EXHIBIT A

STATEMENT OF WORK

ACUTE PSYCHIATRIC INPATIENT SERVICES

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STATEMENT OF WORK (SOW)
ACUTE PSYCHIATRIC INPATIENT SERVICES

1.0 SCOPE OF WORK

1.1 CLIENTS TO BE SERVED BASED ON LICENSURE TYPE

1.1.1 **General Acute Care Hospitals (GACH)** - Medi-Cal clients of all ages.

1.1.2 **Acute Psychiatric Hospitals (APH)** - Medi-Cal clients 21 years of age or younger and those 65 years or older.

1.2 STATE DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FISCAL INTERMEDIARY shall reimburse for Acute Psychiatric Inpatient Services provided at appropriately licensed facilities as follows:

1.2.1 **GACH:** for all Medi-Cal clients regardless of age.

1.2.2 **APH:** for Medi-Cal clients 21 years of age and younger and adults 65 years or older.

Contractor shall submit reimbursement claim for Medi-Cal clients through the State Department of Health Care Services (DHCS) Fiscal Intermediary for the appropriate ages and facility license.

1.3 ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

1.3.1 Contractor shall admit and provide Acute Psychiatric Inpatient Services to ALL clients that are referred by the Los Angeles County Department of Mental Health (LACDMH). Contractor acknowledges that LACDMH will pre-screen clients as clinically appropriate for Acute Psychiatric Inpatient Hospital level of care according to generally accepted standards. In addition to accepting clients from LACDMH, Contractor may admit clients from other community resources (law enforcement, community clinics/clinicians, etc). Contractor shall provide services to Medi-Cal clients for appropriate age groups based on licensure and type of services being provided who/whose:

1.3.1.1 Are in need of and meet criteria for Acute Psychiatric Inpatient Hospital Services as described in California Code of Regulations (CCR) Title 9 Section 1820.205.

1.3.1.2 Provider has verified eligibility for Medi-Cal in accordance with CCR Title 22.

1.3.2 The **duration** of any Acute days shall not exceed the fewest number of those days:

1.3.2.1 Necessary to ensure that the client is not a danger to self or others or gravely disabled due to a mental disability; or

1.3.2.2 When it is unsafe or inappropriate to treat the client at a non-acute lower level of care; or

1.3.2.3 Authorized by the DMH Director or designee.

1.3.3 **Acute Day Rate (ADR) covers the following:**

a) Routine hospital services (i.e., bed, board and all medical, nursing and other support services usually provided to an inpatient by a hospital, CCR, Title 9, Section 1810.244);
b) Hospital-based ancillary services (i.e., services, which include but are not limited to prescription drugs, laboratory services, x-ray, electroconvulsive therapy (ECT) and magnetic resonance imaging (MRI), that are received by a client admitted to a hospital, other than routine hospital services, CCR, Title 9, Section 1810.220);
c) Medical ancillaries; and
d) Medication.

1.3.4 **ADR does not cover:**

ADR shall not include the cost of physician services and psychologist services rendered to Beneficiaries, nor shall it include the cost of transportation services incurred in providing Acute Psychiatric Inpatient Hospital Services. The cost of physician services, psychologist services, and transportation services shall not be reimbursed by the ADR. Said Providers will claim reimbursement for these services separately.

1.4 ADMINISTRATIVE DAY SERVICES OVERVIEW:

Administrative Day Services are psychiatric inpatient hospital services provided to a client who has been admitted to the hospital for acute psychiatric inpatient hospital services, and the client's stay at the hospital must be continued beyond the client's need for Acute Psychiatric Inpatient Services due to a temporary lack of residential placement options at non-acute residential treatment facilities that meet the needs of the client according to CCR Title 9 section 1810.202 and Welfare and Institutions Code (WIC) Section 14680.

The duration of any Administrative Day Services is **reimbursable** at the rate established by the State DHCS. The duration of any administrative days shall not exceed those days necessary to obtain placement options at appropriate residential treatment facilities or with intensive community services. The Contractor shall document placement contacts and shall provide Administrative Day Services to those clients who/whose:

1.4.1 Have been provided Acute Psychiatric Inpatient Services and are ready for non-acute psychiatric services; and

1.4.3 Eligibility for Medi-Cal has been verified by the Provider in accordance with CCR Title 22.

2.0 PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

Acute Psychiatric Inpatient Services consist of 24 hours a day intensive services in a facility which is licensed and certified as an APH or GACH. These facilities also provide psychiatric treatment with the specific intent to ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a mental disability as determined by qualified mental

health professional staff of the facility.

Contractor shall provide Acute Psychiatric Inpatient Services to any client in need of such services as authorized by the Contract and shall assume total liability and responsibility for the provision of all Acute Psychiatric Inpatient Services rendered to any such client, either directly or through subcontractors as permitted under the Contract. Contractor shall inform LACDMH of every client admitted to the emergency department and/or inpatient unit on an involuntary hold (pursuant to WIC sections 5150 or 5585) and the follow up plan, including patient name, patient date of birth, patient phone number, date of admission, and disposition. Provided Contractor has capacity, Contractor shall accept all clients who meet the criteria for acute psychiatric hospitalization, and will provide a report on demand in a timely manner of clients denied access or referred elsewhere.

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

Contractor shall, at its own expense, provide and maintain all organizational and administrative capabilities to carry out all of its obligations and responsibilities under the Contract and all applicable statutes and regulations.

Contractor shall, at its own expense, inform LACDMH of all clients' admissions and discharges within 24 hours. (CCR, Title 9, Ch. 11, 1820.225 (d)(1).

