REPORT ON THE PROGRESS OF THE SEPARATION OF PUBLIC HEALTH FROM THE DEPARTMENT OF HEALTH SERVICES

On May 30, 2006, as part of your approval of a separate Department of Public Health (DPH), your Board instructed my office to report on a monthly basis for the first three months of operation, and quarterly thereafter, for the first year to ensure that the transition occurs orderly and without incident.

Since your Board's action, my staff have continued to work with DPH and Department of Health Services (DHS) staff on the implementation tasks; however, we were unable to complete our written status reports before this time. Consequently, our memorandum now provides information through the first three months of DPH operation.

On May 30, 2006, your Board also instructed my office to report back within six months with a review of the impact of the separation and identification of any current Public Health responsibilities which should be placed in a different department. We anticipate providing that report to your Board in a separate memorandum early in December 2006. The review will be prepared, as instructed, in consultation with stakeholder groups, including Service Employees International Union (SEIU) Local 660, affected departments, County Commissions, medical and hospital representatives, and health care advocates.

The Memorandum of Understanding (MOU) between the DPH and DHS was signed and fully executed by July 6, 2006, which was the effective date of the Board-adopted ordinances creating the new Department. We have provided a copy of the MOU (Attachment I), for your information.
Attachment II summarizes the actions taken by DPH and DHS to implement the new Department, including dates on which those actions were accomplished and the projected timeline for actions not yet completed. The actions noted relate to the tasks identified on the implementation timeline most recently provided in our May 16, 2006 memorandum, Report on Alternative to Full Separation of Personal Health and Public Health.

With respect to the MOU between DHS and the Department of Mental Health (DMH), we had initially anticipated completing the MOU by August 30, 2006; however, we now expect to have the document completed by December 2006. Discussions between the affected departments and my staff are moving forward, with recognition of the funding limitations facing both DHS and DMH and addressed by their respective deficit management plans.

Our next quarterly report will be provided to your Board by December 2006, and will include the status of implementation efforts through the second quarter of DPH operations.

If you have questions or need additional information, please contact me, or your staff may contact Sheila Shima of my staff at (213) 974-1160.

DEJ:SRH:DL
SAS:DJ:RFM:bjs

Attachments

c: Executive Officer, Board of Supervisors
   County Counsel
   Auditor-Controller
   Director of Health Services
   Director of Mental Health
   Director of Personnel
   Director of Public Health

1st Progress Rpt of Public Health.mbs
MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

This Memorandum of Understanding ("MOU") is made and entered into this ______ day of July, 2006, by and between the Los Angeles County Department of Health Services and the Los Angeles County Department of Public Health.

WHEREAS, under State, federal and local law, the Department of Health Services operates a network of hospitals, comprehensive health centers and health centers, and provides population-based public health services to the citizens of Los Angeles County; and

WHEREAS, by action of the Board of Supervisors on May 30, 2006, the Los Angeles County Department of Health Services and its functions were divided into two separate departments named the Department of Health Services (hereinafter referred to as DHS) and the Department of Public Health (hereinafter referred to as DPH);

WHEREAS, DHS is charged with providing a variety of inpatient and outpatient services through its network of hospitals, comprehensive health centers, and health centers, as well as a number of programs, including the Community Health Plan and the Public Private Partnership program;

WHEREAS, DPH is charged with meeting the County's public health responsibilities and duties through its programs, network of public health centers, and contracted services;

WHEREAS, it is the intent of the Board of Supervisors and each department to ensure a smooth transition from the one entity into the two new entities;

WHEREAS, it is the intent of DHS and DPH to insure that the services offered by both departments are coordinated and that the principles of prevention and health promotion are integrated into DHS' clinical services; and

WHEREAS, it is the intent of DHS and DPH to set forth their respective rights and responsibilities concerning fiscal and operational issues arising out of this division of duties; and

WHEREAS, this MOU and its appendices are intended to describe programs where DHS and DPH share responsibilities or where the effectiveness of their discrete responsibilities are dependent on the effectiveness of the other department's programs and will be improved by the continued and enhanced
collaboration by staff in both departments; and

WHEREAS, this MOU is not intended to be a comprehensive listing of DHS and DPH programs where shared responsibility and/or interdependency does not exist or is not appropriate.

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERM AND TERMINATION:** The term of this Memorandum of Understanding (MOU) shall be from July 6, 2006, and shall continue through June 30, 2007. This MOU shall be automatically renewed for successive county fiscal year periods thereafter. This MOU may be modified or amended by the written, mutual consent of both parties. All amendments or modifications shall be documented in writing.

2. **SHARED RESPONSIBILITIES:** Both DHS and DPH agree to:

   A. Work to ensure a smooth transition and to realize the mutual benefit of operating through two separate organizational structures.

   B. Maintain frequent and consistent communication throughout the transition period and ongoing to ensure the needs and interests of each department are appropriately articulated and represented.

   C. Inform each other of critical changes in departmental needs, mandates, personnel, and financial resources that may impact the other department.

   D. Work together on areas of joint interest to facilitate and enhance program planning and implementation, such as health promotion and prevention of disease, control and management of chronic disease, grant applications and other funding opportunities, and increasing access to high quality health services.

