services which shall be considered legitimate and reimbursable shall be
24 those services as entered by Contractor into the County's Claims Processing Information System.

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

29 15. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information,
30 including, but not limited to, claims, County records, Beneficiary records and information, and County's
31 Claims Processing Information System, records and reports, in accordance with WIC Sections 5328 through
32 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations,
33 manuals, guidelines, and directives, relating to confidentiality and privacy. Contractor shall require all its
34 officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of,
35 and agreement to fully comply with, all such confidentiality and privacy provisions. Contractor shall indemnify
36 and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage,

1 liability, and expense arising from any disclosure of such records and information by Contractor, its officers,
2 employees, or agents.

3 16. BENEFICIARIES RIGHTS: Contractor shall comply with all applicable beneficiaries rights
4 provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR
5 Title 22, including, but not limited to, Section 70707. Contractor shall also comply with all beneficiary's
6 policies provided by County. Contractor shall post in a conspicuous place a written policy on beneficiary's
7 rights in accordance with WIC Section 5325 and CCR Title 22, Section 70707.

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

12 17. REPORTING OF BENEFICIARY ABUSE AND RELATED PERSONNEL REQUIREMENTS:

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

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

26 C. Contractor Staff:

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

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

35 (3) For the safety and welfare of elders, dependent adults, and minor children,
36 Contractor, and any/all Sub-Contractors, shall, to the maximum extent permitted by law, ascertain arrest and

1 conviction records for all current and prospective employees and shall not employ or continue to employ any
2 person convicted of any crime involving any harm or inappropriate behavior to elders, dependent adults, or
3 minor children.

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

9 18. NONDISCRIMINATION IN SERVICES:

10 A. Contractor shall not discriminate in the provision of services hereunder because of race,
11 religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental
12 handicap, or medical conditions, (except to the extent clinically appropriate), in accordance with
13 requirements of federal and State law. For the purpose of this Paragraph 18, discrimination in the
14 provision of services may include, but is not limited to, the following: denying any person any service or
15 benefit or the availability of a facility; providing any service or benefit to any person which is different, or is
16 provided in a different manner or at a different time, from that provided to others; subjecting any person to
17 segregation or separate treatment in any matter related to the receipt of any service; restricting any person
18 in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or
19 benefit; and treating any person differently from others in determining admission, enrollment, eligibility,
20 membership, or any other requirement or condition which persons must meet in order to be provided any
21 service or benefit. Contractor shall take affirmative action to ensure that those beneficiaries who
22 qualify for services under this Agreement are provided services without regard to ability to pay or source of
23 payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or
24 physical or mental handicap or medical condition.

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

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

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

3 19. NONDISCRIMINATION IN EMPLOYMENT:

4 A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries,
5 or holding companies are and will be treated equally by it without regard to, or because of, race, color,
6 religion, national origin, ancestry, gender ~~sex~~, age, marital status, condition of physical disability (including
7 HIV and AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political
8 affiliation, and in compliance with all applicable federal and State anti-discrimination laws and regulations.

9 The applicable regulations of the Fair Employment and Housing Commission implementing Government
10 Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of
11 Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in
12 full. Contractor and its subcontractors shall give written notice of their obligations under this clause to
13 labor organizations with which they have a collective bargaining or other agreement.

14 B. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and
15 that employees are treated during employment, without regard to race, color, religion, national origin,
16 ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and
17 AIDS) or mental disability, medical condition (e.g. cancer), denial of family care leave, or political affiliation.
18 Such treatment shall include, but is not limited to, the following actions: employment, promotion, demotion,
19 transfer, recruitment or recruitment or recruitment advertising, layoff or termination, rates of pay or other
20 forms of compensation, selection for training, including apprenticeship and granting or denying family care
21 leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees
22 during employment based upon race, color, religion, national origin, ancestry, gender, age, marital status,
23 sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical
24 condition (e.g.cancer), denial of family care leave, or political affiliation in compliance with all applicable
25 federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and
26 treatment of its employees and applicants for employment are free from such discrimination and harassment,
27 and will comply with the provisions of the Fair Employment and Housing Act (Government Code Section
28 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title
29 2, Section 7285.0 et seq.).