2.1 ACUTE PSYCHIATRIC INPATIENT SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

2.1.1 24 hours a day, seven (7) days a week, 365 days a year (24/7/365) mental health admission, evaluation, referral, and evidence-based psychiatric and psychopharmacological treatment services, and all necessary mental health treatment and care required for the entire period the individual is in the facility under the Lanterman Petris Short Act (LPS) Act. (WIC Section 5000 et seq.);

2.1.2 Services provided in conformance to all provisions in WIC Division 5 - Community Mental Health Services, and accompanying regulations, DHCS Information Notices, and LACDMH policies regarding treatment, evaluations, patients' rights, and due process;

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

2.1.4 Three balanced and complete meals each day;

2.1.5 24 hour supervision of all clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

2.1.6 Physical examination and medical history within 24 hours of admission;

2.1.7 Psychiatric evaluation;

2.1.8 Psycho-social evaluation;

2.1.9 Laboratory services when medically indicated;

2.1.10 X-Rays;

2.1.11 Electrocardiograms (EKG) and electroencephalograms (EEG);

2.1.12 Medication supervision and/or maintenance program, including medication-assisted treatment for alcohol use disorders and opiate use disorders for persons with those disorders;

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

2.1.14 Support to psychological services;

2.1.15 Social work services;

2.1.16 Nursing services;

2.1.17 Recreational therapy services;

2.1.18 Occupational therapy services;

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

2.1.20 Substance Use Disorder Treatment Services when they are necessary for successful treatment and recovery from mental illness;

2.1.21 Coordination or management of health care and related services by one or more health care providers including coordination or management of health care with third party health care providers, referral of a patient for health care from one health care provider to another and consultation between health care providers. Related services include social, rehabilitative, or other services that are associated with the provision of the health care. Authorization from the client is not necessary to disclose protected health information for treatment and coordination of care purposes per 45 CFR 164.501.

2.1.22 Management of transitions of care including prompt response to referrals, contacting previous outpatient providers within 24 hours of admission, direct contact and communication with anticipated outpatient providers at least 24 hours prior to discharge except when the admission is for less than 48 hours. Provision of admission assessments, current medication list and aftercare plan to outpatient providers at the time of discharge. Provision of discharge summary to outpatient providers within seven days of discharge.

2.1.23 Compliance with all Seclusion and Restraints statutes and regulations as well as self-monitoring and analysis of Contractor trends in the utilization of seclusion and restraint;

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

using the LACDMH form titled, AFTERCARE/DISCHARGE PLAN AND RECOMMENDATIONS;

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

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

2.1.27 Contractor shall, as required by the DHCS, provide upon admission the following LACDMH Notices regarding Therapeutic Behavioral Services (TBS) and general Early Periodic Screening Diagnosis and Treatment (EPDST) informational notice that pertain to all children qualified as Medi-Cal clients under the age of 21 and admitted with an emergency psychiatric condition. These Notices shall be provided to the client's representative and/or adult responsible for the child as well as the child being treated by the Contractor. Contractor shall document in the client record that these notifications were provided to all persons concurrently.

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

2.2 SERVICE LOCATION(S)

Except as authorized by County pursuant to Paragraph 8.40 of the Contract (Subcontracting), Contractor shall provide all Psychiatric Inpatient Hospital Services at the following Contractor facility(ies): ADD SERVICE PROVISION ADDRESS(ES). Contractor shall obtain the prior written consent of the DMH Director or designee at least 70 days before terminating services at any such location(s) and/or before commencing such services at any other location(s).

2.3 PSYCHIATRIC EMERGENCY RESPONSE

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 DMH Director or designee.

2.4 NOTIFICATION OF EVALUATION AND/OR ADMISSION

2.4.1 Contractor shall request information from, and must involve, mental health care entities providing services to the client in order to support continuity of care.

2.4.2 If the Client is receiving care from LACDMH, Contractor's evaluating professional staff must first attempt to obtain information regarding treatment from LACDMH's

most recent service provider(s) as indicated in LACDMH's Integrated Behavioral Health Information System (IBHIS), or from the Client, or significant other. If such information cannot be obtained from the IBHIS Service History screen, Client, or significant other, then the evaluating professional staff shall contact the ACCESS Center (1-800-854-7771) to request information regarding the LACDMH designated Agency of Primary Responsibility (APR).

2.4.3 Contractor shall notify and coordinate care with the LACDMH designated APR regarding all Medi-Cal acute emergency room and psychiatric inpatient admissions in conformance with LACDMH policies and procedures (https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=app.main&msg=) relative to admission, inpatient care planning, discharge and follow-up related to the status of the clients placed on LPS involuntary holds or as identified on the Data Collections and Information System Client Identification Screen. For clients identified as Intensive Services Recipients (ISR), the Contractor shall participate in Service Area planning meetings (e.g. Impact Unit meetings) to coordinate and improve the coordination of care for this population. If the client has been pre-assigned to a specific hospital, Contractor will transfer the client as directed by the LACDMH designated APR, unless transfer is deemed to seriously compromise the safety of the client or the community.

2.4.4 Contractor will notify the Office of the Public Guardian of the admission of any publicly conserved individuals. In the event individuals are not publicly conserved, Contractor shall, as deemed necessary by the Contractor, evaluate individuals regarding their need for conservatorship and shall pursue conservatorship for qualifying individuals. Contractor shall notify the Office of the Public Guardian in a timely manner of any individual with a need to be conserved (e.g. no later than the 10th day of a 14-day hold). Contractor is responsible for transporting inpatient-conserved individuals to and from conservatorship hearings.

2.5 CLIENT TREATMENT PLAN

2.5.1 A client plan shall be developed in accordance with requirements set forth in 42 CFR 456.180-181 and CCR, Title 9, CH 11, 1810.440. Contractor shall include documentation of each client's participation in their treatment plans.

2.5.2 When the client's signature or the signature of the client's legal representative is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.

2.6 EMERGENCY MEDICAL TREATMENT

2.6.1 Clients provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be charge to, nor be reimbursable by County, under the Contract. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.

2.6.2 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall

be submitted to the LACDMH's Disaster Coordinator, Emergency Outreach and Triage Division at least ten (10) days prior to the commencement of services under the Contract.

2.7 AFTERCARE / DISCHARGE PLAN AND PROCEDURES

Contractor shall ensure that clients have a discharge plan. The LACDMH designated staff APR will participate in the development of the discharge plan. Contractor shall contact the client's prior outpatient treatment providers within 24 hours of admission and solicit their input in treatment and discharge planning. Reasonable efforts shall be made to ensure that all clients have appropriate housing or residence upon discharge. This plan will include a specific appointment or time at which clients are expected to appear at an outpatient site. If the client has either a private conservator or the Public Guardian as temporary conservator or permanent conservator, the hospital must involve the conservator in the discharge process, give prior notice before discharge and obtain, or document efforts to obtain, the conservator's approval prior to discharge. The Contractor shall provide the aftercare/discharge plan including a list of current medications to all healthcare providers from whom the patient will receive care, at least 24 hours prior to discharge. The Contractor shall provide the final discharge summary to all healthcare providers that the discharge plan contemplates the patient receiving care from no later than seven days following discharge. Authorization from the client is not necessary to disclose personal health information for the above activities per 45 CFR 164.501.

