DMH

County of Los Angeles
CHIEF EXECUTIVE OFFICE
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WILLIAM T FUJIOKA
Chief Executive Officer

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
27
JUN 10 2008
SACHI A. HAMAI
EXECUTIVE OFFICER

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June 10, 2008

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

Dear Supervisors:

DEPARTMENT OF MENTAL HEALTH: REQUEST AUTHORIZATION TO RENEW TWO STATE HOSPITAL PATIENT ESCORT SERVICE AGREEMENTS FOR FISCAL YEARS 2008-09, 2009-10 and 2010-11 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request to renew two patient escort service agreements with Metropolitan State Hospital and Patton State Hospital to provide patient transportation and escort services to and from various courts for legal proceedings to mentally ill clients.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, execute, and renew two State hospital escort service agreements (Agreements) with 1) Metropolitan State Hospital and 2) Patton State Hospital, for the transportation of patients to and from courts for legal proceedings, using an agreement format substantially similar to Attachment A for Fiscal Years (FYs) 2008-09, 2009-10 and 2010-11.

2. Authorize the Director of Mental Health, or his designee, to prepare, sign, and execute future Agreements with other qualified State Hospital Escort Services providers.

3. Authorize the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments, if any, provided that: 1) the County's total payments to each Contractor pursuant to an Agreement for each fiscal year do not exceed an increase of 20 percent of the annual County obligation amount; 2) any such increase is used to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designee, is obtained prior to any such amendments; 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 shall notify the CEO's office of agreement changes after execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions ensures that escort services will continue without interruption to mentally ill clients. Board approval is requested because these two Agreements will expire on June 30, 2008.

Additionally, new and revised contract provisions mandated for Local Small Business Enterprise Preference Program and Safely Surrendered Baby Law will ensure uniformity of all terms and conditions.

Implementation of Strategic Plan Goals

The recommended Board actions support Goal 7, Health and Mental Health, of the County Strategic Plan by improving mental health outcomes and implementing a client-centered services delivery system.

FISCAL IMPACT/FINANCING

The total estimated annual cost of these two Agreements is $309,800 and will continue to be funded with County General Fund allocation, as detailed in Attachment B. Funding is available in the Department of Mental Health (DMH) FY 2008-09 Proposed budget, and will be requested in future fiscal years. There is no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The renewal of these two Agreements will allow Contractors to provide patient escort and transportation services to mentally ill inpatients within the hospital, who are Lanterman-Petris-Short conservatees of Los Angeles County. Such inpatients are judicially committed to a hospital under Sections 4017, 5602, and 5652.5 of the California Welfare and Institutions Code. Inpatients will be transported to and from various courts in the greater Los Angeles area for legal proceedings.

The Agreement formats have been approved as to form by County Counsel. DMH clinical and administrative staff will also continue to administer and supervise the agreements, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are being followed.

Attachment A corresponds to each specific Agreement and provides information regarding Supervisorial Districts, contract terms, and payment schedule, and Attachment C provides information regarding the County contracting with minority/women–owned firms.

CONTRACTING PROCESS

The County currently has existing Agreements with each of these service providers and they will expire on June 30, 2008, and are being renewed because of the continuing need for their unique and specialized services for Los Angeles County residents.

DMH has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreements.

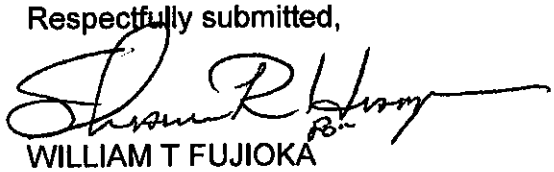
IMPACT ON CURRENT SERVICES

Board approval of the proposed actions will allow Contractors to provide uninterrupted, accessible patient escort and transportation services between the State hospitals and courthouses for legal proceedings.