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

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

1 Director or his designee.

2 E. If County finds that any of the above provisions has been violated, the same shall constitute
3 a material breach of this Agreement upon which County may immediately terminate or suspend this
4 Agreement. The County reserves the right to determine independently that the anti-discrimination provisions
5 of this Agreement have been violated. In addition, a determination by the California Fair Employment
6 Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has
7 violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that
8 Contractor has violated the anti-discrimination provisions of this Agreement.

9 F. In the event that Contractor violates any of the anti-discrimination provisions of this
10 Paragraph 19. County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500)
11 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this
12 Agreement.

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

19 21. INDEMNIFICATION AND INSURANCE

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

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

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

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

3 1) Evidence of Coverage and Notice to County

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

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

11 (c) Certificates shall identify all Required Insurance coverage types and limits
12 specified herein, reference this Contract by name or number, and be signed by an authorized representative
13 of the insurer(s). The Insured party name on the Certificate shall provide the full name of each insurer
14 providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its
15 financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand
16 (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

22 **County of Los Angeles – Department of Mental Health**
23 **550 South Vermont Ave., 5th Floor**
24 **Los Angeles, CA 90020**

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

30 2) Additional Insured Status and Scope of Coverage

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

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

3 3) Cancellation of Insurance

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

8 4) Failure to Maintain Insurance

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

13 5) Insurer Financial Ratings

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

16 6) Contractor's Insurance Shall Be Primary

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

20 7) Waivers of Subrogation

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

25 8) Subcontractor Insurance Coverage Requirements

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

32 9) Deductibles and Self-Insured Retentions (SIRs)

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

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

2 10) Claims Made Coverage

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

7 11) Application of Excess Liability Coverage

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

11 12) Separation of Insureds

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

15 13) Alternative Risk Financing Programs

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

20 14) County Review and Approval of Insurance Requirements

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

23 C. Insurance Coverage:

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

| | | |
|----|--|-------------|
| 27 | General Aggregate: | \$2 million |
| 28 | Products/Completed Operations Aggregate: | \$1 million |
| 29 | Personal and Advertising injury: | \$1 million |
| 30 | Each Occurrence: | \$1 million |

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

36 /

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

11 4) Unique Insurance Coverage

12 (a) Sexual Misconduct Liability

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

17 (b) Professional Liability/Errors and Omissions

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

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

29 23. CONFLICT OF INTEREST:

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

1 B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in
2 effect or enacted during the term of this Agreement. Contractor warrants that it is not now aware of any
3 facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might
4 reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of
5 such facts to County. Full written disclosure shall include, without limitation, identification of all persons
6 implicated and complete description of all relevant circumstances.

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

14 25. INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

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

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

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

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

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

15 28. DELEGATION AND ASSIGNMENT:

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

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

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

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

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

14 29. SUBCONTRACTING:

15 A. With the exception of registry nurses and/or other staffing agency, personnel (Registry
16 Personnel) who may provide services at Contractor's facilities in the ordinary course of Contractor's
17 business, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor
18 without the prior written consent of County as provided in this Paragraph. Any attempt by Contractor to
19 subcontract any performance, obligation, or responsibility under this Agreement, without the prior written
20 consent of County, shall be null and void and shall constitute a material breach of this Agreement.
21 Notwithstanding any other provision of this Agreement,—in event of any such breach by Contractor, this
22 Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement,
23 the parties do not in any way intend that any person or entity shall acquire any rights as a third party
24 beneficiary of this Agreement.

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

- 29 (1) The reasons for the particular subcontract.
- 30 (2) A detailed description of the services to be provided by the subcontract.
- 31 (3) Identification of the proposed subcontractor and an explanation of why and how the
32 proposed subcontractor was selected, including the degree of competition involved.
- 33 (4) A description of the proposed subcontract amount and manner of compensation,
34 together with Contractor's cost or price analysis thereof.
- 35 (5) A copy of the proposed subcontract which shall contain the following provision:
36 "This contract is a subcontract under the terms of the prime contract with the County of Los

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 31. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

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

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

18 33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS: In
19 addition to the requirements Subparagraph B (Licensure And Certification As Conditions Precedent To
20 Contractor's Eligibility For Reimbursement) of Paragraph 5 (DESCRIPTION OF SERVICES), Contractor shall
21 obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations,
22 accreditations, and certifications as required by all federal, State, and local laws, ordinances, rules,
23 regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services
24 under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who
25 perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses,
26 permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A
27 copy of each such license, permit, registration, accreditation, and certificate as required by all applicable
28 federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be
29 provided, in duplicate, to DMH's Contracts Development and Administration Division.