3. **ENTIRE AGREEMENT:** This MOU and all appendices and exhibits thereto shall constitute the final, complete and exclusive statement of the terms of the agreement between DHS and DPH pertaining to the subject matter in this agreement and supersede all prior and contemporaneous understandings or agreements of the parties.

4. **MODIFICATION OF AGREEMENT:** This MOU may be supplemented, amended, or modified only by mutual agreement of the parties. No supplement, amendment or modification of this agreement shall be binding, unless it is in writing and signed by all parties.
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of this 4th day of July, 2006.

Department of Health Services
Bruce A. Chernof, M.D.
Director of Health Services

Department of Public Health
Jonathan E. Fielding, M.D., M.P.H.
Acting Director of Public Health

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

SHARON A. REICHMAN
Principal Deputy County Counsel
APPENDIX A. PROGRAM SERVICES SCOPE OF WORK

DHS and DPH shall establish a joint working group, with membership to be determined by the Directors of DHS and DPH, which will meet on a regular basis, but at least quarterly, to monitor the program areas set forth in the attached Appendices and identify others, on an on-going basis, to ensure that interdepartmental efficiencies and service improvements in personal health and public health services are regularly achieved. This working group shall be responsible for determining, on behalf of their respective Directors, where program collaboration has been successfully implemented and can be replicated in other program areas, or where barriers to efficiencies or service improvements may exist and where workable solutions must be developed to eliminate or mitigate those barriers.

This working group also shall have on-going responsibility for determining other program areas which should be incorporated into this MOU to further enhance interdepartmental collaboration. In addition, the working group shall discuss critical changes in departmental needs, mandates, personnel, and financial resources affecting the other department, so that this information can be provided, on a timely basis, to the other department. The joint working group shall, on a regular basis, seek input from stakeholder groups or experts in their respective program areas, as appropriate, in meeting these responsibilities. Recommendations of this joint working group shall be forwarded to the Directors of DHS and DPH for review and appropriate actions.

The provisions of this MOU shall be supplemented, amended or modified, on a regular basis, as provided for under the terms of this MOU, so that the roles and responsibilities of DHS and DPH in administering the programs described herein are current, are clearly delineated and can be communicated on a consistent basis to the appropriate DHS and DPH staff.
Appendix A.1 Oral Health

If requested by DHS, DPH will continue to provide contract monitoring, technical assistance, and professional guidance for dental services provided by DHS and its community partners. By September 30, 2006, DHS and DPH will negotiate specific frequencies of requested services and specific reporting mechanisms to implement this section, as needed. DPH projects that this service to DHS will require no more than 0.5 Full-Time Equivalent of dental professional time.

In addition, if requested by DHS, DPH agrees to recommend and provide technical assistance to DHS oral health operations on current dentistry practice and prevention standards, as promulgated by the Centers for Disease Control and Prevention, the California Dental Board, the California Dental Association, Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), and the California Association of Dental Plans.
Appendix A.2  **Radiology Services**

DHS agrees to allow DPH to access its contract for registry staff for radiology services. Costs associated with DPH use of registry staff under these contracts shall be invoiced to DPH, and reconciliation and payment of invoiced costs will be a DPH responsibility. In addition, DHS and DPH agree to work together to ensure that digital radiology systems will be compatible, to ensure seamless care for patients.
Appendix A.3 Pharmacy Services

DHS agrees to continue to provide pharmacy services to the public health centers, through the LAC+USC Medical Center Pharmacy, until DPH secures its own clinic dispensing permits for the public health centers as part of its plan to develop a Public Health Pharmacy. DPH agrees to continue to fund the existing six Public Health positions at the LAC+USC Medical Center Pharmacy to support the public health center dispensing services, until DPH secures its own permits. In addition, DPH will continue to pay for its own medication. It is expected that the transfer of responsibility to Public Health will occur no later than September 15, 2006, pending the State's approval of DPH's 340B application and license to dispense medication on-site.
Appendix A.4 Laboratory Services

DPH operates the Public Health Laboratory (PHL). PHL is certified as an approved local PHL and as an environmental testing lab by the California Department of Health Services. The PHL is also certified as a high complexity testing lab by the federal CLIA 88. Mandated services of PHL include services necessary for the various public health programs and consultations and reference services related to the prevention and control of human diseases (Title 17, section 1276).

To support the County Health Officer functions of prevention and control of diseases, the PHL conducts a variety of diagnostic and surveillance tests, which include, but are not limited to, testing for tuberculosis, HIV-1, syphilis, gonorrhea, Chlamydia, Hepatitis, West Nile, SARS and Influenza. Additionally, tests are provided to support epidemiologic and outbreak investigations of diseases such as botulism, salmonellosis, typhoid fever, Escherichia coli O157-H7, Norovirus, Hepatitis A and clearance testing to assure that food handlers and persons in critical occupations are free of communicable diseases.

DHS operates various laboratories conducting a variety of clinical diagnostic services.

Based on budget adjustments determined by the Chief Administrative Office for the 2006-07 Adopted Budget and as reflected in subsequent years' budgets, each department will reimburse the other for the laboratory services provided, as outlined below.