CONCLUSION

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

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:JS:yb

Attachments (3)

c: County Counsel
Department of Mental Health
Chairperson, Mental Health Commission

061008_DMH_Escort Services

Attachment A

COUNTY OF LOS ANGELES -- DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

RENEWAL OF SPECIALIZED AGREEMENTS FOR FYs 2008-09, 2009-10 AND 2010-11

STATE HOSPITAL - ESCORT SERVICES

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Payment Schedule		
				FY 2008-09	FY 2009-10	FY 2010-11
1	Metropolitan State Hospital 11401 S. Bloomfield Avenue Norwalk, CA 90650	All	3 Yrs.	$220,000	$220,000	$220,000
2	Patton State Hospital 3102 E. Highland Avenue Patton, CA 92369	All	3 Yrs.	$89,800	$89,800	$89,800
		TOTAL		$309,800	$309,800	$309,800

CONTRACTOR:

_____ _____

Contract Number

_____ _____

Provider Number

Business Address:

_____ _____

_____ Reference Number

STATE HOSPITAL ESCORT SERVICES AGREEMENT

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Contract No. _____

STATE HOSPITAL ESCORT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the County of Los Angeles (hereafter "County") and State of California Department of Mental Health through the Director of Mental Health with the approval of the Director of the State Department of Mental Health (hereafter "State")

WHEREAS, County desires to obtain from State, certain personnel, facilities, and services needed to provide escort services for mental health patients on trips into the community under the provisions of Division 5 (commencing with Section 5000) of California Welfare and Institutions Code (hereafter "WIC") in accordance with WIC Sections 4017, 5602 and 5652.5; and

WHEREAS, State's **State Hospital** (hereafter "Contractor") has the necessary personnel, facilities, and services to adequately provide such mental health escort services.

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

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

jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

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

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

Personal Service Delivery

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

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

Service Access

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

- Provide services as promptly as possible

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

Service Environment

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

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

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

1. **TERM**:

A. The term of this Agreement shall commence on **July 1, 2008** and shall continue in full force and effect through **June 30, 2011**. The Agreement may be terminated without cause at any time by either party by giving of at least thirty days' prior written notice to the other party. County may also terminate this Agreement immediately if County determines that County and/or State funds are not budgeted or available for this Agreement or any portion hereof.

B. 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 26 (NOTICES).

2. **ADMINISTRATION:** County's Director of Mental Health or his authorized designee (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Director shall exercise general supervision over services provided hereunder in accordance with WIC Section 5608.

3. **SERVICES**: Contractor shall provide services in the form as described in ESCORT SERVICES EXHIBIT (ATTACHMENT II).

4. **SOURCES OF FUNDING**:

A. County shall pay Contractor one hundred percent of Contractor's actual costs for such services not to exceed County's Maximum Obligation described in Subparagraph B in accordance with the budgeted amounts set forth in BUDGET EXHIBIT (ATTACHMENT I) less patient fees paid. Actual costs for

services may be determined, in County's sole discretion, by a post-contract audit conducted by County in accordance with Paragraph 7 (FINANCIAL RECORDS AND AUDITS).

B. The Maximum Annual Obligation of County to Contractor under this Agreement shall not exceed _____ ($_____). Contractor shall not be required to perform services hereunder costing in excess of such dollar amount unless and until this Agreement is amended in writing by mutual consent of the parties, with the approval of State's Department of Mental Health, to increase such dollar amount.

C. Contractor's Notification of Receipt of 75% of Total Maximum Annual Obligation amount:

Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Annual Obligation amount for Contractor's performance hereunder for the fiscal year. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 26 (NOTICES)

5. **PAYMENT**: Contractor shall bill County's Department of Mental Health, Provider Reimbursement Unit, in arrears, for services provided hereunder. Each billing shall reflect Contractor's actual costs, in accordance with Budget Exhibit (Attachment I). Billings shall be submitted after the first month of County's fiscal year (July 1 - June 30). County payment shall be made by warrant.

All billings under this Agreement shall be submitted by Contractor to County no later than sixty days after the close of the County's fiscal year, provided that if this Agreement is terminated prior to June 30, than all billings shall be submitted to County within sixty days after such termination date. County shall not be liable or responsible for any billings submitted after such applicable sixty days. Contractor shall submit as an addendum to each billing a log listing the following for each transportation unit of service (trip):

(1) Date of trip.

