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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

Fax: (213) 386-1297

May 17, 2007

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

43

MAY 29 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO RENEW 28 MENTAL HEALTH SERVICES
CONTRACT ALLOWABLE RATE – FEE-FOR-SERVICES
MEDI-CAL ACUTE PSYCHIATRIC INPATIENT
HOSPITAL SERVICES AGREEMENTS
FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, execute, and renew 28 Mental Health Services Contract Allowable Rate Fee-For-Services (FFS) Medi-Cal Acute Psychiatric Inpatient Hospital Services Agreements, as listed in Attachment I and substantially similar to the agreement format in Attachment II for Fiscal Years (FYs) 2007-08, 2008-09, and 2009-10, for the provision of acute psychiatric inpatient hospital services and administrative day services. The Department's FY 2007-08 Proposed Budget includes \$32 million in State General Funds (SGF) for these 28 FFS Inpatient Hospitals. The term of each Agreement will be effective July 1, 2007 through June 30, 2008 with a provision for two (2) automatic one-year renewal periods.
2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future new agreements, substantially similar in format to Attachment II, and after County Counsel and Chief Administrative Officer (CAO) approval with qualified FFS Medi-Cal acute psychiatric inpatient hospitals that conform to all applicable County of Los Angeles Department of Mental Health (DMH) policies and procedures for FFS Medi-Cal Acute Psychiatric Inpatient Hospital Services.

3. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to the agreements provided that: 1) the contract allowable rates under each Agreement for each FY shall not exceed an increase of 20 percent; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the CAO or their designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health or his designee shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required for the renewal of these 28 FFS Agreements as all 28 Agreements will expire June 30, 2007. Board approval is also required for delegation of authority to the Director of Mental Health or his designee to execute these agreements and future agreements and amendments with FFS Medi-Cal psychiatric inpatient hospitals.

The renewal of these 28 FFS Medi-Cal Agreements will allow for uninterrupted, medically necessary acute psychiatric inpatient hospital services and administrative day services to severely mentally ill clients who reside throughout the County of Los Angeles.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No. 3, "Organizational Effectiveness." Qualified FFS Medi-Cal psychiatric inpatient hospitals will provide 24-hour acute psychiatric inpatient hospital services and administrative day services to Medi-Cal beneficiaries.

FISCAL IMPACT/FINANCING

There is no net County cost.

These agreements do not contain a maximum contract amount but specify contract allowable rates per day for acute psychiatric inpatient hospital services and administrative day services. All services provided are subject to the Treatment Authorization Request review process prior to authorization of payment.

All clients served by the FFS Medi-Cal psychiatric inpatient hospitals are Medi-Cal beneficiaries. The Department's FY 2007-08 Proposed Budget includes \$32 million in SGF for these 28 FFS Inpatient Hospitals. The FFS Hospitals bill the State directly for the Federal Financial Participation (FFP) portion of the allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Chapter 633 (AB 757) of statutes of 1994 authorizes the transfer of State funding for FFS Medi-Cal psychiatric inpatient hospital services from the California Department of Health Services to the California DMH. On December 20, 1994, your Board approved the County of Los Angeles to participate in the FFS Medi-Cal psychiatric inpatient hospital services consolidation and the transfer of SGF Medi-Cal match dollars to the County for payment of services and administration of the program.

The Mental Health Services Contract Allowable Rate FFS Medi-Cal Acute Psychiatric Inpatient Hospital Services Agreements are with 28 Medi-Cal certified hospitals that provide acute psychiatric inpatient hospital services and administrative day services to Medi-Cal eligible beneficiaries of the County of Los Angeles. Furthermore, the contractor will not utilize or otherwise arrange for mobile 5150 assessment personnel or processes outside the confines of the Contractor's facility without the written consent of DMH's Director or his designee.

Attachment I specifies the Contracts, services to be provided, the Supervisorial Districts of service providers, terms, and contract allowable rates for these agreements. Attachment II is the FFS Medi-Cal Agreement format, which has been updated to reflect new or revised Board mandated provisions required in all County contracts. Attachment III is the information obtained from the Los Angeles County Community Business Enterprise (LAC/CBE) Program, Firm/Organizational Information Form.

The attached Agreement format has been approved as to form by County Counsel. The CAO has reviewed the proposed actions. Clinical and Administrative staff of DMH will also continue to administer and supervise the agreements to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are being followed.

CONTRACTING PROCESS

Board approval will authorize DMH to renew 28 agreements with existing FFS Medi-Cal Acute Psychiatric Inpatient Hospitals as listed in Attachment I. These existing FFS Medi-Cal acute psychiatric inpatient hospitals are certified and conform to all applicable

The Honorable Board of Supervisors
May 17, 2007
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County of Los Angeles DMH policies and procedures and are qualified to provide inpatient services and administrative day services. Last FY, there were 29 FFS Medi-Cal Acute Psychiatric Inpatient Hospitals on May 1, 2006; Northridge Sherman Oaks Hospital and Health Center was terminated due to a change of ownership.

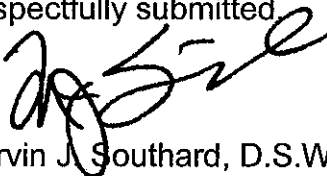
IMPACT ON CURRENT SERVICES

The renewal of these 28 FFS Medi-Cal Acute Psychiatric Inpatient Hospital Agreements will allow for continued and uninterrupted medically necessary acute psychiatric inpatient hospitals services, and administrative day services to severely mentally ill clients who are Medi-Cal eligible beneficiaries and reside throughout the County of Los Angeles.

CONCLUSION

The DMH will need one (1) copy of the adopted Board actions. It is requested that the Executive Officer of the Board notify the DMH Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted



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

MJS:SAS:JC:RK

Attachments (3)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

ATTACHMENT I

FEE-FOR-SERVICES MEDICAL
 PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
 FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10

CONTRACTOR	SUPV. DIST.	SERVICE AREA	CONTRACTOR PSYCHIATRIC BED CAPACITY			TYPE OF HOSPITAL.	AGREEMENT TERM	CURRENT CONTRACT ALLOWABLE RATE ACUTE PSYCHIATRIC	CURRENT CONTRACT ALLOWABLE RATE ADMIN DAY
			ADULT	CHILD	ADOL. TOTAL				
Antelope Valley Hospital Medical Center 1600 West Avenue J Lancaster, CA 93534 (1)	5	1	10	-	10	+GACH	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Aurora Behavioral Healthcare Charter Oaks (Aurora Charter Oak - Los Angeles, LLC) 1161 E. Covina Boulevard Covina, CA 91724 (2)	5	3	50	-	82	++APH	2007-08 2008-09 2009-10	\$ 570.00	\$ 388.35
Aurora Las Encinas Hospital (Aurora Las Encinas, LLC) 2900 E. Del Mar Boulevard Pasadena, CA 91107 (3)	5	3	125	-	138	++APH	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Bellflower Medical Center (Jupiter Bellflower Doctor Hospital) 9542 E. Artesia Boulevard Bellflower, CA 90706 (4)	4	7	32	-	32	+GACH	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
BHC Alhambra Hospital, Inc. 4619 Rosemead Boulevard Rosemead, CA 91770 (5)	1	3	51	34	85	++APH	2007-08 2008-09 2009-10	\$ 570.00	\$ 388.35