DPH agrees to provide the following services:

a. Diagnostic testing of specimens and/or samples collected from DHS hospitals and clinics, and transported to the Public Health Laboratory. The PHL fees for these tests shall be based on cost. The cost includes staff time, supplies and reagents, and pro-rated QA costs. DPH will compare its costs to Medi-Cal rates when developing its fee schedule. A list of fees will be provided to DHS. For eligible clients, DHS shall provide PHL with all information needed to bill Medi-Cal/Medicare.

b. Reference tests, which will be provided free of charge. A list of tests that the PHL provides at no cost is included as Exhibit I. This list will be updated as needed.

c. DHS facilities will arrange the required collection and timely transport of the specimens/samples to the PHL. The PHL will receive the noted specimens/samples via contract courier during mutually agreed scheduled days and time. The specimens will be labeled in a standardized format and the PHL test requisition completed according to instructions.
d. Reporting out of results will be made to a designated DHS individual from the facility collecting the specimen/sample by a mutually agreed-upon method. DPH will provide DHS facilities with summary data upon request.

DHS Clinical Laboratories at County hospitals provide testing for Public Health Centers. These public health centers include Antelope Valley, Glendale, North Hollywood, Pacoima, Monrovia, Pomona, Central, Hollywood-Wilshire, Burke, South, Ruth Temple, Whittier, Torrance, and Curtis Tucker.

DHS agrees to provide the following services:

a. Diagnostic testing of specimens and/or samples collected from DPH public health centers and transported to the appropriate DHS Clinical Laboratory. DPH will be charged for this service at DHS published rates based on cost. DHS will compare costs to Medi-Cal rates when developing its fee schedule;

b. DPH facilities will arrange the required collection and timely transport of the specimens/samples to the appropriate DHS Clinical Laboratory. The DHS Lab will receive the noted specimens/samples via contract courier during mutually agreed scheduled days and time. The specimens will be labeled in a standardized format and the DHS test requisition completed according to instructions; and

c. Reporting out of results will be made to a designated DPH individual from the facility collecting the specimen/sample by a mutually agreed-upon method. DHS will provide summary data to DPH facilities upon request.

If either party chooses to use an outside vendor for laboratory services rather than the arrangement outlined in this MOU, advance notice of 60 days must be given so the affected departments can plan accordingly.
Appendix A.5 **Preventive Services**

Preventive health services include primary prevention (immunization, and health promotion), secondary prevention (screening for early detection and treatment of disease) and tertiary prevention (effective treatment to minimize disability).

DHS facilities serve many County residents who may not be seen in other clinical or preventive health settings. DHS clinical interventions provide the opportunity to incorporate essential and/or important preventive health strategies. DPH provides expertise and specific assistance in the sphere of communicable disease control and prevention (TB, STD, HIV/AIDS, and acute communicable diseases), immunization, substance abuse (alcohol, drugs and tobacco), women's health, and other areas.

Joint involvement by DHS and DPH will strengthen preventive services, and strong preventive health approaches are life-saving and cost-saving measures vital to healthy patients and communities. DHS and DPH agree to maintain joint involvement regarding prevention needs and opportunities in DHS facilities and operations to include mechanisms for joint planning, communication, training, implementation, consultation and technical assistance.

DHS and DPH agree to:

a. Continue to work together to implement the Integration Plan developed in 2003 and updated in 2005, included as Exhibit II, which addresses clinical prevention strategies and shared information. Both departments will continue to co-chair and participate on an integration task force to monitor and update this plan and to expand to include new strategies, on an ongoing basis.

b. Consult, provide technical assistance and participate in prevention planning activities for the other department as appropriate or necessary. This may include programs where each Department has its own implementation mechanisms, but can benefit from joint participation;

c. Work together to review clinical preventive priorities and standards and implement prevention and treatment approaches consistent with guidance from the U.S. Preventive Services Task Force, the Centers for Disease Control and Prevention, the California Department of Health Services, or other prevention authorities, as appropriate; and

d. Collaborate on grant applications and research programs designed to test or improve clinical preventive service approaches.
Appendix A.6 **Tuberculosis Services**

DHS and DPH agree to perform necessary and/or legally mandated Tuberculosis (TB) services in accordance with the policies and procedures incorporated in the Los Angeles County Tuberculosis Control Program (LAC TBC) Manual, including, but not limited to, the following:

a. **Targeted Testing and Treatment of Latent Tuberculosis Infection (LTBI):** Screening for tuberculosis (TB) performed by DHS and DPH shall be in accordance with guidelines of the Centers for Disease Control and Prevention (CDC) and standards contained in the LAC TBC Manual.

b. **Diagnosis and Management of TB Disease:** Diagnostic work-up of a person suspected of having active TB disease shall be in accordance with guidelines of the CDC and standards contained in the LAC TBC Manual.

A person diagnosed as a TB suspect or case shall be offered therapy and monitored. DHS shall refer a TB suspect or case to the DPH Public Health Center nearest the patient's residence, unless otherwise requested by the patient, for continued management, treatment (including directly observed therapy, if needed) and follow-up. As indicated during the course of case management, DPH will refer a TB suspect or case for additional diagnostic and referral services (including but not limited to additional radiologic studies, invasive diagnostic procedures, and surgical procedures).