(2) Number of hours for round trip.

(3) Number of miles.

(4) Names of patients transported.

(5) Legal status of patients (e.g., temporary conservatee or conservatee).

(6) Number of staff.

(7) List of staff by number of staff per staff discipline.

6. **STAFFING**: Contractor shall insure that all professional and technical staff employed by it in the performance of its duties under this Agreement are qualified and possess all appropriate licenses as set forth in Article 8 of Chapter 3 of Division 1 of Title 9 of the California Code of Regulations and all other applicable requirements of State law.

7. **FINANCIAL RECORDS AND AUDITS**: Accurate and complete financial records shall be kept by Contractor, so that the records clearly reflect the cost of each type of service for which payment is claimed.

Any apportionment of costs shall be made in accordance with generally accepted accounting principles in order to reflect the actual costs of the services rendered. All such records shall be maintained and retained by Contractor at a location in Southern California for a minimum period of four years following the expiration or termination of this Agreement, or until all County's audit findings are resolved, whichever occurs later. During the term of this Agreement and during such four years, Contractor shall make all such records available for inspection and/or audit by representatives of County at reasonable times during normal business hours.

8. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings and patient records and information, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, Contractor and Federal laws, ordinances, rules, regulations, guidelines, and directives relating to confidentiality. Contractor shall inform all its officers, employees, and agents providing services hereunder of such confidentiality provisions.

9. NONDISCRIMINATION: Contractor shall not employ any discriminatory practices in the admission of patients, assignment of accommodations, employment of personnel, or in any other respect on the basis of race, color, sex, religion, national origin, age, or physical or mental handicap, in accordance with the requirements of Federal and State law. State's admission policies shall be in writing and available to the public.

10. INDEMNIFICATION:

A. County shall defend, indemnify and hold Contractor and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees.

B. Contractor shall defend, indemnify and hold County, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor and its agencies, their officers, agents, or employees.

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

12. **INDEPENDENT STATUS OF CONTRACTOR**: The officers, employees, agents, and any other personnel of Contractor shall not be, and shall not be construed to be, the employees or agents of County for any purpose whatsoever. Further, such persons shall not be entitled to any rights, privileges or benefits of County employees.

13. **ENTIRE AGREEMENT**: The body of this Agreement and ATTACHMENTS I (Budget Exhibit), II (Escort Services Exhibit), III (Attestation Form) and IV (Safely Surrendered Baby Law Fact Sheet), attached hereto and incorporated herein by reference, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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

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

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

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

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

17. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 17.

18. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

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

19. NOTICE TO EMPLOYEES REGRADING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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

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

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

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

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

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

its presentation to the Board of Supervisors.

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

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

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

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

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

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

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment IIII as part of its obligation under this Paragraph 22.

Failure by Contractor to meet the requirements of this Paragraph 22 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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

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

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

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

26. NOTICES:

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

To Contractor: California State Department of Mental Health

State Hospital

_____

_____

Attention: _____

To County: Los Angeles County Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Avenue, 5th Floor

Los Angeles, California 90020

Attention: Richard Kushi, Chief

Los Angeles County Department of Mental Health

Emergency Outreach Bureau

550 South Vermont Avenue

Los Angeles, CA 90020

Attention: Tony Beliz, Deputy Director

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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, and California State Department of Mental Health has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

STATE OF CALIFORNIA,
DEPARTMENT OF MENTAL HEALTH

By _____
TERRIE TATOSIAN
Procurement & Contracting Officer
Administrative Services

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

STATE HOSPITAL

I have reviewed and concur with the terms of the above Agreement

By _____

Name _____

Title Executive Director

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and Administration Division

state hospital escort services 4-08

BUDGET EXHIBIT

ESCORT SERVICES
METROPOLITAN STATE HOSPITAL
FISCAL YEARS 2008-09, 2009-10 and 2010-11

			ANNUAL AMOUNT
I.	Maximum County Allocation	$	220,000
II.	Projected Revenue		0
III.	Gross Program	$	220,000
IV.	Projected Units of Service		
	Number of Trips		242
	Average Number of Patients Per Trip		4
V.	Projected State Hospital Expenditures		
	A. Estimated Personnel Salaries and Benefits		
	1) Driver	$	43,802
	2) Psychiatric Technicians		153,374
	Subtotal	$	197,176
	B. Services and Supplies		
	Transportation Services		22,824
	Total	$	220,000