30 34. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

1 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions
2 of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement
3 maintain in compliance with employment and wage reporting requirements as required by the Federal
4 Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance
5 Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or
6 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or
7 Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8 B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support
9 Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in
10 Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall
11 constitute default under this Agreement. Without limiting the rights and remedies available to County under
12 any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of
13 written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34
14 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter
15 2.202.

16 35. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

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

29 36. TERMINATION FOR DEFAULT:

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

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

35 (2) If, as determined in the sole judgment of County, Contractor fails to perform
36 and/or comply with any of the other provisions of this Agreement or so fails to make progress as to

1 endanger performance of this Agreement in accordance with its terms, and in either of these two
2 circumstances, does not cure such failure within a period of five days (or such longer period as County
3 may authorize in writing) after receipt of notice from County specifying such failure.

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

8 C. The rights and remedies of County provided in this Paragraph 36 shall not be exclusive
9 and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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

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

29 40. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement
30 or Statement of Work, Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their
31 officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to
32 this Agreement which is formally approved and executed by the parties in the same manner as this
33 Agreement.

34 The County's Board of Supervisors or Chief Administrative Officer or designee may require the
35 addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement.
36 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

1 regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

2 45. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature
3 distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of
4 its Psychiatric Inpatient Hospital Services, Contractor shall clearly indicate that the services which it provides
5 under this Agreement are provided under authorization of the County of Los Angeles.

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

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

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

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

29 50. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all
30 locations where services are provided under this Agreement are operated at all times in accordance with all
31 County community standards with regard to property maintenance and repair, graffiti abatement, refuse
32 removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and
33 regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall
34 include a review of compliance with this Paragraph 50.

35 /

36 /

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29 54. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

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

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

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

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

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

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

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

29 55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

1 specified under HIPAA.

2 B. The parties acknowledge their separate and independent obligations with respect to HIPAA
3 and HITECH, and that such obligations relate to *transactions and code sets, privacy, and security*.
4 Contractor understands and agrees that it is separately and independently responsible for compliance with
5 HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance
6 on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or
7 other representations with respect to Contractor's obligations under HIPAA or HITECH, but will independently
8 seek its own counsel and take the necessary measures to comply with the law and its implementing
9 regulations.

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

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

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

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

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

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

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

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

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

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

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

10 56 COMPLIANCE WITH JURY SERVICE PROGRAM:

11 A. Jury Service Program: This Agreement is subject to the provisions of the County's
12 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections
13 2.203.010 through 2.203.090 of the Los Angeles County Code.

14 B. Written Employee Jury Service Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 62. FORCE MAJEURE:

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

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

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

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

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

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1 65. **NOTICES:** All notices or demands required or permitted to be given under this Agreement shall be
2 in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail,
3 postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons
4 named. Director shall have the authority to execute all notices or demands which are required or permitted
5 by County under this Agreement. Addresses and persons to be notified may be changed by either party by
6 giving ten (10) days prior written notice thereof to the other party.

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8

For the County, please use the following contact information:

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County of Los Angeles – Department of Mental Health

11

Contracts Development and Administration Division

12

550 South Vermont Avenue, 5th Floor

13

Los Angeles, CA 90020

14

Attention: Chief of Contracts

15

16

For the Contractor, please use the following contact information:

17

18

J. Thomas Rosenthal, MD, Associate Vice Chancellor, Chief Medical Officer, UCLA Medical

19

Center The Regents of the University of California on behalf of the Resnick Neuropsychiatric

20

Hospital at UCLA

21

10920 Wilshire Boulevard, Suite 1850

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Los Angeles, CA 90024-6502

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by 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 Rosenthal, 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.

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3 SERVICE EXHIBIT A
4 ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES
5 (MODE OF SERVICE 05)

6 1. STATEMENT OF WORK:

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

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

22 LPS designation is authorized by state law through the Local Mental Health Director (Director).
23 This designation allows facilities to evaluate and treat persons involuntarily detained under the Lanterman-
24 Petris-Short (LPS) Act. This designation will be granted to those facilities, who fully comply with the
25 criteria and process requirements set forth in the "County of Los Angeles Department of Mental Health
26 LPS Designation Guidelines and Process For Facilities Within County of Los Angeles", Third Edition
27 effective September 2004 and subsequent informing material.