A person identified as a suspect or case of TB must be reported to TBC within 24 hours in accordance with applicable laws, regulations and policy directives.

c. **Discharges of TB Suspects and Cases from Health Facilities:** The discharge or release of a TB suspect or case from a DHS facility shall be based on TBC approval of a written treatment plan.

d. **Health Officer's Orders for TB:** DHS agrees to admit a TB suspect or case who is under a Health Officer’s order (such as civil order of detention) to an appropriate DHS facility in accordance with HSC section 121366 and County Code, and shall retain the patient for the duration specified by the local Public Health Officer.

e. **Reimbursement for TB inpatient days in DHS hospitals:** DPH will reimburse DHS for inpatient days of TB patients in DHS hospitals, who meet both of the following status categories:

Category 1 - Patients whose medical condition no longer requires an acute level of care, but who cannot be discharged because they are: a)
still contagious and are either under detention order or homeless, or b) non-contagious, but their discharge is delayed by efforts in identifying placement due to homelessness; and

Category 2 – Patients who are either ineligible for Medi-Cal, Medicare or other third party coverage, or eligible for such coverage but payment for days of care has been denied by the payer because of non-acute medical status. Prior to this agreement, costs for these patients have been assumed within the DHS hospital budgets. Reimbursement by DPH will be based on the weighted average of variable cost per day for TB patients in DHS hospitals.

The Chief Administrative Office will work with DHS and DPH, during the 2006-07 Budget process, on adjustments to the DHS and DPH budgets to reflect this transfer of financial responsibility. To accomplish this, DHS and DPH staff will develop information regarding numbers of inpatient days for TB patients, meeting the requirements identified above, and variable cost per day for TB patients at the DHS hospitals. This will serve as the basis for the budgetary adjustments to transfer net County cost from DHS hospitals to DPH and to increase Other County Department (OCD) revenue for the DHS hospitals by the same amount, for no net change in operating subsidy.

Should the actual numbers of TB patients meeting the criteria exceed the numbers projected in the 2006-07 and subsequent budgets, DPH will be responsible for providing reimbursement, as identified above, to the DHS hospitals, using their existing resources.

DPH may determine that it would be more cost-effective or beneficial to seek alternative resources for these patients, including contracts with skilled nursing facilities or housing providers, rather than utilizing the inpatient days at DHS facilities, and may use the appropriation and net County cost provided to them in this adjustment for that purpose. If DPH decides to use alternative resources, DPH shall advise DHS.

Further, DPH agrees to submit an application for reimbursement for civil detention to the California Department of Health Services, Tuberculosis Control Branch (CDHS -TBCB), in accordance with the CDHS -TBCB Policies and Procedure Manual, for each TB suspect or case under a Public Health Officer’s civil order of detention and detained in a DHS facility.

The DHS facility is responsible for invoicing the CDHS -TBCB, in accordance with the CDHS -TBCB Policies and Procedure Manual, for each TB suspect or case under a Health Officer’s civil order of detention
and detained in a DHS facility, and approved for reimbursement by CDHS -TBCB.

The DPH TB Control Program will notify the DHS facility when a TB suspect or case is to be released from a civil order of detention. The TB Control Program will notify the CDHS -TBCB Civil Detention Coordinator within 5 days of the release date.

f. **Airborne Infection Isolation Ward**: DHS agrees to continue to develop and maintain an airborne infection isolation ward meeting the requirements of Cal-OSHA and guidelines of the CDC to isolate and treat TB suspects and cases as determined by the local Public Health Officer to protect public's health (currently part of the capital project at Olive View Medical Center for the emergency department).
Appendix A.7  

**Sexually Transmitted Disease Services**

DPH agrees to continue providing categorical STD clinics at locations listed on Exhibit III. (NOTE: DPH WILL SEE WHO HAS LIST)

DHS agrees to continue providing diagnostic services and medical care to patients referred from DPH STD Clinics, including, but not limited to: Dermatology, OB/GYN, Urology, GI/Liver, Family Planning, Neurology, Infectious Disease, HIV care, and primary care, via an established referral process.

DHS will continue to provide STD screening and treatment in their facilities consistent with national STD treatment guidelines (Sexually Transmitted Disease Guidelines, CDC, 2002).

DHS agrees to continue providing cytologic evaluation of pap smears sent from three (3) DPH STD Clinics. DHS further agrees to consider providing these cytologic services and associated HPV testing technology to DPH's remaining STD Clinics. DPH will be charged for this service at DHS public rates based on cost. DHS will compare costs to Medi-Cal rates when developing its fee schedule.

DPH agrees to provide staff services for STD surveillance, public health investigation and partner notification services for DHS referrals. DHS agrees to provide adequate space at appropriate DHS facilities to house DPH's Hospital Liaison Nurses for these services, as well as access to relevant patient charts.
Appendix A.8 HIV/AIDS Services

DHS maintains an existing network of HIV primary and specialty care services, as prescribed in separate agreements between DPH Office of AIDS Programs and Policy (OAPP). DHS agrees to maintain these services in accordance with these agreements, as long as these agreements are in effect. These services include, but are not limited to, ambulatory outpatient medical care, HIV/AIDS medical specialty care, psychiatric and mental health care, state-of-the-art treatment for HIV/AIDS and related conditions and comorbidities, therapeutic and diagnostic monitoring services, AIDS Drug Assistance Program (ADAP) and Medi-Cal/Medicare enrollment, oral health care, HIV/AIDS Counseling and Testing services, and the associated data collection and reporting requirements, as appropriate.

DHS further agrees to inform DPH if it makes any significant changes to programs at DHS facilities that may not be funded by DPH/OAPP, but which affect DPH HIV-related program areas indicated above.