* Acute Psychiatric Inpatient Hospital Services (APIHS)
 ** Administrative Services (ADS)
 + General Acute Care Hospital (GACH)
 ++ Acute Psychiatric Hospital (APH)
 +++ Child beds included in Adolescent (ADOL.) column

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

ATTACHMENT I

FEE-FOR-SERVICES MEDICAL
 PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
 FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10

CONTRACTOR	SUPV. DIST.	SERVICE AREA	CONTRACTOR PSYCHIATRIC BED CAPACITY			TYPE OF HOSPITAL.	AGREEMENT TERM	CURRENT CONTRACT ALLOWABLE RATE ACUTE PSYCHIATRIC	CURRENT CONTRACT ALLOWABLE RATE ADMIN DAY
			ADULT	CHILD	ADOL.				
Brothman Medical Center, Inc. 3828 Delmas Terrace Culver City, CA 90231 (6)	2	5	70	-	-	70	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Cedars-Sinai Medical Center 8700 Beverly Boulevard, Ste 2622 Los Angeles, CA 90048 (7)	3	4	51	-	-	51	+GACH 2007-08 2008-09 2009-10	* \$ 520.00 And 475.00	\$ 388.35
Citrus Valley Medical Center - Inter Community Campus 210 W. San Bernardino Road Covina, CA 91723 (8)	1	3	30	-	-	30	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
College Hospital Cerritos (College Hospital, Inc.) 10802 College Place Cerritos, CA 90703 (9)	4	7	90	14	30	134	++APH 2007-08 2008-09 2009-10	\$ 570.00	\$ 388.35
College Hospital Costa Mesa (College Hospital, Inc.) 301 Victoria Street Costa Mesa, CA 92627 (10)	Orange County	Orange County	64	-	17	81	+GACH 2007-08 2008-09 2009-10	\$ Orange County	\$ Orange County

* Acute Psychiatric Inpatient Hospital Services (APIHS)
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 + General Acute Care Hospital (GACH)
 ++ Acute Psychiatric Hospital (APH)
 +++ Child beds included in Adolescent (ADOL.) column

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

ATTACHMENT 1

FEE-FOR-SERVICES MEDICAL
 PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
 FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10

CONTRACTOR	SUPV. DIST.	SERVICE AREA	CONTRACTOR PSYCHIATRIC BED CAPACITY			TYPE OF HOSPITAL	AGREEMENT TERM	CURRENT CONTRACT ALLOWABLE RATE ACUTE PSYCHIATRIC	CURRENT CONTRACT ALLOWABLE RATE ADMIN DAY
			ADULT	CHILD	ADOL.				
Community Hospital of Long Beach 1720 Terrino Avenue Long Beach, CA 90804 (11)	8	7	28	-	-	28	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Del Amo Hospital, Inc. 23700 Camino Del Sol Torrance, CA 90505 (12)	4	8	143	6	17	143	2007-08 2008-09 2009-10	\$ 570.00	\$ 388.35
East Valley Glendora Hospital, L.P 150 West Route 66 Glendora, CA 91740 (13)	3	2	21	-	-	21	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Encino - Tarzana Regional Medical Center, Encino Hospital 16237 Ventura Boulevard Encino, CA 91436 (14)	3	2	14	-	-	14	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Glendale Adventist Medical Center 1509 Willson Terrace Glendale, CA 91206 (15)	5	2	60	-	-	60	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35

* Acute Psychiatric Inpatient Hospital Services (APHS)
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 + General Acute Care Hospital (GACH)
 ++ Acute Psychiatric Hospital (APH)
 +++ Child beds included in Adolescent (ADOL.) column

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS OF LOS ANGELES AND ADMINISTRATION DIVISION**

ATTACHMENT 1

**FEE-FOR-SERVICES MEDICAL
PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10**

CONTRACTOR	SUPV. DIST.	SERVICE AREA	CONTRACTOR PSYCHIATRIC BED CAPACITY			TYPE OF HOSPITAL.	AGREEMENT TERM	CURRENT CONTRACT ALLOWABLE RATE ACUTE PSYCHIATRIC	CURRENT CONTRACT ALLOWABLE RATE ADMIN DAY	
			ADULT	CHIL D	ADOL.					TOTAL
Huntington Memorial Hospital (Pasadena Hospital Association, LTD) 100 W. California Boulevard Pasadena, CA 91109 (16)	5	3	54	-	-	54	+GACH	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
City of Angels Med. Ctr. - Inglešide Campus (Intercare Health Systems, Inc) 1711 West Temple Street Los Angeles, CA 90026 (17)	5	3	70	-	-	70	++APH	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Little Company of Mary - San Pedro Hospital (San Pedro Peninsula Hospital) 4101 Torrance Boulevard Torrance, CA 90503 (18)	4	8	25	-	-	25	+GACH	2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Los Angeles Metropolitan Medical Center (Los Angeles Doctors Hospital) 2231 South Western Avenue Los Angeles, CA 90018 (19)	2	6	46	-	-	46	+GACH	2007-08 2008-09 2009-10	475.00	388.35

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 +++ Child beds included in Adolescent (ADOL.) column

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION**

ATTACHMENT I

**FEE-FOR-SERVICES MEDICAL
PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10**

CONTRACTOR	SUPV. DIST.	SERVICE AREA	CONTRACTOR PSYCHIATRIC BED CAPACITY			TYPE OF HOSPITAL.	AGREEMENT TERM	CURRENT CONTRACT ALLOWABLE RATE ACUTE PSYCHIATRIC	CURRENT CONTRACT ALLOWABLE RATE ADMIN DAY
			ADULT	CHILD	ADOL.				
Mission Community Hospital (San Fernando Community Hospital) 14850 Roscoe Boulevard Panorama City, CA 91402 (20)	3	2	60	-	-	60	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Catholic Healthcare West Dba Northridge Hospital Medical Center- Roscoe Boulevard Campus 18300 Roscoe Boulevard Northridge, CA 91328 (21)	3	2	Varies with population		-	40	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Pacific Hospital of Long Beach (HealthSmart Pacific, Inc.) 2776 Pacific Avenue Long Beach, CA 90806 (22)	4	8	36	-	-	36	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Pacifica Hospital of the Valley (Pacifica Hospital of the Valley Corporation) 9449 San Fernando Road Sun Valley, CA 91352 (23)	3	2	39	-	-	39	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
St. Francis Medical Center 3630 E. Imperial Highway Lynwood, CA 90262 (24)	2	6	40	-	-	40	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