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

33 Notwithstanding any other provision of this Agreement, except as specifically approved in writing

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

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

8 3. PERSONS TO BE SERVED:

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

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

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

31 4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

32 In accordance with the Health Insurance Portability and Accountability Act (HIPAA), Contractor(s)
33 shall have effective systems and procedures fully implemented to ensure the confidentiality, security,

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

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

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

10 6. PSYCHIATRIC EMERGENCY RESPONSE: Contractors shall not maintain, utilize, or otherwise
11 arrange for mobile 5150 assessment personnel or processes outside the confines of the Contractor's
12 facility without the written consent of the Director, or his designee.

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

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

21 8. EMERGENCY MEDICAL TREATMENT: Beneficiaries who are provided services hereunder and
22 who require emergency medical care for physical illness or accident shall be transported to an appropriate
23 medical facility. The cost of such transportation as well as the cost of any emergency medical care shall
24 not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish and post written
25 procedures describing appropriate action to be taken in the event of a medical emergency. Contractor
26 shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22,
27 Section 80023. Such plan and procedures shall be submitted to the DMH's Disaster Coordinator,
28 Emergency Outreach Bureau, at least ten days prior to the commencement of services under this
29 Agreement.

30 9. NOTICE OF ACTION:

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

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

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

8 11. NOTIFICATION OF DEATH: Contractor shall immediately notify the Single Fixed Point of
9 Responsibility (SFPR) as identified in the Data Collections and Information System, upon becoming aware
10 of the death of any Beneficiary provided services hereunder. Notice shall be made by Contractor
11 immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall
12 include the name of the deceased, the deceased's Data Collections and Information System identification
13 number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's
14 staff with knowledge of the circumstances.

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

30 13. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a
31 written questionnaire to certain Beneficiaries at the time of admission in accordance with DMH policies
32 and procedures. The questionnaire shall be approved by SDHS and offer the Beneficiary the opportunity
33 to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained

1 in Contractor's file for at least four years and shall be made available to authorized agents of County, State
2 and/or Federal governments.

3 14. CONTRACTOR'S OBLIGATION TO ATTEND/PARTICIPATE IN MEETINGS: Contractor's
4 appropriately qualified clinical staff shall regularly attend and participate in all discharge planning
5 meetings/activities involving the Los Angeles County Departments of Children and Family Services, Mental
6 Health, Probation and other meetings DMH determines relevant to the provision of services.

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

11 Contractor(s) staff, representing the facility and specifically the Acute Inpatient Psychiatric program,
12 will work collaboratively with Geographic/Service Area Managers to develop a partnership for the purpose of
13 improving continuity and quality of care for Beneficiaries. Such collaboration shall include attendance at
14 Service Area Impact Unit meetings.

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

19 15. NOTIFICATION OF EVALUATION AND/OR ADMISSION:

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

22 If the Beneficiary is receiving care from DMH, Contractor's evaluating professional staff must first
23 attempt to obtain information regarding treatment from the DMH designated SFPR as indicated in the
24 DMH Data Collections and Information System, or from the Beneficiary, or significant other. If such
25 information cannot be obtained from the Data Collections and Information System client identification
26 screen, Beneficiary, or significant other, then the evaluating professional staff must contact 1-800-854-
27 7771 to request information regarding the DMH designated SFPR.

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

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

4 Contractor will notify Office of the Public Guardian of the admission of any Beneficiaries who are
5 publicly conserved. In the event Beneficiaries are not publicly conserved, Contractor shall, as deemed
6 necessary by the contractor, evaluate clients regarding their need for conservatorship and will be obligated
7 to pursue conservatorship for qualifying individuals. Contractor shall notify Office of the Public Guardian in
8 a timely manner of any Beneficiaries with a need to be conserved (e.g., on the 10th day of a 14 day hold
9 Contractor will have responsibility for transporting inpatients to and from conservatorship hearings).

10 16. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:

11 Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in
12 accordance with Contractor's Contract Package and any addenda thereto, as approved in writing by
13 the Director or his designee, for the term of this Agreement.