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

2.7.1 Clients will only be placed in licensed facilities;

2.7.2 Contractor shall implement and administer procedures for ensuring that all referrals for continued care and treatment are to community placements which are clean, safe, and supervised environments; and

2.7.3 If Contractor serves older adults, Contractor will adhere to the following recommendations developed by the LACDMH: "Older Adults." https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=3454

In addition, Contractor is required to ensure the following:

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

2.7.5 Submission of a formal written aftercare plan to the DMH Director or designee, at the time of discharge of the client.

2.7.6 Subsequent to discharge of a Medi-Cal client, submission of a formal written aftercare plan to the appropriate area LACDMH program agency responsible for coordinating care for the Medi-Cal client being discharged. A copy of the aftercare

plan shall be attached to the Contractor's completed documentation or Treatment Authorization Request (TAR) form that is submitted to the LACDMH upon discharge of the client from the Contractor's facility.

2.8 CARE COORDINATION AND CONTINUITY OF CARE

Contractor shall work with LACDMH on client's care coordination to:

2.8.1 Support efficient transitions of care and to enhance client's engagement in services by:

a) Contacting the client's prior outpatient treatment providers within 24 hours of admission to obtain input on treatment and discharge planning;
b) Contacting and direct discharge planning with anticipated outpatient treatment providers following discharge at least 24 hours prior to discharge, including provision of the discharge/aftercare plan and list of current medications; and
c) Providing the complete discharge summary to outpatient providers no later than seven days following discharge.

2.8.2 Proactively identify and mitigate emerging periods in which a client may require more supports;

2.8.3 Provide intensive interventions to maintain client's stability;

2.8.4 Determine high risk, and/or high utilizers/high cost clients of services occupying inpatient and residential care settings; and

2.8.5 Assist the clients to achieve recovery goals.

<u>Criteria for Medical Admission and/or Transfer</u>:

2.8.6 Contractor shall work with referring institutions to complete efficient transitions of care as referenced above. This includes admitting clients who meet criteria for acute psychiatric hospitalization and are medically cleared.

2.8.7 The criteria for medical clearance are in Attachment I (Medical Clearance Form).

2.8.8 Contractor shall work with receiving institutions to complete efficient transitions of care as referenced below. This includes providing aftercare instructions and appointments.

a) Contractor acknowledges that patients that are transferred or discharged without adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission.
b) Disputes regarding whether a patient is appropriate for admission or transfer related to their medical condition shall be resolved via a doctor to doctor consultation.

2.9 CONTRACTOR'S OBLIGATION TO RE-HOSPITALIZATION RATE

Consistent with the national average, Contractor's target goal shall be to have no more than a 20% average same site 30-day re-hospitalization rate.

2.10 CONTRACTOR'S OBLIGATION TO AFTERCARE PLAN

In order to ensure appropriate discharge planning, each hospital must document in 100% of the client's charts and submit to LACDMH by the discharge date as part of the authorization process that Contractor has contacted the next level of care to coordinate care. Contractor shall contact the next level of care, and document in the client's chart the date of the contact, and name and phone number of the person with whom they have spoken. Contractor shall document a date that the patient will be seen for start of services (within seven (7) days of discharge, as required), and confirm the next level of care.

Aftercare planning shall occur with the client's knowledge and consent. If the client refuses aftercare planning, a refusal form shall be signed by client and placed in the record.

2.11 CONTRACTOR'S OBLIGATION IN AFTERCARE PLAN TO DOCUMENT MEDICATION

In the discharge summary, Contractor shall document:

2.11.1 A list of medications prescribed for the patient that is being discharged; and

2.11.2 That the hospital has given the patient a 30-day supply of the required psychotropic medication(s), or that the hospital has provided a prescription and the resource for the patient to access the medication(s) to include the name of pharmacy and the means or resource, such as:

a. Mode of transportation by which the patient will get to the pharmacy, or
b. Home delivery.

2.12 EMERGENCY MEDICAL TREATMENT AND LABOR ACT (EMTALA)

Contractor shall meet the Emergency Medical Treatment and Labor Act (EMTALA) statute codified at Section 1867 of the Social Security Act, the accompanying regulations in 42 CFR 489.24 and the related requirements at 42 CFR 489.20(1)(m),(q), and (r). EMTALA requires hospitals with emergency departments (ED) to provide a medical screening examination to any individual who comes to the ED and requests such an examination, and prohibits hospitals with EDs from refusing to examine or treat individuals with an emergency medical condition. If a complaint investigation indicates that a hospital violated one or more of the anti-dumping provisions of EMTALA, a hospital shall be subject to termination of its provider Contract. Contractor shall maintain a central log of individuals who come to the dedicated ED seeking treatment and indicate whether these individuals: refused treatment; were denied treatment; were treated, admitted, stabilized, and/or transferred; or were discharged.

2.13 NETWORK FLOW

Contractor shall actively participate in LACDMH programs to increase hospital admissions from Psychiatric Emergency Services (PES), Urgent Care Centers (UCC), the Mental Evaluation Team/System wide Mental Assessment Response Team (Met/Smart) and the Psychiatric Mobile Response Teams (PMRT) to improve network flow.

2.14 NOTICE OF ACTION AND STATE FAIR HEARING PROCESS

Pursuant to the 42 CFR 438 Final Rule, LACDMH shall give a client and the Contractor a written Notice of Action for Benefit Determination whenever denied reimbursement for a planned admission or whenever continued stay services are reduced or terminated by LACDMH while the client remains in Contractor's facility.

The procedures and requirements for State Fair Hearing Process shall be the same as CCR Title 22, Sections 50951, 50953 and 51014.1 and shall be in accordance with LACDMH's Quality Management Plan.