* Administrative costs will be billed at the monthly rate of $400

BUDGET EXHIBIT

ESCORT SERVICES
PATTON STATE HOSPITAL
FISCAL YEARS 2008-09, 2009-10 and 2010-11

		ANNUAL AMOUNT
I.	Maximum County Allocation	$ 89,800
II.	Projected Revenue	0
III.	Gross Program	$ 89,800
IV.	Projected Units of Service	
	Number of Trips	104
	Average Number of Patients Per Trip	2
	Travel Hours of Staff	850
V.	Projected State Hospital Expenditures	
	A. Estimated Personnel Salaries: Staff Salaries - Various Disciplines (Including but not limited to NRs, PTs, Sr. PT, Psychologist)	$ 45,000
	Employee Benefits	20,000
	Salaries and or benefits Adjustments	20,000
	Subtotal	$ 85,000
	B. Estimated Other Costs:	
	Administrative Costs *	$ 4,800
	Total	$ 89,800

* Administrative costs will be billed at the monthly rate of $400

ATTACHMENT II

ESCORT SERVICES

1. General: Escort services are services provided to inpatients already in the mental health system where the treatment facility providing care to the particular patient has determined that it is necessary to transport and escort the patient on trips into the community.

2. Persons to be served: Escort services shall be provided to mentally ill inpatients of Hospital, who are LPS (Lanterman-Petris-Short) conservatees of Los Angeles County. Such patients are judicially committed to Hospital under one of the sections of the California Welfare and Institutions Code. They shall be transported to and from various courts in the greater Los Angeles area for legal proceedings. In some cases, these patients may be identified as extremely dangerous and serious AWOL (Absent Without Leave) risks.

3. Description of Services: State Hospital shall provide the following services as needed based upon the professional opinion of Hospital's staff:

A. Number of Patients Per Trip - State Hospital shall determine the number of patients who may be combined into one trip.

B. Escort Staff Per Trip - Based on the number of patients to be escorted, the safety and security needs of the patient(s) and the community, and the mental condition of the patient(s), State shall determine the necessary number and sex of mental health treatment and security staff necessary to escort the patient(s) on a trip.

C. Restraints - Patients transported under this Agreement may be restrained in order to prevent their escape during transport and insure the safety of escort staff,

other patients and the community.

D. Patient Meals - If a patient is on a trip into the community during normal meal times, State Hospital shall arrange for the provision of appropriate meals for the patient in accordance with the patient's dietary needs.

E. Drivers and Transportation Vehicles - State Hospital shall provide the necessary drivers and appropriately equipped ambulances or other transportation vehicles to provide the necessary transportation and care to patients on trips into the community.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (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.