ATTACHMENT I

FEE-FOR-SERVICES MEDICAL
 PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
 FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10

CONTRACTOR	SUPV. DIST.	SERVICE AREA	CONTRACTOR PSYCHIATRIC BED CAPACITY			TYPE OF HOSPITAL.	AGREEMENT TERM	CURRENT CONTRACT ALLOWABLE RATE ACUTE PSYCHIATRIC	CURRENT CONTRACT ALLOWABLE RATE ADMIN DAY
			ADULT	CHILD	ADOL.				
The Regents of The Univ. of California on behalf of UCLA Neuropsychiatric Hospital 10920 Wilshire Boulevard, Suite 10710 Los Angeles, CA 90024 (25)	3	4	20	-	19	39	++APH 2007-08 2008-09 2009-10	\$ 570.00	\$ 388.35
USC University Hospital 15600 San Pablo Street Los Angeles, CA 90033 (26)	1	4	12	-	-	12	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
Verdugo Hills Hospital 1812 Verdugo Boulevard Glendale, CA 91208 (27)	5	2	24	-	-	24	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35
White Memorial Medical Center 1720 E. Cesar Chavez Avenue Los Angeles, CA 90033 (28)	1	4	35	-	-	35	+GACH 2007-08 2008-09 2009-10	\$ 475.00	\$ 388.35

- 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 who is eligible to bill Medi-Cal.

FFS Contractor Bed Capacity FY 2006-2007 5-09-0707) oav

- * Acute Psychiatric Inpatient Hospital Services (APIHS)
- ** Administrative Services (ADS)
- + General Acute Care Hospital (GACH)
- ++ Acute Psychiatric Hospital (APH)
- +++ Child beds included in Adolescent (ADOL.) column

1. CONTRACTOR

Contract Number

Reference Number

Business Address:

Contract Headquarters' Supervisorial District(s) Mental Health Service Area:

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

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

5
6 THIS AGREEMENT is made and entered into this _____ day of _____, 200____, by
7 and between the County of Los Angeles (hereafter "County"), and _____

8 _____
9 _____
10 (hereafter "Contractor")

11 Business Address:
12 _____
13 _____
14 _____

15 WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefor
16 certain mental health services contemplated and authorized by the California Welfare and Institutions Code
17 Section 5775 et seq., Joint Committee 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
31 Federal, State, the Local Mental Health Plan (LMHP) and local laws, ordinances, rules, regulations, manuals,
32 guidelines, and directives, which may include, but are not necessarily limited to, the following: California
33 Welfare and Institutions Code Section 5775 et seq., including, but not limited to, Sections 5776, 5777, 5778
34 and 5780; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq.; California Welfare
35 and Institutions Code Sections 14680, 14681, 14682, 14683, and 14684; California Government Code
36 Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
37 California Penal Code Section 11164 et seq.; California Code of Regulations Titles 9 and 22; Medi-Cal
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 Services 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
26 families 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;

- 1. • Emotional and Social Well-Being; and
- 2. • Education and Workforce Readiness.

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

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

1 the County's five outcomes for children and families; good health, safety and survival, economic
2 well-being, social and emotional well-being, and education and workforce readiness.

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

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

14 Personal Service Delivery

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

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

22 Service Access

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

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

29 Service Environment

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

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

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

standards for providing services.

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2007 and shall continue in full force and effect through June 30, 2008.

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

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2008 and shall continue in full force and effect through June 30, 2009.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 59 (NOTICES).

D. Termination:

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

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

(a) If County determines that:

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

ii. Contractor has failed to initiate delivery of services within 30 days of the commencement date of this Agreement: or

iii. Contractor has failed to comply with any of the provisions of Paragraphs 16 (NONDISCRIMINATION IN SERVICES), 17 (NONDISCRIMINATION IN EMPLOYMENT), 19 (INDEMNIFICATION AND INSURANCE), 20 (WARRANTY AGAINST CONTINGENT FEES), 21 (CONFLICT OF INTEREST, 26 (DELEGATION AND ASSIGNMENT), 27 (SUBCONTRACTING), 32 (CHILD SUPPORT COMPLIANCE PROGRAM), and/or 46 (CERTIFICATION OF DRUG-FREE WORK PLACE) and/or; 52 (CONTRATOR'S EXCLUSION FROM

PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

(b) In accordance with Paragraph 33 (TERMINATION FOR INSOLVENCY), 34 (TERMINATION FOR DEFAULT), 35 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 47 (COUNTY LOBBYISTS).

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

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

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

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

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

3. DESCRIPTION OF SERVICES:

A. General:

(1) Contractor shall provide Acute Psychiatric Inpatient Hospital Services to any Beneficiary in need of such services as authorized by this Agreement and shall assume total liability and responsibility for the provision of all Acute Psychiatric Inpatient Hospital Services rendered to any such Beneficiary, either directly or through subcontractors as permitted under this Agreement.

Contractor shall provide Acute Psychiatric Inpatient Hospital Services in the form as described in Service Exhibit A (ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES), the Program Description of Contract Package for this Agreement as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director of his designee, and otherwise in this Agreement.

Contractor shall accept as payment in full for these Acute Psychiatric Inpatient Hospital Services the payment from Fiscal Intermediary as provided in Paragraph 4 (FINANCIAL PROVISIONS).

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

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

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

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

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

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

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

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

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

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

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

36 (4) Not discriminate against any Beneficiary in any manner whatsoever, including, but

1 not limited to, admission practices, placement in special or separate wings or rooms, and provision of special
2 or separate meals.

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

14 F. Service Location(s): Except as authorized by County pursuant to Paragraph 27
15 (SUBCONTRACTING), Contractor shall provide all Acute Psychiatric Inpatient Hospital Services under this
16 Agreement only at the following Contractor facility(ies): _____
17 _____
18 _____

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

21 4. FINANCIAL PROVISIONS:

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

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

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

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

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

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

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 Administrative Day Services. Notwithstanding the foregoing,
13 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 Administrative
15 Day Services. The cost of physician services, psychologist services, and transportation services shall
16 not be reimbursed by the CAR.