2.15 NOTIFICATION OF UNUSUAL OCCURRENCES

Contractor shall immediately, or within 24 hours, notify the DMH Director or designee of any of the following occurrences:

2.15.1 An epidemic outbreak;

2.15.2 Any suicide or suicide attempt; or

2.15.3 If any client served under the Contract:

a) Sustains injury, serious illness, or physical problems resulting in hospitalization;
b) Sustains an injury, which shall include, but not be limited to sexual assault/abuse, use of deadly weapons, fire, or other acts of violence; and
c) Leaves the facility against advice or is missing.

2.16 NOTIFICATION OF DEATH

Contractor shall immediately notify the LACDMH designated APR as identified in the Data Collections and Information System, upon becoming aware of the death of any client provided services hereunder. Contractor shall make notice immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the deceased's Data Collections and Information System identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

2.17 TEMPORARY ABSENCES OF CLIENTS FROM CONTRACTOR'S FACILITY FOR MEDICAL OR SURGICAL HEALTH NEEDS

Contractor shall not be reimbursed for temporary absence(s) of a client from Contractor's facility(ies) for medical and/or surgical health reason(s).

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

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The Plan shall include, but shall not be limited to the following:

3.1 CONCURRENT AUTHORIZATION

Contractor shall meet LACDMH's policies and procedures on authorization of services. Contractor acknowledges that the County is in the process of transitioning from retrospective authorization to concurrent authorization. Contractor shall comply with all policies and procedures of providing documentation necessary for LACDMH to authorize the services. The exchange of client information, including PHI, between LACDMH and contract providers shall be via IBHIS Provider Connect or other available LACDMH approved options. Documentation exchanged may include but are not limited to clinical, demographic, administrative, financial eligibility, and/or other information requested by LACDMH.

3.2 ACUTE DAY AUTHORIZATION CRITERIA:

3.2.1 For Medi-Cal reimbursement of Acute Psychiatric Inpatient Hospital Services, the client must meet medical necessity criteria set forth in CCR Title 9, section 1820.205. The client must meet the following medical necessity criteria for admission to a hospital for psychiatric hospital services:

a) Have an included diagnosis, including substance use disorder diagnoses, as applicable;
b) Cannot be safely or more effectively treated at a lower level of care, except that a client who can be safely treated with crisis residential treatment services or psychiatric health facility services for an acute psychiatric episode shall be considered to have met this criterion; and
c) Requires psychiatric inpatient hospital service and as the result of a mental disorder, due to one of the following:

- Has symptoms or behavior due to a mental disorder that (one of the following):

  - Represent a current danger to self or others, or significant property destruction.
  - Prevent the client from providing for, or utilizing, food, clothing, or shelter.
  - Present a severe risk to the client's physical health.
  - Represent a recent, significant deterioration in ability to function.

  OR

- Require admission for one of the following:

  - Further psychiatric evaluation.
  - Medication treatment.
  - Other treatment that can be reasonably provided only if the client is hospitalized.
  - Need for medical evaluation or treatment that can only be provided and is effective if the beneficiary is admitted to the hospital.

3.2.2 The medical necessity criteria are applicable regardless of the legal status (voluntary or involuntary) of the client.

3.2.3 Continued stay services in a hospital shall be reimbursed when a client experiences one of the following:

a) Continued presence of indications that meet the medical necessity criteria;
b) Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization;
c) More than two readmissions in less than 30 days within the previous 12 month period unless either the person's condition or discharge plan is substantially different for the current admission relative to prior admissions;
d) Presence of new indications that meet medical necessity criteria; OR
e) Need for continued medical evaluation or treatment that will be more effective if the client remains in the hospital.

3.3 ADMINISTRATIVE DAYS AUTHORIZATION CRITERIA:

3.3.1 Contractor may claim for administrative day services if a client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute residential treatment facility in a reasonable geographic area. In order to conduct concurrent review and authorization for administrative day service claims, LACDMH shall review that the Contractor has documented having made at least one contact to a non-acute residential treatment facility per day (except weekends and holidays), starting with the day the client is placed on administrative day status. Once five contacts have been made and documented, any remaining days within the seven-consecutive-day period from the day the client is placed on administrative day status can be authorized. Contractor may make more than one contact on any given day within the seven-consecutive-day period; however, the Contractor will not receive authorization for the days in which a contact has not been made until and unless all five required contacts are completed and documented. Once the five-contact requirement is met, any remaining days within the seven-day period can be authorized without further contacts having been made and documented.

3.3.2 LACDMH may waive the requirements of five contacts per week if there are fewer than five appropriate, non-acute residential treatment facilities available as placement options for the client. The lack of appropriate, non-acute treatment facilities and the contacts made at appropriate facilities shall be documented to include the status of the placement, date of the contact, and the signature of the person making the contact.

3.3.3 Examples of appropriate placement status options include, but may not be limited to, the following:

a) The beneficiary's information packet is under review;
b) An interview with the beneficiary has been scheduled for [date];
c) No bed available at the non-acute treatment facility;
d) The beneficiary has been put on a wait list;
e) The beneficiary has been accepted and will be discharged to a facility on [date of discharge]
f) The patient has been rejected from a facility due to [reason]; and/or
g) A conservator deems the facility to be inappropriate for placement.

3.3.4 Administrative Day Services can also be authorized if the Contractor follows the LACDMH waiver procedure in accordance with the Provider Alert published at https://dmh.lacounty.gov/pc/cp/ffs1/ and any addenda.

3.4 RETROSPECTIVE AUTHORIZATION REQUIREMENTS FOR ACUTE AND ADMINISTRATIVE DAYS:

Contractor may request retrospective authorization under the following limited circumstances:

3.4.1 Retroactive Medi-Cal eligibility determination;

3.4.2 Inaccuracies in the Medi-Cal Eligibility Data System;

3.4.3 Authorization of services for clients with Other Health Care coverage pending evidence of billing, including dual-eligible client; and/or

3.4.4 Client's failure to identify payer (e.g., for psychiatric inpatient hospital services).

3.5 METHOD OF MONITORING TO ENSURE THAT CONTRACT REQUIREMENTS ARE BEING MET:

3.5.1 Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with 42 CFR 456.150 through 456.245, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the State DHCS Standard Contract with LACDMH. A copy of Contractor's quality control system plan shall be available to LACDMH's Intensive Care Division for review and written approval prior to Contractor's submission of any claims for services hereunder.

3.5.2 In conformance with these provisions, Contractor shall establish: (1) A multidisciplinary peer review of the quality of client care; (2) Monitoring of medication regimens of clients; (3) A continuous quality improvement process to minimize incidences of aggression directed towards clients and others.