DHS agrees to continue to provide its HIV care consistent with national practice standards and adhere to existing treatment guidelines as described in the following:

a. STD Treatment Guidelines for People Living with HIV, CDC, 2002;

b. Principles of Therapy and Revised Recommendations for the Prevention and Treatment of TB Among Persons Infected with HIV, MMWR, 1998;

and

c. USPHS/AAHIVM Guidelines for the Treatment and Management of HIV-1 Infection.

DPH OAPP agrees to provide funding as available and consistent with current allocation methodologies, activities and mandates of the Los Angeles County Commission on HIV. DPH OAPP agrees to provide consultation and monitoring activities to ensure DHS facilities are familiar and compliant with all of the County, State and federal requirements for delivering and reporting HIV/AIDS-related services.
Appendix A.9 Immunization Services

All DHS facilities that provide pediatric immunizations agree to continue participating in the Los Angeles-Orange Immunization Network (LINK) in accordance with the standard MOU already in existence for this project, and DHS facilities not yet participating will be added according to an agreed upon timetable.
Appendix A.10 *Substance Abuse Services*

DPH will assume administration of the Antelope Valley Rehabilitation Centers (AVRCs) no later than September 1, 2006, upon the creation of a separate budget unit. A separate MOU and implementation plan will govern the transition and continued operation of the AVRCs.

DPH's Alcohol and Drug Program Administration (ADPA) will continue to work with DMH and DHS to increase and improve the capacity for substance abuse screening and referral at DHS facilities, including the psychiatric emergency services at the four County hospitals, dependent on available resources. The pilot projects are underway at King/Drew (Augustus Hawkins), LAC+USC, Olive View and Harbor-UCLA. Additional information regarding the roles and responsibilities will be reflected in the Memorandum of Understanding between DHS, DPH and DMH for mental health services.
Appendix A.11 **Homeless Services**

Homeless Prevention Coordinators (HPCs) will be available in both DHS and DPH. The HPCs in DHS and DPH will work collaboratively to oversee any health related issues related to homelessness, and will coordinate their efforts on any tasks related to homelessness that involve both personal and public health care issues.

The HPC in DHS will be responsible for oversight of personal healthcare issues that ensure that the LA County healthcare facilities are accessible and responsive to the needs of persons who are homeless. This includes, but is not limited to, discharge planning; increasing supportive housing and other resources; and providing training and support to DHS staff in relation to homelessness issues.

The HPC in DPH will be responsible for oversight of public health issues in relation to homeless services in LA County. This includes, but is not limited to providing public health and health literacy information/training for homeless service providers and ensuring ongoing communication for such service providers.
Appendix A.12 *Family Planning Services*

Title X funding for family planning services will be transferred from DPH's Maternal, Child, and Adolescent Health unit to DHS and DPH will no longer serve as the interface between the California Family Health Council, Inc. and DHS' personal health facilities. By August 1, 2006, DHS will assume direct responsibility for administering these funds and any resulting contracts with partner facilities.
Appendix A.13 California Children's Services (CCS)

DPH CCS assigns nurse case managers to Harbor-UCLA, LAC+USC and Martin Luther King, Jr./Drew Medical Centers, to assess pediatric (through age 21) inpatient referrals and medical reports to determine CCS eligibility; assist with the application process; identify needed services (inpatient, durable medical equipment, skill nursing, medical supplies, outpatient follow-up, etc.) and request appropriate authorizations; educate providers, families, and clients regarding CCS eligibility and benefits; and serve as a liaison between the facility, family, and primary CCS case manager, among other duties. The assignment of staff is based on pediatric Medi-Cal inpatient census and a change in census may result in a change in staff assignment.

DPH, through the CCS program, agrees to:

a. Assign one nurse case manager to identified DHS hospitals and provide a computer and clerical staff support for nurse activities.

b. Participate in quarterly management meetings with each hospital to ensure continuous quality improvement and address operational, administrative, and policy issues.

c. Develop, implement, and evaluate programs to educate hospital staff regarding CCS programs and services.

d. Serve as a consultant to the hospitals regarding claims processing and payment issues.

DHS facilities agree to:

a. Appoint a liaison to coordinate activities with CCS and CCS nurse case manager, and ensure appropriate staff participation in CCS educational programs.

b. Participate in quarterly management meetings with CCS to ensure continuous quality improvement and address operational, administrative, and policy issues.

c. Provide CCS nurse case manager with access to medical records, medical reports, medical information, medical conferences, discharge planning rounds, etc., so that the nurse case manager can perform the duties described above.

d. Provide CCS staff with adequate office space to include furniture, computer connectivity, fax, and telephone.
Appendix A.14 Office of Women’s Health

Improving the health status of women throughout the lifecycle is critical within both DHS and DPH. The Office of Women’s Health (OWH) serves as a focal point to make both DHS and DPH programs and policies more responsive to women receiving care within publicly funded programs and services. OWH promotes comprehensive and effective approaches to improving women’s health and focuses on the coordination of existing programs and resources.