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

- 20 A. Twenty-four (24) hour a day, seven day a week mental health admission, evaluation,
21 referral, and treatment services, and all necessary mental health treatment and care
22 required for the entire period the individual is in the facility. (WIC 5152);
- 23 B. Services provided in conformance to all provisions in the Welfare and Institutions Code
24 Division 5, and accompanying regulations, and Department policies regarding treatment,
25 evaluations, patients' rights, and due process;
- 26 C. Safe and clean living environment with adequate lighting, clean toilet and bathing
27 facilities, hot and cold water, toiletries, and a change of laundered bedding;
- 28 D. Three balanced and complete meals each day;
- 29 E. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such
30 supervision shall include, but is not limited to, personal assistance in such matters as
31 eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 32 F. Physical examination and medical history within twenty-four hours of admission;
- 33 G. Laboratory services when medically indicated;

- 1 H. X-Rays;
- 2 I. Electrocardiograms (EKG) and electroencephalograms (EEG);
- 3 J. Medication supervision and/or maintenance program;
- 4 K. Support to psychiatric treatment services, including, but not limited to, daily patient review;
- 5 L. Support to psychological services;
- 6 M. Social work services;
- 7 N. Nursing services;
- 8 O. Recreational therapy services;
- 9 P. Occupational therapy services;
- 10 Q. Electroconvulsive therapy services when appropriate in accordance with WIC Section
- 11 5326.7 et seq.;
- 12 R. Ongoing self-monitoring and analysis of numbers of seclusion and restraint episodes
- 13 involving the staff on the unit(s) so the staff are apprised of the results of the ongoing
- 14 monitoring Compliance with all Seclusion and Restraints statutes and regulations.
- 15 S. Recommendation for further treatment, conservatorship, or referral to other existing
- 16 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
- 17 (The form that will be used to convey this aftercare plan will be the DMH form titled,
- 18 AFTERCARE/DISCHARGE PLAN AND RECOMMENDATIONS).
- 19 T. Honoring the preference of the Beneficiary and/or the parent of a minor, conservator, or
- 20 legal guardian for the type and location of the desired treatment facility if administratively
- 21 feasible and clinically appropriate.
- 22 U. Substantial consideration of the proximity of the designated facility to the patient's own
- 23 community, family and support system. Alternatives to taking a patient to a more distant
- 24 facility should be considered and documented on the off-site assessment form.
- 25 V. Contractor shall as required by the CDMH, provide upon admission the Therapeutic
- 26 Behavioral Services (TBS) notice, and the general Early Periodic Screening Diagnosis
- 27 and Treatment (EPDST) informational notice, both prepared by the SDMH pertaining to all
- 28 children qualified as Medi-Cal beneficiaries under the age of 21, admitted with an
- 29 emergency psychiatric condition to the beneficiary's representative and/or adult
- 30 responsible for the child at the same time such notices are provided to the child being
- 31 treated by the Contractor and document in the patient record that these notifications have
- 32 been made.
- 33 W. Aftercare/discharge plan and procedures:

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- 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

1 of discharge of the beneficiary.

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

5 17. PROGRAM ELEMENTS FOR ADMINISTRATIVE DAY SERVICES: Contractor shall provide
6 Administrative Day Services to Beneficiaries in accordance with Contractor's Contract Package and any
7 addenda thereto, as approved in writing by the Director, for the term of this Agreement.

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

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

- 18 A. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot
19 and cold water, toiletries, and a change of laundered bedding;
- 20 B. Three balanced and complete meals each day;
- 21 C. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such
22 supervision shall include, but is not limited to, personal assistance in such matters as
23 eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 24 D. Social work services;
- 25 E. Nursing services;
- 26 F. Recommendation for further treatment, conservatorship, or referral to other existing
27 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
- 28 G. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written
29 aftercare plan to the LMHP's system of care, appropriate area DMH program agency responsible
30 for coordinating care for the Medi-Cal beneficiary being discharged. A copy of the aftercare plan
31 shall be attached to the Provider's completed Treatment Authorization Request (TAR) form which
32 is submitted to the LMHP upon discharge of the beneficiary from the Provider's facility.
- 33 H. Submission of a formal written aftercare plan to the Director, or his designee, at the time

1 of discharge of the beneficiary.

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

5 FFS Contract Exhibit A

6 FFS Hospitals FYs 2010-15

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 _____

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



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with law enforcement, who know or have information the parent has given permission to confidentially surrender a baby. As long as the baby is in 72 hours (72 hours) of age or younger and the parent has not been abused or neglected, the baby may be surrendered without fear of 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?