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

3.5.4 The Contractor shall cooperate with County Quality Improvement activities to improve the quality of care and services and each client's experience. Cooperation includes collection and evaluation of the data and participation in DMH's Quality Improvement programs.

3.5.5 LACDMH will evaluate the Contractor's level of performance under the Contract no less than annually. If the Contractor's performance does not meet the performance standards, then the County may terminate the Contract or invoke other remedies in the Contract.

3.5.6 Contractor shall make regular inspections, identify problems, and take corrective actions, as applicable with federal, State and County policy and procedure according to licensure and certification. Upon request, Contractor shall provide to County a record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

3.6 WRITTEN QUESTIONNAIRE

3.6.1 Contractor shall provide a written questionnaire to certain clients at the time of admission in accordance with LACDMH policies and procedures. The questionnaire shall be approved by State DHCS and offer the client the opportunity to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained in Contractor's file for at least four years and shall be made available to authorized agents of County, State and/or federal government.

3.7 PERFORMANCE STANDARDS AND OUTCOME MEASURES

3.7.1 The Contractor shall comply with all applicable federal, State, and County policies and procedures and their applicable performance standards.

3.7.2 Contractor must abide by the conditions set forth in the Contract, Provider Manual, Provider Alerts, LACDMH Bulletins, Provider Connect User Manual, and policies located at https://dmh.lacounty.gov/pc/cp/ffs1/.

3.8 BENEFICIARY PROBLEM RESOLUTION PROCESSES

Contractor shall comply and cooperate with the procedures and requirements for client problem resolution process as described in CCR, Title 9, Chapter 11, Sections 1850.205 through 1850.215.

3.9 NETWORK PROVIDER CREDENTIALING AND CONTRACT

Contractor shall ensure the attending providers (i.e., psychiatrist and psychologist) are credentialed and contracted as fee-for-service network providers with LACDMH (42 CFR 438.214 and State DHCS MHSUDS Information Notice #:18-019).

4.0 QUALITY ASSURANCE PLAN

Contractor shall comply and cooperate with all applicable provisions of WIC, CCR, Code of Federal Regulations, DHCS policies and procedures, and LACDMH Quality Improvement and Quality Assurance policies and procedures, to establish and maintain a complete and integrated quality management system.

A copy of Contractor's quality improvement system plan shall be available to LACDMH for review and written approval prior to Contractor's submission of any claims for services hereunder.

LACDMH will evaluate the Contractor’s performance under the Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County’s Quality Assurance Plan.

4.1 CONTRACTOR'S OBLIGATION TO ATTEND/PARTICIPATE IN MEETINGS

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

4.1.2 Contractor's staff representing the facility, and specifically the Acute Psychiatric Inpatient program, shall work collaboratively with Geographic/Service Area Managers to develop a partnership for the purpose of improving continuity and quality of care for clients. Such collaboration shall include attendance at Service Area Impact Unit meetings and Service Area Quality Improvement Committee meetings.

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

4.2 CONTRACT DISCREPANCY REPORT (SOW – ATTACHMENT III)

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor by the County's Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary evidence. To the extent that Contractor acknowledges the reported discrepancies, a plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be included in the response.

4.2.3 Contractor will further be required to correct the deficiency within 15 calendar days following service of the notice of deficiency, unless County determines that the deficiency cannot be completely corrected within 15 calendar days. If the date for correcting the deficiency is more than 15 calendar days following the service of the notice of deficiency, Contractor will work with County to develop a plan that identifies corrective action beginning and completion dates. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.3 COUNTY OBSERVATIONS

In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel shall not unreasonably interfere with the Contractor's performance.

4.4 PROGRAM SUPERVISION, MONITORING AND REVIEW

4.4.1 The DMH Director or designee shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, as well as the criteria for determining the persons to be served within the acute inpatient setting.

4.4.2 To assure compliance with the Contract and for any other reasonable purpose relating to performance of this Contract, and subject to the provisions of State and federal law, authorized County, State and/or federal representatives shall have the right to enter Contractor's premises (including all other places where duties under the Contract are being performed), with or without notice, to inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Contract; and elicit information regarding the performance of this Contract or any related work.

a) The representatives and designees of such agencies shall be permitted to examine, audit, and copy such records at the site at which they are located.
b) Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties.
c) Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within 10 working days for monitoring purposes.

4.4.3 Utilization Review: DMH will implement utilization review at least every three (3) days and up to daily, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of monthly due date as indicated on the Certification Form (Attachment II).

4.5 DATA COLLECTION AND INFORMATION EXCHANGE

4.5.1 Contractor will develop measurement and tracking mechanisms to collect and report data on a monthly basis, unless otherwise specified, as follows:

a) Available beds (daily);
b) The number of clients who were referred;
c) The number of clients who were refused;
d) The number of clients whose admission is delayed 24 hours or more pending more information;
e) The average length of time to respond to referrals;
f) The number of clients who were accepted;
g) The number of clients discharged; and
h) The number of clients receiving substance use services.

4.5.2 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH. Contractor also acknowledges that DMH utilizes Los Angeles

Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees to provide admission history and physical and medication list within 24 hours of discharge to accepting facility upon transfer. The discharge summary will be provided within seven days.

5.0 DEFINITIONS

Please see Exhibit C of the Contract (Definitions) for a complete listing of definitions.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

6.1 COUNTY

The County will administer the Contract according to the terms and provisions contained in Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1, Amendments.

6.1.4 Reviewing and verifying the monthly billing claim submitted by the Contractor to ensure the Client was present for the days billed.

6.1.5 Ensuring that clients who are financially able to pay for services do not have such services billed to the County.

6.1.6 Consulting with Contractor to determine if the general acute hospital services at the facility are appropriate and meet clients' needs.

6.2 CONTRACTOR ADMINISTRATOR

6.2.1 Contractor shall provide a full-time Hospital Administrator or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager shall be reached on a 24 hours per day basis.