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

23 Notwithstanding any other provision of this Agreement, Contractor shall be entitled to
24 reimbursement from Fiscal Intermediary for Acute Psychiatric Inpatient Hospital Services only: (1) if there is
25 a Treatment Authorization Request for the particular Acute Psychiatric Inpatient Hospital Services or
26 Administrative Day Services which has been submitted by Contractor to County as required by this
27 Agreement and approved by County; (2) if the particular Acute Psychiatric Inpatient Hospital Services or
28 Administrative Day Services provided pursuant to the County-approved Treatment Authorization Request are
29 consistent with the County-approved Treatment Authorization Request and are appropriate for clinical
30 reimbursement as determined by Director or his designee; (3) to the extent that funds allocated by State for
31 County specifically for Acute Psychiatric Inpatient Hospital Services are available as eligible FFP matching
32 funds; and (4) for all Los Angeles County Regional Center beneficiaries, the County, acting as the Local
33 Mental Health Plan, shall only be responsible for authorizing a maximum reimbursement for four (4)
34 administrative days.

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

36 As an express condition precedent to Contractor's eligibility for reimbursement under this

1 Agreement, Contractor shall determine:

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

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

14 (3) Contractor shall claim a day of service of Acute Psychiatric Inpatient Hospital
15 Services or Administrative Day Services for each Beneficiary who occupies an inpatient psychiatric bed at
16 12:00 midnight in Contractor's facility(ies), based on the particular services provided at that time. Contractor
17 shall claim a day of service for the Beneficiary for the day of admission and not the day of discharge;
18 however, a day of service may be claimed if the Beneficiary is admitted and discharged during the same day,
19 provided that such admission and discharge is not within twenty-four hours of a prior discharge.

20 C. Government Funding Restrictions: This Agreement shall be subject to any restrictions,
21 limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget
22 Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be
23 subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may
24 in any way affect the provisions or funding of this Agreement.

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

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

31 For State, County and other authorized agency audit and/or review exceptions, County shall recover
32 the payment from Contractor within sixty days of the date of the applicable audit report or other determination
33 of overpayment, provided that if State recovers the overpayment from County before the end of such sixty
34 days, then County shall immediately recover the overpayment from Contractor. Within ten days after written
35 notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify
36 County as to which of the following two payment options Contractor requests be used as the method by

1 which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash
2 payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not
3 exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to
4 make payment of any overpayment to County as required, then the total amount of the overpayment, as
5 determined by Director or his designee, shall be immediately due and payable.

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

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

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

24 H. For Healthy Families Providers Only:

25 (1) Healthy Families Reimbursement:

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

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

34 (2) Healthy Families Suspension of Payments: At the sole discretion of Director,
35 payments to Contractor under this Agreement shall be suspended if Director determines that Contractor is in
36 default under any of the provisions of this Agreement, or if the State fails to make prompt payment as

1 determined by Director on County's claims to State.

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

9 J. Limitation of County's Obligation Due to Non-Appropriation of Funds: Notwithstanding any
10 other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance
11 hereunder or by any provision of this Agreement during this or any of COUNTY's future fiscal years unless
12 and until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's Budget for
13 each such fiscal year. Should COUNTY, during this or any subsequent fiscal year impose budgetary
14 restrictions which appropriate less than the amount provided for in Subparagraph B (Reimbursement For
15 Initial Period) and Subparagraph C (Reimbursement If Agreement is Automatically Renewed) of this
16 Agreement, COUNTY shall reduce services under this Agreement consistent with such imposed budgetary
17 reductions. In the event funds are not appropriated for this Agreement, this Agreement shall terminate as of
18 June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of
19 any such changes in allocation of funds at the earliest possible date.

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

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

34 6. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but
35 not limited to, professional staff, as indicated in Contractor's contract Package for this Agreement, as
36 approved in writing by Director or his designee, including any addenda thereto as approved in writing by

1 Director or his designee and, as required by WIC and CCR. Such staff shall be qualified and shall possess
2 all appropriate licenses in accordance with WIC Sections 5778 and all other applicable requirements of the
3 California Business and Professions Code, WIC, CCR and State Policy Letters and function within the scope
4 of practice as dictated by licensing boards/bodies. Contractor shall have available and shall provide upon
5 request to authorized representatives of County, a list of all persons by name, title, professional degree, and
6 experience, who are providing any services under this agreement.

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

14 8. PROGRAM SUPERVISION, MONITORING AND REVIEW: Director or his designee shall have the
15 right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria
16 for determining the persons to be served. To assure compliance with this Agreement and for any other
17 reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and
18 Federal law, Authorized County, State and/or Federal representatives shall have the right to enter
19 Contractor's premises (including all other places where duties under this Agreement are being performed,
20 with or without notice, to inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to
21 otherwise evaluate the work performed or being performed; review and copy any records and supporting
22 documentation pertaining to the performance of this Agreement; and elicit information regarding the
23 performance of this Agreement or any related work. The representatives and designees of such agencies
24 may examine, audit and copy such records at the site at which they are located. Contractor shall provide
25 access to facilities and shall cooperate and assist County, State, and/or Federal representatives and
26 designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must
27 provide specified data upon request by County, State, and/or Federal representative and designees within
28 ten (10) State working days for monitoring purposes.

29 9. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with
30 all applicable Federal, State, and County policies and procedures relating to performance standards and
31 outcome measures. This is applicable whenever specific Federal or State funding, which has policies or
32 procedures for performance standards and/or outcome measures has been included as part of the
33 Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved
34 by the Director of DMH or his designee for performance standards and/or outcome measures. DMH will
35 notify Contractor whenever County policies or procedures are to apply to this contract provision at least,
36 where feasible, 30 days prior to implementation.

1 These Federal, State or County performance standards and/or outcome measures will be used as
2 part of the determination of the effectiveness of the services delivered by the Contractor.

3 10. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's
4 performance under this Agreement on not less than an annual basis. Such evaluation will include assessing
5 Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which
6 County determines are severe or continuing and that may place performance of the Agreement in jeopardy if
7 not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective
8 action measures taken by the County and Contractor. If improvement does not occur consistent with the
9 corrective action measures, County may terminate this Agreement or impose other penalties as specified in
10 this Agreement.

11 11. RECORDS AND AUDITS:

12 A. Records:

13 (1) General:

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

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

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

25 (d) In addition to the requirements in this Paragraph 11, Contractor shall
26 comply with any additional record requirements described in the Service Exhibit(s) and shall adequately
27 document the delivery of all services described in this Agreement.