DHS agrees to work with the DPH Office of Women’s Health to:

a. Work with model women’s health programs in hospitals, comprehensive health centers, health centers and/or programs and, through OWH technical assistance, share information and knowledge to enhance quality, systems, and resources of other like programs.

b. Continue providing the current scope and volume of diagnostic services and medical care to patients with an abnormal result referred from the OWH mobile clinic, the Hotline, and the OWH website.

c. DHS will continue to provide OWH with the use of the existing mobile van for their mobile clinic outreach program, and expenses will continue to be paid by the OWH.

DPH Office of Women’s Health agrees to:

a. Continue operation of its 1-800-793-8090 appointment and referral hotline, making appointments for no or low cost screenings into the OWH network of county and community providers.

b. Provide free preventive health screenings to include cholesterol, diabetes, blood Pressure, Body Mass Index, and Pap tests as well as gynecological and breast exams via its mobile clinic outreach, referring patients for follow-up care into the county and community network.
Appendix A.15 Health Services Information Unit

DPH operates the Health Services Information Unit, which is a telephone information and referral line for the public. Through the end of FY 2006-07, DPH will continue to answer calls related to DHS services and make appropriate referrals. Examples of high-volume calls of this nature include questions about the Ability-to-Pay program and referrals to DHS, PPP, or GR health care facilities. DPH and DHS staff will develop a reimbursement mechanism for costs associated with this service.

During FY 2006-07, DPH will assess the feasibility of transferring this function to Infoline's 211 service, for FY 2007-08 and beyond...
Appendix B  **ADMINISTRATIVE SERVICES**

While DPH has been provided with administrative support positions as a result of its establishment as a separate Department from DHS, there are areas where a sharing of resources is necessary and will continue, either on a short-term, interim basis, or for a longer term, as described and agreed to in the succeeding appendices.
Appendix B.1  **Human Resource Management**

DHS will continue to maintain, and allow DPH to utilize, the Item Management System. Any new upgrades will be provided to DPH.

DHS will include DPH in its ongoing development of the Time Management System and structure any competitive processes so that DPH can be served by the same vendor(s) through integrated or separate agreements, whichever is determined to be most efficient.

DHS and DPH will agree upon an appropriate reimbursement mechanism for costs associated with these services.
Appendix B.2  **Employee Health Services**

DHS facilities will continue to provide employee health services to DPH, until a contract provider for DPH can be obtained. Projected date for implementation of the contract is July 1, 2007. DHS and DPH will agree upon an appropriate reimbursement mechanism for costs associated with these services.
Appendix B. 3  **Risk Management**

DHS maintains a vendor supported electronic incident reporting system (Patient Safety Net-PSN) that incorporates Public Health Centers as units within Health Services Administration's functional structure.

DPH agrees to continue to maintain the administrative functions related to the PSN program (e.g., determine access for assigned staff, maintain data base) for the units listed within Health Services Administration for the duration of the contract period, which ends December 31, 2008. This contract does not include a budget for PSN onsite training for DPH, or the purchase of any training materials, i.e., PSN Guide to Event Types.

PSN will provide DHS a monthly data download in an Access database.

   a. DHS and DPH will collaborate to determine which specialized reports DPH will require.

   b. DPH will reimburse DHS for the staff time related to the preparation and delivery of these reports.

DHS will continue to provide administrative oversight for DPH Risk Management claims at the current scope and volume of service.
Appendix B.4 Facilities and Space Management

DHS and DPH will continue to operate the facilities they currently operate and be co-located in the buildings in which they are currently co-located. In each co-located facility, including administrative headquarters, the department with the majority of the space at the time of separation will be the “landlord,” operating the building. The other department will pay its share of operating costs for the facility. DHS and DPH will agree upon an appropriate reimbursement mechanism for these costs.

As they are the majority occupants, DHS will serve as the landlord for 313 N. Figueroa (and 241 N. Figueroa, since they share many services) and 5555 Ferguson. Decisions about increases or decreases in space and or support services will be negotiated between the departments, subject to approval by the Chief Administrative Office.
Appendix B.5  Information Systems: Applications, Infrastructure and Services

Data collection and analysis and information dissemination are essential to both DHS and DPH. The existing information technology infrastructure that supports both departments is complex and closely links DHS and DPH. Some existing information technology (IT) services have been designed to provide more efficient or cost-effective delivery of information systems support and operations. Separation of responsibilities will be designed to maximize organizational autonomy, while preserving interdepartmental cooperation and maintaining existing service levels. No significant changes in responsibilities are expected.

No charges for services between DHS and DPH are anticipated during the initial transition period, approximately through September 30, 2006. Cost for services from the Internal Services Department will continue to be charged to DHS and DPH budget units as appropriate. Further discussion will be conducted by DHS, DPH and Chief Administrative Office staff to appropriately identify costs for applications, shared infrastructure, and services that may be billed to the appropriate department. Budgetary adjustments, as needed, will be made during the budget process.

The following IT services are now provided to DHS users by Public Health Information Systems (PHIS). PHIS will continue to provide the same services to DHS.

a. Applications
   i. Assignment Tracking systems (as requested)

b. Infrastructure
   i. None

c. Services
   i. Local area network (LAN) support at locations where DPH users are in the majority.
      1. Glendale Health Center - 501 N. Glendale Ave., Glendale, CA
   ii. LAN user support at locations where DPH users are not in the majority.
      1. Ferguson Complex - 5555 Ferguson Drive, Commerce, CA
iii. Personal computer (PC) support for DHS users at locations where DPH users are in the majority.