6.2.2 Contractor Administrator shall act as a central point of contact with the County.

6.2.3 Contractor Administrator shall be responsible for:

6.2.3.1 Facility administration;

6.2.3.2 Development of an administration plan and procedures to define lines of responsibility, workloads, and staff supervision in accordance with State, federal and County policies and procedures;

6.2.3.3 Provision of, or ensuring the provision of, services to clients, required by applicable laws and regulations, including those services identified in the Client's individual needs and services plan; and

6.2.3.4 Contractor Administrator/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 CONTRACTOR PERSONNEL

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.1.1 The minimum ratio of full-time professional personnel/staff to resident clients shall at all times be in conformance with all relevant laws, regulations, rules and LACDMH policies and procedures.

6.3.1.2 In addition, the facility must determine staffing requirements based on assessment of client needs, as per CCR, Title 22, Sections 71213 and 71215. Contractor shall, upon request, make available for review to the DMH Director or designee, documentation of the methodology used in making staffing determinations.

6.3.1.3 Contractor must comply with the personnel requirements (including those relating to training, specialized skills, licensing, and certification) and staffing ratios for acute hospitals, as applicable by law.

6.3.1.4 Contractor shall keep verification of current license for all employees required to be licensed in employee's personnel file.

6.3.1.5 Contractor shall employ support staff as necessary to perform office work, cooking, janitorial services, laundering and maintenance and upkeep of buildings, equipment and grounds.

6.3.1.6 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 of the Contract, Background and Security Investigations.

6.3.1.7 Contractor shall run monthly reports on licensed staff to ensure license has not been revoked.

6.4 IDENTIFICATION BADGES

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 of the Contract, Contractor's Staff Identification.

6.5 MATERIALS AND EQUIPMENT

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.6 TRAINING

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), DHCS, Department of Public Health (DPH), Community Care Licensing (CCL), and Centers for Disease Control and Prevention (CDC) standards as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

6.6.3 Contractor shall ensure their employees shall be trained in LACDMH required trainings.

6.6.4 Contractor shall ensure their employees are trained and adhere to all LACDMH's IBHIS, Provider Connect User Manual.

6.7 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which shall be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

7.0 GREEN INITIATIVES

7.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

7.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

8.0 PERFORMANCE-BASED CRITERIA

In an effort to provide effective, efficient and affordable care, County and Contractor shall collaborate in client care. County will monitor Contractor's performance at least once annually during the term of the Contract according to the Performance-Based Criteria in the Table 1 below.

All listings of services used in the Performance-Based Criteria are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW

and this Performance-Based Criteria, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this Performance-Based Criteria which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor, unless incorporated into the Contract via an Amendment executed by County and Contractor.

Performance-Based Criteria: Contractor shall ensure program operations are aligned with the Performance-Based Criteria identified in Table 1 below:

Table 1 – Performance-Based Criteria

Performance-Based Criteria	Method of Monitoring	Performance Targets
Subsection 4.52: Bed Capacity Information: Contractor shall provide bed capacity information in real time or at least on a daily basis.	Observation or inspection of reports or bed management system.	Provide daily bed availability information 100% of the time.
Paragraph 2.0 and 2.4: Contractor's obligation to document and inform LACDMH of every client admitted to emergency department and or inpatient unit on an involuntary hold and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.	Observation or inspection of admission records.	100% reporting of admissions to emergency department and or inpatient unit of 5150s and 5585s on a monthly basis and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.
Sub-section 2.7, 2.8, 2.10, and 2.11: Contractor's obligation to provide written discharge aftercare plan to anticipated follow-up providers at least 24 hours prior to discharge, including appointment time and medication list. This information shall also be provided to LACDMH.	Observation of Chart review and documentation.	Compliance in the in documentation of patient chart in 100% of discharges.

9.0 REIMBURSEMENT – MEDI-CAL

It is the Contractor's responsibility to review this section 9 and any applicable Service Exhibit to ensure correct billing for the specific services provided in addition to these Medi-Cal services.

The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State, and local statues, laws, ordinances, rules, regulations, manuals, policies, guidelines, provider bulletins/alerts and directives.

The Contractor shall comply with all applicable provisions of the WIC and/or CCR related to reimbursement by non-County and non-State sources, including but not limited to collecting reimbursement for services from clients (which shall be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor

shall ensure that, to the extent a recipient of services under the Contract is eligible for coverage under Medicaid or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible beneficiary are properly identified and claimed.

9.1 AGE GROUP REIMBURSED

The age groups reimbursable by the State DHCS Fiscal Intermediary are as follows:

9.1.1 Medi-Cal clients of all ages in a licensed GACH.

9.1.2 Medi-Cal clients of ages under 21 years and ages 65 years or older in a licensed APH. Acute Psychiatric Inpatient Services provided in an APH which is larger than 16 beds shall be reimbursed only for Beneficiaries under 21 years of age or over 65 years of age. Services may be provided if a beneficiary was receiving such services prior to their 21st birthday and the services are rendered without interruption until no longer required or their 22nd birthday, whichever is earlier.

9.1.3 Medi-Cal clients aged 13 years and older in a licensed MC-PHF.

9.2 ACUTE DAY RATE (ADR)

9.2.1 **Acute Day Rate (ADR):** The ADR is established in compliance with CCR, Title 9, Section 1820.100 and Contractor shall be paid for Acute Psychiatric Inpatient Services per day of service for each approved Medi-Cal client based on the established ADR.

9.2.1.1 The ADR is reimbursable for the day of admission and each day that services meeting medical necessity are provided, excluding the day of discharge according to CCR, Title 9, Sections 1820.100(c) and 1820.205.

9.2.1.2 LACDMH must report changes to the ADR to the State DHCS Fiscal Intermediary Master File 30 days prior to the effective date of the change.

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

9.2.2 **Administrative Day Rate:**

The Administrative Day Services rate is set by the State DHCS for all counties. During the term of the Contract, Administrative Day Services shall be at the reimbursement rate determined by the State DHCS in accordance with CCR, Title 9, Section 1820.110(d). For the Reimbursement Criteria, Contractor shall follow the instruction under Administrative Days Authorization in section 1.0 of Scope of Work.

9.2.3 **Reimbursement Agency:**

State DHCS Fiscal Intermediary shall reimburse Contractor during the term of the Contract for Acute Psychiatric Inpatient Services provided to clients. Contractor shall submit claims to the State Fiscal Intermediary in accordance with CCR, Title 9, Chapter 11, Sections 1820.210 through 1820.225, and the Contract. Reimbursement for Acute Psychiatric Inpatient Services shall be at the applicable ADR for Acute Psychiatric Inpatient Services and Administrative Day Services as mutually agreed upon between Contractor and County less any available third party coverage and/or Medi-Cal Share of Cost.