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

33 All such records shall be maintained by Contractor for a minimum period of seven years
34 following discharge of the Beneficiary or termination of services (except that the records of unemancipated
35 minors shall be kept at least one year after such minor has reached the age of eighteen years and in any
36 case not less than seven years), or until any litigation, claim, negotiation, County, State and/or Federal audit,

1 and/or other action involving the records, is fully resolved, whichever is later. During such retention period, all
2 such records shall be made available during County's normal business hours to authorized representatives of
3 County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. In the
4 event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per
5 diem, and other costs incurred by County for any inspection or audit at such other location.

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

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

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

26 (4) Preservation of Records: If, following termination of this Agreement,
27 Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within seventy-
28 two hours thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all
29 arrangements made by Contractor for preservation of all the Beneficiary, financial, and other records referred
30 to in this Paragraph 11.

31 B. Audits:

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

35 (2) County, State and/or Federal governments may, in their sole discretion, perform
36 periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement. If County

1 determines that the results of any such reviews indicate the need for corrective action, Contractor shall within
2 30 days after receiving the findings of the fiscal and/or program review either (a) submit a plan of action to
3 DMH, or (b) request a review by the Director or his designee. If Contractor requests a review by the Director
4 or his designee within the 30 days, and if a corrective plan of action is then required, Contractor shall have 30
5 days to submit its corrective plan of action.

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

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

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

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

1 such subcontract shall provide for such access to the subcontract, books, documents and records of the
2 subcontractor as provided in Paragraph 8 and in this Paragraph 11.

3 12. REPORTS:

4 A. General: Contract shall make reports as required by Director or his designee or by State
5 regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement.

6 In no event may County require such reports unless it has provided Contractor with at least 30 days' prior
7 written notification. County shall provide Contractor with a written explanation of the procedures for reporting
8 the required information.

9 B. County's Claims Processing Information System:

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

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

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

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

1 those services as entered by Contractor into the County's Claims Processing Information System.

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

6 13. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information,
7 including, but not limited to, claims, County records, Beneficiary records and information, and County's
8 Claims Processing Information System, records and reports, in accordance with WIC Sections 5328 through
9 5330, inclusive, and 14100.2, Title 45, Code of Federal Regulations Section 205.50, and all other applicable
10 County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating
11 to confidentiality. Contractor shall require all its officers, employees, and agents providing services
12 hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such
13 confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and
14 agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such
15 records and information by Contractor, its officers, employees, or agents.

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

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

25 15. REPORTING OF BENEFICIARY ABUSE AND RELATED PERSONNEL REQUIREMENTS:

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

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

1 Contractor, shall make the report on such abuse, and shall submit all required information, in accordance
2 with PC Sections 11166 and 11167.

3 C. Contractor Staff:

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

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

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

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

22 16. NONDISCRIMINATION IN SERVICES:

23 A. Contractor shall not discriminate in the provision of services hereunder because of race,
24 religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical
25 conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph
26 16, discrimination in the provision of services may include, but is not limited to, the following: denying any
27 person any service or benefit or the availability of a facility; providing any service or benefit to any person
28 which is different, or is provided in a different manner or at a different time, from that provided to others;
29 subjecting any person to segregation or separate treatment in any matter related to the receipt of any
30 service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others
31 receiving any service or benefit; and treating any person differently from others in determining admission,
32 enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet
33 in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that
34 intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of
35 payment, race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap
36 or medical condition. Contractor shall establish and maintain written complaint procedures under which

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

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

14 17. NONDISCRIMINATION IN EMPLOYMENT:

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

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

1 HIV and AIDS) or mental disability, medical condition (cancer) denial of family care leave, or political
2 affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 17 to labor
3 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 17 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. While County reserves the right to determine independently that the anti-discrimination
10 provisions of this Agreement have been violated, in addition, a determination by the California Fair
11 Employment Practices Commission or the Federal Equal Employment Opportunity Commission that
12 Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by
13 County that 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 17, 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 18. 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 19. INDEMNIFICATION AND INSURANCE:

25 A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and 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 Contractor's acts and/or omissions arising from and/or
29 relating to this Agreement.

30 B. General Insurance Requirements: Without limiting Contractor's indemnification of County
31 and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its
32 subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance
33 shall be primary to and not contributing with any other insurance or self-insurance programs maintained by
34 County, and such coverage shall be provided and maintained at Contractor's own expense.

35 1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to
36 County shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts*

1 *Development and Administration Division, 5th Floor, Los Angeles, CA 90020*, prior to commencing services
2 under this Agreement. Such certificates or other evidence shall:

- 3 (a) Specifically identify this Agreement.
- 4 (b) Clearly evidence all coverages required in this Agreement.
- 5 (c) Contain the express condition that County is to be given written notice by
6 mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 7 (d) Include copies of the additional insured endorsement to the commercial
8 general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and
9 employees as insured for all activities arising from this Agreement.
- 10 (e) Identify any deductibles or self-insured retentions for County's approval.

11 The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured
12 retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such
13 retained losses and related costs, including, but not limited to, expenses or fees, or both, related to
14 investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety
15 licensed to transact business in the State of California.

16 2) Insurer Financial Ratings: Insurance is to be provided by an insurance company
17 acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by
18 County.

19 3) Failure to Maintain Coverage: Failure by Contractor to maintain the required
20 insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material
21 breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at
22 its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may
23 purchase such required insurance coverage, and without further notice to Contractor, County may deduct
24 from sums due to Contractor any premium costs advanced by County for such insurance.

25 4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

26 a) Any accident or incident relating to services performed under this
27 Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit
28 against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

29 b) Any third party claim or lawsuit filed against Contractor arising from or
30 related to services performed by Contractor under this Agreement.

31 c) Any injury to a Contractor employee which occurs on County property. This
32 report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

33 d) Any loss, disappearance, destruction, misuse, or theft of any kind
34 whatsoever of County property, monies or securities entrusted to Contractor under the terms of this
35 Agreement.

36 5) Compensation for County Costs: In the event that Contractor fails to comply with

1 any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in
2 any costs to County, Contractor shall pay full compensation for all costs incurred by County.

3 6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any
4 and all sub-contractors performing services under this Agreement meet the insurance requirements of this
5 Agreement by either:

6 a) Contractor providing evidence of insurance covering the activities of sub-
7 contractor, or

8 b) Contractor providing evidence submitted by sub-contractors evidencing that
9 sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of
10 evidence of sub-contractor insurance coverage at any time.

11 C. Insurance Coverage Requirements:

12 1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent)
13 with limits of not less than the following:

14	General Aggregate:	Two Million Dollars (\$2,000,000)
15	Products/Completed Operation Aggregate:	One Million Dollars (\$1,000,000)
16	Personal and Advertising Injury:	One Million Dollars (\$1,000,000)
17	Each Occurrence:	One Million Dollars (\$1,000,000)

18 2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its
19 equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such
20 insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any
21 auto".