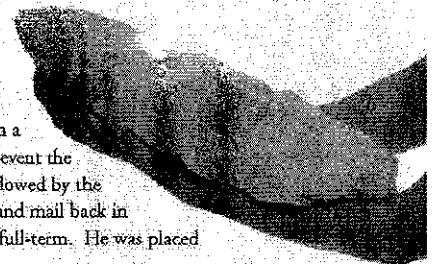
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 ankler 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



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 de él o 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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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 periodo 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.



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

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 |
|--|---|
| <ul style="list-style-type: none"> ○ Health Care Financing Administration (HCFA) | <ul style="list-style-type: none"> ○ Centers for Medicare and Medicaid Services (CMS) |
| <ul style="list-style-type: none"> ○ Explanation of Benefits (EOB) | <ul style="list-style-type: none"> ○ Remittance Advice (RA) |
| <ul style="list-style-type: none"> ○ Mode of Service and Service Function Code (SFC) ○ Activity Code | <ul style="list-style-type: none"> ○ CPT Codes: <u>Current Procedural Terminology</u> published by the American Medical Association is a list of codes representing procedures or services. ○ HCPCS Codes (Level II): <u>HCFA and other Common Procedure Coding System (HCPCS)</u> Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. <p>A crosswalk of HCPCS and CPT Codes to SFC's is available in legacy files.</p> <p>UB92: Refers to coding standards designated by HIPAA.</p> |
| <ul style="list-style-type: none"> ○ DSM IV | <ul style="list-style-type: none"> ○ ICD-9 Codes: (<u>International Classification of Diseases</u>), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses. |
| <ul style="list-style-type: none"> ○ Clinical Staff and Discipline Code | <ul style="list-style-type: none"> ○ Rendering Provider and Taxonomy |
| <ul style="list-style-type: none"> ○ MHMIS or Mental Health Management Information System AND MIS Management Information System | <ul style="list-style-type: none"> ○ IS or Integrated System |
| <ul style="list-style-type: none"> ○ References to entering data into the MIS | <ul style="list-style-type: none"> ○ Entering data into the IS |
| <ul style="list-style-type: none"> ○ RGMS | <ul style="list-style-type: none"> ○ IS |

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

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 Psychiatric | Current Contract Allowable Rate Admin. Day | |
|---|------------|--------------|-------------------------------------|--------|-------|------------------|----------------|---|--|----------|
| | | | Adult | Child. | Adol. | | | | | Total |
| 1) Antelope Valley Hospital a facility of Antelope Valley Healthcare District 1600 West Avenue J Lancaster, CA 93534 | 5 | 1 | 10 | - | - | 10 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 2) Aurora Charter Oak – Los Angeles, LLC. dba Aurora Behavioral Healthcare Charter Oak 1161 E. Covina Boulevard Covina, CA 91724 | 5 | 3 | 50 | - | 32 | 82 | ++APH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$627 | \$439.08 |
| 3) Aurora Las Encinas, LLC. dba Aurora Las Encinas Hospital 2900 E. Del Mar Boulevard Pasadena, CA 91107 | 5 | 3 | 125 | - | 13 | 138 | ++APH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$627 | \$439.08 |
| 4) BHC Alhambra Hospital, Inc. 4619 Rosemead Boulevard Rosemead, CA 91770 | 1 | 3 | 51 | 34 | - | 85 | ++APH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$627 | \$439.08 |
| 5) Brotman Medical Center, Inc. 3828 Delmas Terrace Culver City, CA 90231 | 2 | 5 | 70 | - | - | 70 | +GACH | 2010-11 2011-12 2012-13 2013-14 | \$523 | \$439.08 |