9.2.4 **Funding:**

During each Fiscal Year or portion thereof of the term of the Contract, reimbursement for Acute Psychiatric Inpatient Services shall be made on the basis of:

a) Treatment Authorization Requests for the particular Acute Psychiatric Inpatient Services Administrative Day Services which has been submitted by Contractor to County as required by this Contract and approved by County;
b) The particular Acute Psychiatric Inpatient Services or Administrative Day Services provided pursuant to the County-approved Treatment Authorization Request are consistent with the County-approved Treatment Authorization Request and are appropriate for clinical reimbursement as determined by the DMH Director or designee;
c) For all Los Angeles County Regional Center clients, except Harbor Regional Center, the County acting as the Local Mental Health Plan shall only be responsible for authorizing a maximum reimbursement for four Administrative Days.

9.2.5 For both ADR and Administrative Day Rate, reimbursement is based on the rate less any available third-party coverage, Medi-Cal Share of Cost, and client share of cost shall be considered payment in full in accordance with CCR, Title 9, Section 1820.115 (h).

10.0 FINANCIAL PROVISIONS/BILLING PROCEDURES

10.1 CHANGES TO HOSPITAL NAME, NATIONAL PROVIDER IDENTIFIER OR FEDERAL TAX ID NUMBER

10.1.1 Contractor shall provide LACDMH electronic notification if/when they have requested changes to the Entity name, National Provider Identifier (NPI) number, and/or Federal Tax ID number at AcutePsychiatricHosp@dmh.lacounty.gov.

10.1.2 Upon notification to LACDMH, Contractor shall hold all TAR Submissions to County in accordance with provider manual located at https://dmh.lacounty.gov/pc/cp/ffs1/ and claiming to the State DHCS until the LACDMH and State DHCS systems can be updated.

10.2 ELIGIBILITY FOR REIMBURSEMENT UNDER THIS CONTRACT

10.2.1 **APPROPRIATE LICENSURE AND CERTIFICATION**

10.2.1.1 Contractor hereby represents and warrants that it is currently, and for the term of the Contract shall remain, licensed and certified as a GACH or APH in accordance with California Health and Safety Code Section 1250 et seq. and CCR Title 9 Chapter 11 Sections 1810.217 and 1810.219; and Title 22, Section 51207.

10.2.1.2 Contractor hereby represents and warrants that it is currently, and for the term of the Contract shall remain, certified as a Medi-Cal provider under Title XIX.

10.2.1.3 Contractor agrees that compliance with its obligations to remain licensed as a GACH or APH and certified as a Medi-Cal provider under Title XIX shall be express conditions for Contractor's eligibility for reimbursement under the Contract.

10.2.2 **CONTRACTOR ADHERENCE TO UTILIZATION CONTROLS**

10.2.2.1 Contractor shall adhere to all utilization controls and services in accordance with CCR, Title 9, Chapter 11, Sections 1820.210 through 1820.225 and 42 CFR 456.150 through 456.245.

10.2.3 **QUALITY OF CARE**

10.2.3.1 To be eligible for reimbursement under the Contract, Contractor shall:

a) Assure that all clients receive care as required by CCR, Title 9, Chapter 11, Sections 1820.210 through 1820.230 and 42 CFR 456.150 through 456.245, and the Contract.
b) Provide Acute Psychiatric Inpatient Services to clients in the same manner and at the same level as Contractor provides to all other clients to whom Contractor renders similar services.
c) Not discriminate against any client in any manner whatsoever, including, but not limited to, admission practices, placement in special or separate wings or rooms, provision of special or separate meals and discharge practices.

10.2.4 **BILLING PROCEDURES**

10.2.4.1 Contractor shall follow all Provider Manual and Provider Alert procedures https://dmh.lacounty.gov/pc/cp/ffs1/. Correctly completed TARs and Charts are required to be submitted within the time required in the Provider Manual. Any TARs and Charts with errors will be returned to the Contractor for correction. Contractor is required to return corrected TARs and Charts within the time specified in the Provider Manual.

10.2.4.2 Contractor shall follow all IBHIS Provider Connect User Manual and Provider Alert procedures. This shall include but is not limited to searching through IBHIS Provider Connect for existing unique clients, creating admission episode and diagnosis, creating new unique client profiles and other new requirements. Contractor's TARs and Charts will be returned to

the Contractor to have the IBHIS Provider Connect errors fixed via Heat Ticket. IBHIS Provider Connect errors shall include but are not limited to duplicate client creation, wrong admit date, wrong discharge date, wrong number of days requested, and wrong date of birth, wrong CIN number, wrong gender and others. The Contractor must put information into IBHIS Provider Connect accurately to receive payment. Hospital Contractor's TARs and Charts will not be processed unless all the IBHIS Provider Connect errors are corrected.

10.2.4.3 The Contractor's reimbursement shall be reduced when claims made are covered, in whole or in part, under any other State or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, any private group indemnification or insurance program or workers' compensation, and whether the client for whom a claim is made is responsible for any/all Medi-Cal Share Of Cost for the particular Acute Psychiatric Inpatient Hospital Services. Notwithstanding any other provision of this Contract, to the extent that any such third party coverage and/or Medi-Cal Share of Cost is available, Contractor's reimbursement shall be reduced.

10.2.4.4 Contractor shall submit claims on the prescribed form and with the appropriate allowable psychiatric accommodation codes to Fiscal Intermediary for reimbursement for all Acute Psychiatric Inpatient Services rendered to clients under the Contract, in accordance with all applicable requirements.

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

10.3 ASSUMPTION OF FINANCIAL RISK BY CONTRACTOR

Notwithstanding any other provisions of the Contract, Contractor shall bear the total financial risk for the cost of all Acute Psychiatric Inpatient Services rendered to each client covered by the Contract. The term "risk" means that Contractor shall accept as payment in full for any and all Acute Psychiatric Inpatient Services the payments made by Los Angeles County pursuant to the Contract. The term "risk" also includes, but is not limited to, the cost for all Acute Psychiatric Inpatient Services or all illness or injury that shall result from, or is contributed to, by any catastrophe or disaster that occurs subsequent to the effective date of this Contract, including, but not limited to, acts of God, war or the public enemy.