22 3) Workers' Compensation and Employers' Liability: Insurance providing workers
23 compensation benefits, as required by the Labor Code of the State of California or by any other state, and for
24 which Contractor is responsible. If Contractor's employees will be engaged in maritime employment,
25 coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor
26 Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all
27 cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the
28 following:

29	Each Accident:	One Million Dollars (\$1,000,000)
30	Disease – policy limit:	One Million Dollars (\$1,000,000)
31	Disease – each employee:	One Million Dollars (\$1,000,000)

32 4) Professional Liability: Insurance covering liability arising from any error, omission,
33 negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million
34 Dollars (\$1,000,000) per occurrence and Three Million (\$3,000,000) aggregate. The coverage also shall
35 provide an extended two-year reporting period commencing upon termination or cancellation of this
36 Agreement.

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

8 21. CONFLICT OF INTEREST:

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

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

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

29 23. INDEPENDENT STATUS OF CONTRACTOR:

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

34 B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all
35 persons performing work pursuant to this Agreement all compensation and benefits. County shall have no
36 liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits,

1 Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or
2 on behalf of Contractor.

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

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

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

20 25. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN)
21 PARTICIPANTS OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR
22 EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of
23 this Agreement, Contractor shall give consideration for any such employment openings to participants in the
24 County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or
25 General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for
26 the open position. The County will refer GAIN/GROW participants by job category to the contractor. In the
27 event that both laid-off County employees and GAIN/GROW participants are available for hiring, County
28 employees shall be given priority.

29 26. DELEGATION AND ASSIGNMENT:

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

1 B. 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 this Agreement, such disposition is an assignment requiring the
6 prior written consent of County in accordance with applicable provisions of this Agreement.

7 C. 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 this
11 Agreement which may result in the termination of this 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 27. 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 27. 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
29 how the proposed subcontractor was selected, including the degree of competition involved.

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

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

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

36 (6) A copy of the proposed subcontract, if in excess of \$10,000 and utilizes State

1 Funds, shall also contain the following provision:

2 "The contracting parties shall be subject to the examination and audit of the Auditor General for a
3 period of three years after the final payment under contract (Government Code, Section 8546.7)."

4 The Contractor will also be subject to the examination and audit of the State Auditor
5 General for a period of three years (3) after final payment under contract (Government Code, Section 8546.7)

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

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

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

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

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

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

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

1 the successors or administrators of the respective parties.

2 I. In the event that County consents to any subcontracting, such consent shall apply to
3 each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a
4 blanket consent to any further subcontracting.

5 J. In the event that County consents to any subcontracting, Contractor shall be solely liable and
6 responsible for any and all payments and/or other compensation to all subcontractors and their officers,
7 employees, and agents. County shall have no liability or responsibility whatsoever for any payment/and or
8 other compensation for any subcontractors or their officers, employees, and agents.

9 K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration
10 Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 27,
11 on or immediately after the effective date of the subcontract but in on event later than the date any services
12 are performed under the subcontract.

13 L. In the event that County consents to any subcontracting, Contractor shall obtain and
14 maintain on file an executed Subcontractor Employee Acknowledgement of Employer (Attachment IV), in the
15 form as contained in Contractor's Contract Package for the Agreement, for each of the subcontractor's
16 employees performing services under the subcontract. Such Acknowledgements shall be delivered to the
17 Chief of DMH's Contracts Development and Administration Division on or immediately after the
18 commencement date of the particular subcontract but in no event later that the date such employee first
19 performs any services under the subcontract.

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

22 N. Director or his designee is hereby authorized to act for and on behalf of County pursuant to
23 this Paragraph 27, including, but not limited to, consenting to any subcontracting.

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

30 29. COMPLIANCE WITH APPLICABLE LAW:

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

35 B. Contractor shall indemnify and hold harmless County from and against any and all liability,
36 damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or

1 related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal State
2 or local laws, ordinances, rules, regulations, manual, guidelines, ADA standards, or directives.

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

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

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

15 31. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS: In
16 addition to the requirements Subparagraph B (Licensure And Certification As Conditions Precedent To
17 Contractor's Eligibility For Reimbursement) of Paragraph 3 (DESCRIPTION OF SERVICES), Contractor shall
18 obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations,
19 accreditations, and certifications as required by all Federal, State, and local laws, ordinances, rules,
20 regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services
21 under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who
22 perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses,
23 permits, registrations, accreditations, and certifications which are applicable to their performance hereunder.
24 A copy of each license, permit, registration, accreditation, and certification as required by all applicable
25 Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be
26 provided, in duplicate, to DMH's Contracts Development and Administration Division.

27 32. CHILD SUPPORT COMPLIANCE PROGRAM:

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

33 As required by County's Child Support Compliance Program (County Code Chapter
34 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions
35 of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement
36 maintain in compliance with employment and wage reporting requirements as required by the Federal

1 Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5,
2 and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support
3 Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support,
4 pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

5 B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support
6 Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in
7 Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall
8 constitute default under this Agreement. Without limiting the rights and remedies available to County under
9 any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of
10 written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34
11 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code
12 Chapter 33.

13 33. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

24 B. The rights and remedies of County provided in this Paragraph 32 shall not be exclusive
25 and are in addition to any other rights and remedies provided by law or under this Agreement.

26 34. TERMINATION FOR DEFAULT:

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

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

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

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

5 C. The rights and remedies of County provided in this Paragraph 34 shall not be exclusive
6 and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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

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

26 38. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement
27 or Statement of Work hereto, whether by written or oral understanding of the parties, their officers,
28 employees or agents, shall be valid and effective unless made in the form of a written amendment to this
29 Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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

35 39. ENTIRE AGREEMENT: The body of this Agreement; Attachments, Service Exhibit A and Contract
36 Package, attached hereto and incorporated herein by reference; for this Agreement, as approved in writing

1 by Director or his designee, including any addenda thereto as approved in writing by Director or his designee,
2 which are hereby incorporated herein by reference but not attached; shall constitute the complete and
3 exclusive statement of understanding between the parties which supersedes all previous agreements, written
4 or oral, and all other communications between the parties relating to the subject matter of this Agreement. In
5 the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or
6 schedule, or the contents or description of any service or other work, or otherwise, between the body of this
7 Agreement and the other referenced documents, or between such other documents, such conflict or
8 inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such
9 other documents according to the following priority:

- 10 1. Service Exhibit A.
- 11 2. Attachments II, III, IV, V, VI
- 12 3. Contract Package
- 13 4. Local Mental Health Plan Provider Manual

14 40. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a
15 waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time,
16 any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth
17 in this Paragraph 40 shall not be exclusive and are in addition to any other rights and remedies provided by
18 law or under this Agreement.