1. Glendale Health Center - 501 N. Glendale Avenue, Glendale, CA

iv. PC support for DHS users at locations where DPH users are not in the majority.

1. Ferguson Complex - 5555 Ferguson Drive, Commerce, CA

The following IT applications and services are now provided to Public Health users by DHS Information Resource Management (IRM) and other DHS administration or facility-based IT organizations. DHS IS will continue to provide the same services to DPH. In order to maintain compliance with Health Insurance Portability and Accountability Act regulations on privacy and security of protected health information, DHS requires a common base security profile at the desktop level. Users requiring assistance with their computers will first call their assigned departmental (DHS or DPH) service desk. The service desk will then relay service tickets to the appropriate (DHS or DPH) PC support staff to deliver on-site services where necessary. Assignments for PC support are listed below.

a. Applications (includes hardware and operating systems administration, application administration, end-user support)

i. Item Management (DHS human resource management application)

ii. Labor Cost Distribution (LCD DHS financial reporting application)

iii. QuadraMed Affinity (DHS clinical information system) at designated Public Health clinics

b. Infrastructure

i. Novell GroupWise Internet Access (GWIA)

ii. Novell GroupWise WebAccess

iii. Novell GroupWise intra-post office routing

iv. Novell eDirectory and LDAP

v. Blackberry Enterprise Server

vi. Email virus and spam filtering

vii. Internet proxy server filtering and reporting

viii. Internet web servers

ix. Intranet web servers

x. Firewalls

xi. Internet access from shared facilities

xii. Videoconferencing capability from Figueroa Complex
c. Services

i. Novell GroupWise GWIA administration

ii. Novell GroupWise WebAccess and post office administration and end-user support for shared post offices or for DPH post offices hosted in DHS data centers/computer rooms

iii. Directory (Novell eDirectory) administration and sync with DHR CWTAPPS data

iv. Blackberry Enterprise Server administration and end-user support

v. Proxy ad hoc reporting

vi. Internet and Intranet DPH web site development, maintenance, and operations support

vii. Data Center provisioning for DPH servers located at:

1. Figueroa Complex/DHS Data Center – 313 N. Figueroa St, Los Angeles, CA

viii. LAN user support and infrastructure management at locations where DHS users are in the majority.

1. Ferguson Complex – 5555 Ferguson Dr, Commerce, CA
2. Figueroa Complex – 241 and 313 N. Figueroa St, Los Angeles, CA
3. All DHS hospitals and clinics where there are co-located PH users

ix. LAN infrastructure management at locations where DPH users are in the majority.

1. Adams & Grand – 2615 S. Grand Ave, Los Angeles, CA
2. Alhambra – 1000 S. Fremont Ave, Alhambra, CA
3. Baldwin Park – 5050 Commerce Dr, Baldwin Park, CA
4. Commonwealth – 600 S. Commonwealth, Los Angeles, CA
5. Downey – 7601 E. Imperial Highway, Downey, CA
6. Norwalk – 12440 E. Imperial Highway, Norwalk, CA
7. Santa Fe Springs – 10430 Slusher, Santa Fe Springs, CA
8. Telstar – 9320 Telstar Ave, El Monte, CA
9. Torrance – 711 Del Amo Blvd, Torrance, CA
10. Wilshire Metroplex – 3530 Wilshire Blvd, Los Angeles, CA
11. Vermont – 695 S. Vermont, Los Angeles, CA

x. Wide area network (WAN) coordination and support at all locations (actual data transport services for the Enterprise Network provided through ISD)

xi. PC support at locations where DPH users are not in the majority.

1. Figueroa Complex – 241 and 313 N. Figueroa St, Los Angeles, CA
2. Alhambra (OMC only) – 1000 S. Fremont Ave, Alhambra, CA
3. All DHS hospitals and clinics where there are co-located DPH users

The following IT services are provided to DHS by Internal Services Department. ISD will continue to provide the same services to DHS and DPH.

a. Materials Management System

b. CWTAPPS (County-Wide Time, Attendance, Personnel, & Payroll System)

c. CWPAY (County-Wide Payroll System)

d. HMMS (Health Materials Management System)

e. CAMIS (County-Wide Asset Management Information System)

f. eCAPS (Electronic Countywide Accounting Purchasing System)

g. Internet access from DPH-only facilities
h. Internet hosting services

i. Enterprise Network (coordination and management services provided by DHS)

The following IT service is provided to DHS by the Department of Public Works (DPW). DPW will continue to provide the same service to DHS and DPH.

   a. eDAPTs (electronic Development and Permit Tracking System)

The following IT services are provided to DHS by vendors. These vendors will continue to provide the same services to DHS and DPH using the existing contracts with DHS. New contracts with DPH will be required when the existing contracts expire.

   a. FileTrail (Human Resources)

   b. Medical Transcription Services
Appendix B.5.1 Information Systems: Data Sharing

DHS and DPH will continue to share planning data, as requested by each department, as follows: DPH will continue to provide population-level health data, such as data from the Los Angeles County Health Survey and vital statistics data, among other data, and DHS will provide health facility data, such as DHS facility data and Office of Statewide Health Planning and Development (OSHPD) data.