10.4 GOVERNMENT FUNDING RESTRICTIONS

The Contract shall be subject to any restrictions, limitations, or conditions imposed by the State, including, but not limited to, those contained in State's Budget Act, which shall in any

way affect the provisions or funding of the Contract. The Contract shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government, State government, and County government which shall in any way affect the provisions or funding of the Contract.

10.5 RECOVERY OF OVERPAYMENTS

10.5.1 When an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor has been overpaid under the Contract, the overpayment shall be due by Contractor to County.

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

10.5.3 For State, County and other authorized agency audits and/or review exceptions, County shall recover the payment from Contractor within 60 days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such 60 days, then County shall immediately recover the overpayment from Contractor. Within ten (10) days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests to be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County within 30 days; or (2) paid by cash payment(s) by Contractor to County over a period not to exceed 60 days. If Contractor does not so notify County within such ten (10) days, or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by the DMH Director or designee, shall be immediately due and payable.

10.5.4 For Conlan client claims from the State, the Contractor shall reimburse Medi-Cal clients for the full amount out of pocket payment received by the Contractor. The Contractor shall respond to the County's request within 30 days of the letter that includes information on the amount and date paid to the Medi-Cal client.

10.6 CONTRACTOR APPEAL PROCEDURES

Contractor shall appeal the processing or payment of any of its claims for Acute Psychiatric Inpatient Services or the denial of any request for reimbursement of Acute Psychiatric Inpatient Services in accordance with the Medi-Cal Specialty Mental Health Services Network Provider Manual https://dmh.lacounty.gov/pc/cp/ffs1/ and CCR Title 9, Chapter 11, Section 1850.305 through 1850.325.

10.7 COUNTY AUDIT SETTLEMENTS

If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of County conduct an audit or review regarding the Acute Inpatient Psychiatric Hospital Services provided hereunder and if such audit or review finds that the dollar liability of County and/or federal governments for such services is less than the payments made by Fiscal Intermediary to Contractor, then

the difference shall be due by Contractor to County. Within 30 days after written notification by County to Contractor of any such difference due by Contractor to County, Contractor shall pay County by one cash payment.

10.8 INTEREST CHARGES ON DELINQUENT PAYMENTS

If Contractor, without good cause as determined in the sole judgment of DMH Director or designee, fails to pay County any amount due to County under the Contract within 60 days after the due date, then in DMH Director or designee's sole discretion and after written notice to Contractor, DMH shall assess interest charges at a rate equal to County's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the 61st day after the due date. The interest charges shall be paid by Contractor to County by cash payment upon demand.

10.9 SUSPENSION OF PAYMENTS

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

10.10 REPORTS

10.10.1 General:

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

10.10.2 Processing Information System:

a) Contractor shall participate in the County's Processing Information System as required by DMH Director or designee. Contractor shall report to County all program, beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, Medi-Cal Fee-For-Service Inpatient Hospital Provider Manual Provider, Alerts and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each Fiscal Year in which the services were provided.

b) Notwithstanding any other provision of the Contract, only those days of service of Acute Psychiatric Inpatient Services and Administrative Day Services, as set forth on County-approved Treatment Authorization Requests and properly entered into the County's Claims Processing

Information System, shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's Claims Processing Information System is accurate and complete. It is Contractor's responsibility to review all provider reports and to report any discrepancies to County's Claims Processing Information System representatives. Admission data must be entered by Contractor into the County's Claims Processing Information System within 24 hours of the time of admission.

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

d) There may be good reasons that prevent Contractor from entering into the County's Claims Processing Information System all data and information documenting days of service of Acute Psychiatric Inpatient Services and Administrative Day Services before the close of a particular month. If, after the close of the monthly County's Claims Processing Information System reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the reasons which prevented Contractor from timely entering such particular data and information into County's Claims Processing and Information System. DMH Director or designee may, at their sole discretion, after finding good cause, approve in writing Contractor's request to enter the data and information into the County's Claims Processing Information System.

e) Notwithstanding any other provision of the Contract, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's Claims Processing Information System.

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

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB:_____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies: _____
  - ❑ Positive Findings:
    _____
    _____
    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis: _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:
    _____
    _____
    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation
- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive

- ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments: _____
_____
_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

State of California Health and Welfare *Department of Health Services*

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART 1 - COMPLETED BY FACILITY

CLIENT'S NAME:

DATE HS-231 COMPLETED:

CLIENT'S - **FACILITY NUMBER:** **LEGAL STATUS:** **ADMISSION DATE:**

FACILITY NAME & ADDRESS:

MEDI-CAL IDENTIFICATION NUMER:

SOCIAL SECURITY NUMBER:

MIS#

PART III - CERTIFICATION BY

☐ Local Mental Health Director
☐ You are authorized to claim payment for Treatment as recommended by you.
☐ Request Denied

FROM:
TO:
A TOTAL OF ☐ **MONTHS**

PART II - COMPLETED BY DESIGNEE:

BIRTHDATE: **AGE:** **SEX:** ☐ Male ☐ Female **COUNTY:**

*******THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*******

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

LONG TERM GOALS (> 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:
Average STP/week Participation/Attendance: ***Average STP/week Participation Goal:*** ***By the date of:***

Response to Special Treatment Program:

Response to Incentive Program:

Current Level:
Level Goal:
By the date of:

Designee Signature	**Designee Title**	**Affiliation**	**Date**
Contract Liaison	**Contract Liaison Title**	**County and Department**	**Date**

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY / ISSUE:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action):_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date_____

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date

Acute Psychiatric Inpatient Services

SOW - Service Exhibit Listing

SOW/Service Exhibits	Service Exhibit No.	✓
Psychiatric Diversion Programs & Institutions for Mental Disease (IMD) Exclusion Population Services	Service Exhibit I	
Behavioral Health & Physical Health	Service Exhibit II	
Child and Adolescent Services	Service Exhibit III	
Intentionally Omitted	Service Exhibit IV	
Guaranteed Bed Agreement	Service Exhibit V	
Release Bed Agreement	Service Exhibit VI	
Surge Inpatient Psychiatric Services	Service Exhibit VII	