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

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

34 43. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature
35 distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of
36 its Psychiatric Inpatient Hospital Services, Contractor shall clearly indicate that such services which it renders

1 pursuant to this Agreement are provided under authorization of the County of Los Angeles.

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

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

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

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

25 48. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all
26 locations where services are provided under this Agreement are operated at all times in accordance with all
27 County community standards with regard to property maintenance and repair, graffiti abatement, refuse
28 removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and
29 regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall
30 include a review of compliance with this Paragraph 47.

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

35 50. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors'
36 policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use

1 recycled-content paper to the maximum extent possible on the Project.

2 51. CONTRACTOR RESPONSIBILITY AND DEBARMENT: A responsible Contractor is a Contractor
3 who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to
4 satisfactorily perform the contract. It is the County's policy to conduct business only with responsible
5 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 years, that Contractor may ,
35 after the debarment has been in effect for at least five years, submit a written request fro review of the
36 debarment determination to reduce the period of debarment or terminate the debarment. The County may,

1 in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has
2 adequately demonstrated one or more of the following (1) elimination of the grounds for which the debarment
3 was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after
4 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 years; (2) the
7 debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the
8 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 I. 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 52. 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 or excluded from providing
22 services under any health care program funded by the Federal Government, directly or indirectly, in whole or
23 in part, and that Contractor will notify the Director within 30 calendar days in writing of: (1) any event that
24 would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded
25 health care program; and (2) any exclusionary action taken by any agency of the Federal Government
26 against Contractor or one or more staff members barring it or the staff members from participation in a
27 Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole
28 or in part.

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

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

35 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or
36 financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide

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

10 Contractor shall indemnify and hold County harmless against any and all loss or damage County
11 may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a
12 Federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as
13 part of its obligation under this Paragraph 51.

14 Failure by Contractor to meet the requirements of this Paragraph 51 shall constitute a material
15 breach of contract upon which County may immediately terminate or suspend this Agreement.

16 53. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

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

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

36 D. Contractor and County understand and agree that HIPAA has imposed additional

1 requirements in regards to changes in DMH's IS.

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

4 (a) County has added to the DMH Provider Manual an Electronic Data
5 Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes
6 the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and
7 requirements for these transactions.

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

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

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

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

22 54. COMPLIANCE WITH JURY SERVICE PROGRAM:

23 A. Jury Service Program: This Agreement is subject to the provisions of the County's
24 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections
25 2.203.010 through 2.203.090 of the Los Angeles County Code.

26 B. Written Employee Jury Service Policy:

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

34 (2) For purposes of this Section, "Contractor" means a person, partnership, corporation
35 or other entity which has an Agreement with the County or a subcontract with a County Contractor and has
36 received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more

1 County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee
2 of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the
3 lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-
4 standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-
5 term, temporary services of 90 days or less within a 12-month period are not considered full-time for
6 purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the
7 County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The
8 provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury
9 Service Program shall be attached to the Agreement. If Contractor uses any subcontractor to perform
10 services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this
11 Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of
12 the Jury Service Program shall be attached to the Agreement.

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

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

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

31 56. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY
32 SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the
33 implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's
34 policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law"
35 poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its
36 subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

1 The County's Department of Children and Family Services will supply the Contractor with the poster to be
2 used.

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

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

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1 59. 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 For the County, please use the following contact information:

8 County of Los Angeles – Department of Mental Health

9 Contracts Development and Administration Division

10 550 South Vermont Avenue, 5th Floor

11 Los Angeles, CA 90020

12 Attention: Chief of Contracts

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

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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

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

OV FFS Hospital File 07-10 revised 4/3/07

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 (Psychiatric Inpatient Hospital Services) See attachment II, Paragraph 16;
- B. "Administrative Day Services" means those services as described in Service Exhibit A (Psychiatric Inpatient Hospital Services) See attachment II, Paragraph 17;
- 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 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. "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.;
- M. "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;
- N. "FFP" means Federal Financial Participation for Fee-For-Service Medi-Cal Services;
- O. "Fiscal Intermediary" means the person or entity which has contracted with State to perform fiscal intermediary services related to this Agreement;
- P. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;
- Q. "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;
- R. "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;
- S. "Member" or Title XXI Healthy Families Program Member ("HFPM") means an enrollee in any Healthy Families Health Plan through Healthy Families;
- T. "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;
- U. "Title XIX" means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
- V. "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;
- W. "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;

- X. "State" means the State of California;
- Y. "Title XIX" means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq;
- Z. "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
34 by the Director or his designee, Contractor shall assure that at no time: (1) shall any child or adolescent

1 under the age of 18 years receive any Acute Psychiatric Inpatient Hospital Services in a ward or unit
2 designated for adults receiving Acute Psychiatric Inpatient Hospital Services and (2) shall any adult
3 receive any Acute Psychiatric Inpatient Hospital Services in a ward or unit designated for children or
4 adolescents under the age of 18 years receiving Acute Psychiatric Inpatient Hospital Services.

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

7 3. PERSONS TO BE SERVED:

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

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

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

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

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

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

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

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

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

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

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

28 9. NOTICE OF ACTION:

29 A. & B. Pursuant to the SDMH regulations, Contractor shall give a Beneficiary, and the
30 individual(s) responsible for the Beneficiary, a written notice of action in a manner and form as required by
31 CDMH, whenever reimbursement for an admission and/or services is denied, and/or whenever continued
32 stay services are reduced or terminated while the Beneficiary remains in Contractor facility(ies). To
33 confirm such notices have been provided to the Beneficiary and the individual(s) responsible for the
34 Beneficiary, Contractor shall submit a copy of such notices to the DMH's Patients Rights Bureau no later

1 than three (3) working days following notice to the beneficiary of any denial of reimbursement, reduction or
2 termination of services.

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

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

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

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

33 14. CONTRACTOR'S OBLIGATION TO ATTEND/PARTICIPATE IN MEETINGS: Contractor's
34 appropriately qualified clinical staff shall regularly attend and participate in all discharge planning

1 meetings/activities involving the Los Angeles County Departments of Children and Family Services, Mental
2 Health, Probation and other meetings DMH determines relevant to the provision of services.