++ APH Acute Psychiatric Hospital
 +GACH General Acute Care Hospital

| 6) Catholic Healthcare West dba Northridge Hospital Medical Center – Roscoe Blvd. Campus 18300 Roscoe Boulevard Northridge, CA 91328 | 3 | 2 | 46 | 0 | 0 | 46 | | | | | | | | | |
|--|------------|------------|-----|----|----|-----|--|--|--|--|--|--|--|--|--|
| 7) Cedars-Sinai Medical Center 8700 Beverly Boulevard, Suite 1010 Los Angeles, CA 90048 | 3 | 4 | 51 | - | - | 51 | | | | | | | | | |
| 8) Citrus Valley Health Partners dba Citrus Valley Medical Center-Inter Community Campus 210 W. San Bernardino Road Covina, CA 91723 | 5 | 3 | 30 | - | - | 30 | | | | | | | | | |
| 9) College Hospital, Inc. dba College Hospital Cerritos 10802 College Place Cerritos, CA 90703 | 4 | 7 | 90 | 14 | 30 | 134 | | | | | | | | | |
| 10) College Hospital Inc, dba College Hospital Costa Mesa 301 Victoria Street Costa Mesa, CA 92627 | Orange Co. | Orange Co. | 64 | - | 17 | 81 | | | | | | | | | |
| 11) Community Hospital of Long Beach 1720 Termino Avenue Long Beach, CA 90804 | 4 | 8 | 28 | - | - | 28 | | | | | | | | | |
| 12) Del Amo Hospital, Inc. 23700 Camino Del Sol Torrance, CA 90505 | 4 | 8 | 143 | 6 | 17 | 143 | | | | | | | | | |

| | | | | | | | | | | |
|---|---|---|----|---|---|----|-------|---|-------|----------|
| 13) East Valley Glendora Hospital, L.P. dba East Valley Hospital Medical Center 150 Wet Route 66 Glendora, CA 91740 | 5 | 3 | 21 | - | - | 21 | ++APH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 14) Glendale Adventist Medical Center 1509 Wilson Terrace Glendale, CA 91206 | 5 | 2 | 60 | - | - | 60 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 15) HealthSmart Pacific, Inc. dba Pacific Hospital of Long Beach 2776 Pacific Avenue Long Beach, CA 90806 | 4 | 8 | 36 | - | - | 36 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 16) Jupiter Bellflower Doctor Hospital dba Bellflower Medical Center 9542 E. Artesia Boulevard Bellflower, CA 90706 | 4 | 7 | 32 | - | - | 32 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 17) Los Angeles Doctors Hospital dba Metropolitan Medical Center 2231 South Western Avenue Los Angeles, CA 90018 | 2 | 6 | 46 | - | - | 46 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 18) Pacifica Hospital of the Valley, Corp dba Pacifica Hospital of the Valley 9449 San Fernando Road Sun Valley, CA 91352 | 3 | 2 | 39 | - | - | 39 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 19) Pasadena Hospital Association, LTD, dba Huntington Memorial Hospital 100 W. California Boulevard Pasadena, CA 91109 | 5 | 3 | 54 | - | - | 54 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |

| | | | | | | | | | | | | | |
|---|---|---|----|---|----|----|---|---|----|-------|---|-------|----------|
| 20) Prime Healthcare Services-Encino Hospital Medical Center 16237 Ventura Boulevard Encino, CA 91436 | 3 | 2 | 14 | - | - | 14 | - | - | 14 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 21) San Fernando Community Hospital dba Mission Community Hospital 14850 Roscoe Boulevard Panorama City, CA 91402 | 3 | 2 | 60 | - | - | 60 | - | - | 60 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 22) Providence Health System – Southern California dba Providence Little Company of Mary Medical Center San Pedro 4101 Torrance Boulevard Torrance, CA 90503 | 4 | 8 | 25 | - | - | 25 | - | - | 25 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 23) St. Francis Medical Center 3630 E. Imperial Highway Lynwood, CA 90262 | 2 | 6 | 40 | - | - | 40 | - | - | 40 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 24) Success Healthcare 1, LLC, dba Silver Lake Medical Center 1711 West Temple Street Los Angeles, CA 90026 | 1 | 4 | 70 | - | - | 70 | - | - | 70 | ++APH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |
| 25) The Regents of the University of California on behalf of the Resnick Neuropsychiatric Hospital at UCLA 10920 Wilshire Boulevard Los Angeles, CA 90024 | 3 | 4 | 20 | - | 19 | 39 | - | - | 39 | ++APH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$627 | \$439.08 |
| 26) Verdugo Hills Hospital 1812 Verdugo Boulevard Glendale, CA 91208 | 5 | 2 | 24 | - | - | 24 | - | - | 24 | +GACH | 2010-11 2011-12 2012-13 2013-14 2014-15 | \$523 | \$439.08 |

| | | | | | | | | | | |
|---|---|---|----|---|---|----|-------|---|-------|----------|
| 27) White Memorial Medical Center 1720 E. Cesar Chavez Avenue Los Angeles, CA 90033 | 1 | 4 | 35 | - | - | 34 | +GACH | 2010-11 2011-12 2012-13 2013-14 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

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.