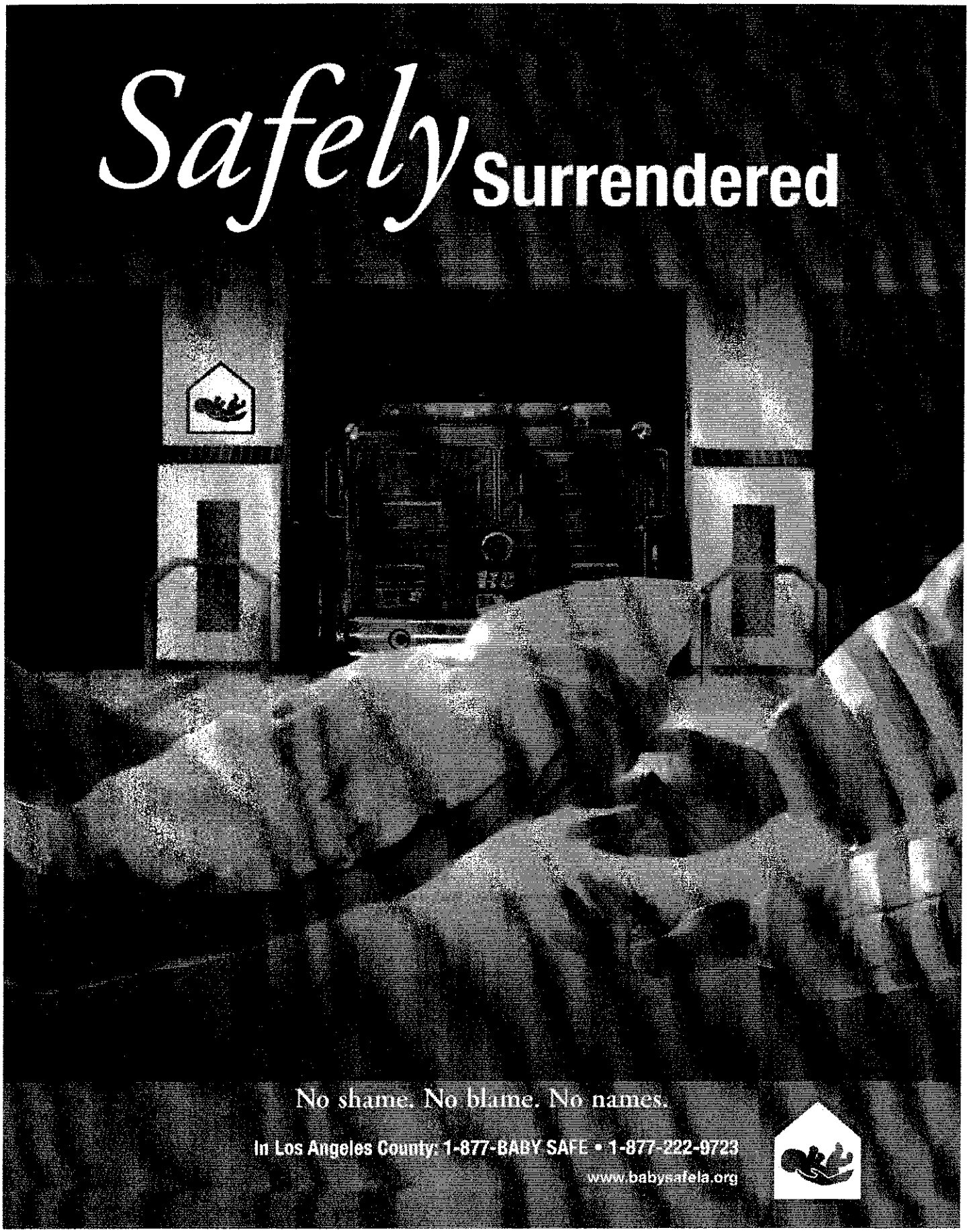
Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


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

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

[illegible]

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

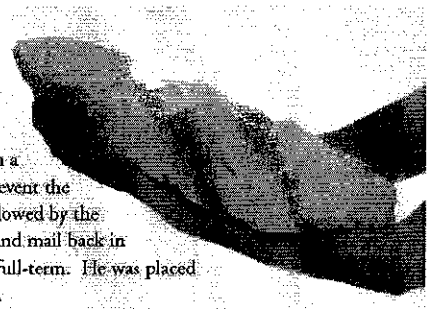
What happens to the parent or surrendering adult?

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

Why is California doing this?