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

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

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

15 15. NOTIFICATION OF EVALUATION AND/OR ADMISSION:

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

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

24 Contractor shall notify and coordinate care with the SFPR regarding all Medi-Cal acute psychiatric
25 inpatient admissions in conformance with DMH policies and procedures relative to admission, inpatient
26 care planning, discharge and follow-up related to the status of the client as identified on the Data
27 Collections and Information System Client Identification Screen. Failure to notify the SFPR may result in
28 negative consequences. For clients identified as ISR, the Contractor shall participate in Service Area
29 planning meetings (e.g. Impact Unit meetings) to coordinate and improve the coordination of care for this
30 population. If the Beneficiary has been pre-assigned to a specific hospital, contractor will transfer the
31 Beneficiary as directed by the SFPR, unless transfer is deemed to seriously compromise the safety of
32 Beneficiary or the community.

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

1 necessary by the contractor, evaluate clients regarding their need for conservatorship and will be obligated
2 to pursue conservatorship for qualifying individuals. Contractor shall notify Office of the Public Guardian in
3 a timely manner of any Beneficiaries with a need to be conserved (e.g., on the 10th day of a 14 day hold
4 Contractor will have responsibility for transporting inpatients to and from conservatorship hearings).

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

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

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

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

- 1 N. Nursing services;
- 2 O. Recreational therapy services;
- 3 P. Occupational therapy services;
- 4 Q. Electroconvulsive therapy services when appropriate in accordance with WIC Section
5 5326.7 et seq.;
- 6 R. Ongoing self-monitoring and analysis of numbers of seclusion and restraint episodes
7 involving the staff on the unit(s) so the staff are apprised of the results of the ongoing
8 monitoring Compliance with all Seclusion and Restraints statutes and regulations.
- 9 S. Recommendation for further treatment, conservatorship, or referral to other existing
10 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
11 (The form that will be used to convey this aftercare plan will be the DMH form titled,
12 AFTERCARE/DISCHARGE PLAN AND RECOMMENDATIONS).
- 13 S. Honoring the preference of the Beneficiary and/or the parent of a minor, conservator, or
14 legal guardian for the type and location of the desired treatment facility if administratively
15 feasible and clinically appropriate.
- 16 U. Substantial consideration of the proximity of the designated facility to the patient's own
17 community, family and support system. Alternatives to taking a patient to a more distant
18 facility should be considered and documented on the off-site assessment form.
- 19 V. Contractor shall as required by the CDMH, provide upon admission the Therapeutic
20 Behavioral Services (TBS) notice, and the general Early Periodic Screening Diagnosis
21 and Treatment (EPDST) informational notice, both prepared by the SDMH pertaining to all
22 children qualified as Medi-Cal beneficiaries under the age of 21, admitted with an
23 emergency psychiatric condition to the beneficiary's representative and/or adult
24 responsible for the child at the same time such notices are provided to the child being
25 treated by the Contractor and document in the patient record that these notifications have
26 been made.
- 27 W. Aftercare/discharge plan and procedures:
- 28 1) Contractor(s) shall ensure that Beneficiaries have a discharge plan. The DMH SFPR
29 will participate in the development of the discharge plan. Reasonable efforts shall be
30 made to ensure that all beneficiaries have appropriate housing or residence upon
31 discharge. This plan will include a specific appointment or time at which Beneficiaries
32 are expected to appear at an outpatient site. If the patient has a conservator, either a
33 private conservator or the Public Guardian as temporary conservator or permanent
34 conservator, the hospital must involve the conservator in the discharge process, give

1 prior notice before discharge and obtain, or document efforts to obtain, the
2 conservator's approval prior to discharge.

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

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

9
10 a.) Beneficiaries will only be placed in licensed facilities;

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

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

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

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

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

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

34 Administrative Day Services consist of twenty-four hour service for a room in a facility, which is a

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

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

- 10 A. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot
11 and cold water, toiletries, and a change of laundered bedding;
- 12 B. Three balanced and complete meals each day;
- 13 C. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such
14 supervision shall include, but is not limited to, personal assistance in such matters as
15 eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 16 D. Social work services;
- 17 E. Nursing services;
- 18 F. Recommendation for further treatment, conservatorship, or referral to other existing
19 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
- 20 G. Subsequent to discharge of a Medi-Cal beneficiary, submission of a formal written
21 aftercare plan to the LMHP's system of care, appropriate area DMH program agency responsible
22 for coordinating care for the Medi-Cal beneficiary being discharged. A copy of the aftercare plan
23 shall be attached to the Provider's completed Treatment Authorization Request (TAR) form which
24 is submitted to the LMHP upon discharge of the beneficiary from the Provider's facility.
- 25 H. Submission of a formal written aftercare plan to the Director, or his designee, at the time
26 of discharge of the beneficiary.
- 27 I. Maintenance of a daily attendance log and appropriate documentation for each day of
28 service provided hereunder in accordance with State regulatory (Title 9, Chapter 11) medical
29 necessity reimbursement requirements.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Mental Health Services Agreement's Paragraph 52 (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 _____
Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



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



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Robinson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Birtchwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Nardo, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5-LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Chandlene Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Keabe, Supervisor, Cuarto Distrito

Michael D. Abramovich, Supervisor, Quinto Distrito

Esta iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un 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 brazalete y el padre/madre recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

 Signature

 Date

 Name and Title of Signer (please print)

ATTESTATION REGARDING STAFFING RATIO

In accordance with the DMH Mental Health Services Agreement's Paragraph 6 (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 _____

County of Los Angeles – Department of Mental Health
Contracts Development and Administration Division

Attachment III

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	NP								
2	Aurora Charter Oak	P					100			
3	Aurora Las Encinas Hospital	P	Publicly Traded							
4	Bellflower Medical Center	P							100	
5	BHC Alhambra Hospital	P	Data not available							
6	Brotman Medical Center	P	Publicly Traded							
7	Cedars Sinai Medical Center	NP								
8	City of Angeles Med. Center, Inglewood Campus	P					25	25	25	25
9	Citrus Valley Medical Center-Inter Community Campus	NP								
10	City of Angeles Medical Center									
11	College Hospital Cerritos	P							100	
12	College Hospital Costa Mesa	P							100	
13	Community Hospital Long Beach	NP								
14	Del Amo Hospital	P							10	90
15	Encino-Tarzana	P							100	
16	Glendale Adventist Medical Center	NP								
17	Huntington Memorial Hospital	NP								
18	Little Company of Mary-San Pedro Hospital	NP								
19	Los Angeles Metro Medical Center	P							100	
20	Mission Community Hospital	NP								
21	Northridge Hospital Medical Center-Roscoe Boulevard Campus	Information not available								
22	Pacific Hospital of Long Beach	NP								
23	Pacifica Hospital of the Valley	P							100	
24	St. Francis Medical Center	NP								
25	UCLA Neuro. Inst. Hospital	NP								
26	USC University Hospital	Information not available								
27	Verdugo Hills Hospital	NP								
28	White Memorial Hospital	NP								

Form Status: NP = Non Profit
P = For 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.