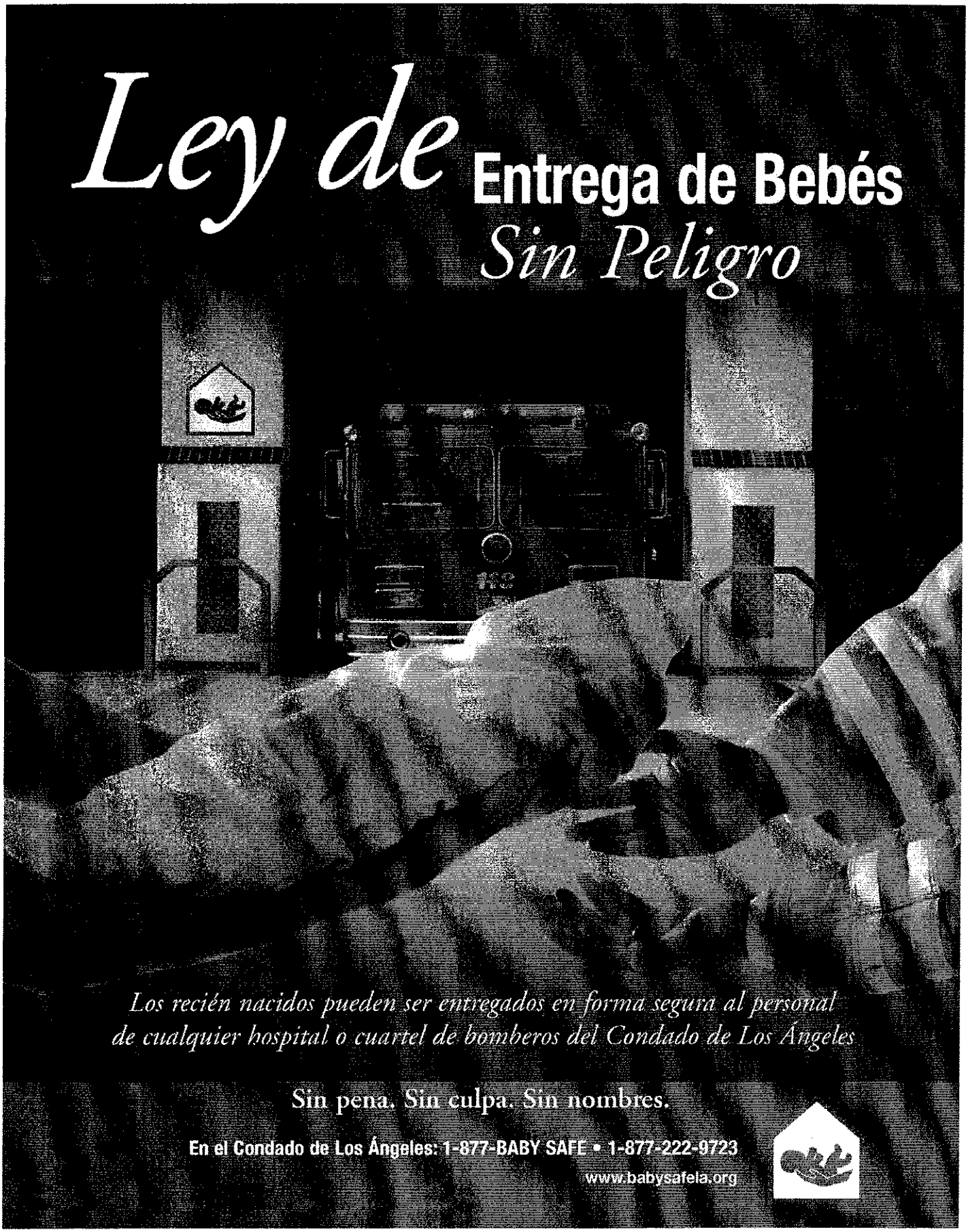
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

[illegible]

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

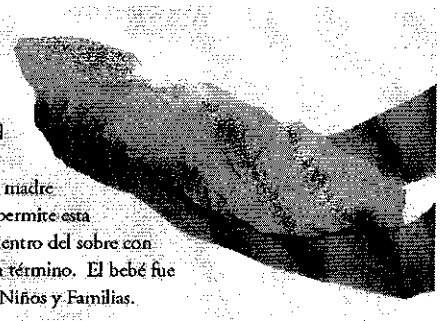
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

Attachment A-2

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS
PERCENTAGE OF OWNERSHIP IN FIRM

State Hospitals-Escort Services

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Metropolitan State Hospital	G								
2	Patton State Hospital	G								

Firm 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 from the Office of Affirmative Action Comp