As recognized by the Board of Supervisors (Board), DHS is included in the Healthcare Component of the County, with respect to their receipt of Protected Health Information (PHI), pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996. This status is shared by Public Health as part of DHS. DPH will be recognized by the Board as a Covered Component of the Healthcare Component, in order to continue to receive PHI from other Covered Components. Covered Components currently include DHS, the Department of Mental Health, the Dorothy Kirby Center of the Probation Department, the Department of Human Resources' Employee Benefits Division, and the Pharmacy Division of the Medical Services Bureau of the Sheriff Department. As a separate department, DPH shall develop its required HIPAA compliance plan and execute the required Memoranda of Understanding with the Chief Administrative Office, Auditor-Controller, Treasurer-Tax Collector, Internal Services Department, and County Counsel.

Further, by August 30, 2006, DHS and DPH, in consultation with County Counsel, shall identify instances where patient or client specific information is shared between the departments and develop procedures, as necessary, to ensure that the information will continue to be shared. Further DHS, DPH and County Counsel will review barriers to the sharing of information between DHS and DPH, which may exist regardless of whether DHS and DPH are separate or the same department, so that action steps can be developed to remove those barriers.

By September 30, 2006, DHS and DPH, in coordination with the Chief Information Office and the CAO, shall review the data systems maintained by each department, in order to identify opportunities for pursuing uniformity and improved communication between systems.
Appendix B.6 **Library Services**

The Public Health Library at 313 N. Figueroa will continue to provide reference service and resources for DHS administrative staff; continue to participate in consortia purchasing agreements with DHS libraries, as appropriate; and continue in mutually agreeable cases as "enterprise librarian" for consortia purchase and to provide liaison services between the DHS librarians and DHS IT.

DHS will continue to provide $10,000 to support DHS administrative staff's research needs (this amount can be adjusted annually based on DHS' needs); continue to provide DPH access to all DHS-wide non-library funded, electronic literature and database resources at no charge to DPH; include DPH in consortia purchasing agreements with DHS libraries, and reimburse DPH for expenses to provide access to DHS facilities for electronic journals, as requested by DHS.
Appendix B.7 Training Programs

DHS and DPH provide staff training programs which may be attended by staff of the other department. Upon the effective date of this MOU, DHS and DPH will meet to identify those training programs which might be of interest and value to staff in the other department, on an on-going basis, and determine whether it is more cost-effective and/or efficient that separate training programs should be developed or that DHS and DPH staff should continue to participate in the training programs sponsored by the other department. If it is determined that continued participation by staff of the other department is more cost-effective and/or efficient, DHS and DPH will agree upon an appropriate reimbursement mechanism for the training costs associated with participants of the other department.
DHS and DPH will each continue to administer the contracts and subcontracts which existed in the DHS before separation and which are related to each DHS and DPH function. Such agreements shall be construed to refer to the Director or designees of DHS or DPH, depending on the services provided. If any disagreement exists on which department shall administer an agreement, the departments will seek the advisement of the Chief Administrative Office and County Counsel in determining the appropriate department to administer the agreement.

For agreements such as custodial or environmental, which contain services to both DHS and DPH facilities, the department serving as the building landlord will continue to administer the agreement for the benefit of both departments, in consultation with the other. DHS and DPH will mutually agree on a schedule for resolicitation of such agreements and determine whether the resolicitation shall be done jointly or separately.

For delegated Board authority to accept grant awards, accept amendments or to enter into agreements approved by the Board prior to the separation, the delegated authority shall be interpreted to refer to the DPH Director or designee, when the agreements are administered by DPH as described above.
Appendix B.9  Countywide Coalitions, Committees, and Commissions

Prior to the establishment of separate Departments of Health Services and Public Health, a single representative served on numerous coalitions, committees, and commissions on behalf of both DHS and DPH. Effective upon the creation of the separate DPH, representation to these groups will be determined on a case-by-case basis, as agreed to by both departments, with the following guidelines, and will be included as an addendum to Appendix B.9 (If list is not currently available, intent may have been to develop the list and subsequently add as addendum?):

a. Countywide groups comprised of department heads from each department, such as New Directions Task Force and the Interagency Operations Group, will include participation from both DHS and DPH.

b. Groups governed by ordinances, such as the First 5 LA (Proposition 10) commission, Children’s Planning Council, various commissions, will be decided on a case by case basis, with the department most engaged in the issue generally serving as the representative, or both departments will be represented, and necessary ordinance changes will be enacted.

c. Coalitions and committees without formal membership criteria will be decided on a case by case basis, according to the subject matter and level of interest by each department.
## DEPARTMENT OF PUBLIC HEALTH
### STATUS OF IMPLEMENTATION TASKS

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| 1. | **Establish independent pharmacy operation for Department of Public Health (DPH)** | 10/15/05| 4/30/07 | As of 9/22/06, DPH has filled 4 of 5 new budgeted pharmacy staff; a Pharmacy Services Chief II, a Pharmacist, a Pharmacy Technician, and a Pharmacy Helper. Efforts continue to fill the remaining position, Procurement Assistant I, with a target date of 10/31/06, for completion.  
DPH is continuing to work with DHS and Chief Administrative Office (CAO) staff to identify a site for the new DPH pharmacy; in the interim, the shared site at the LAC/USC Medical Center will be used.  
In the interim, DPH will continue to have pharmaceutical services provided by Department of Health Services (DHS) staff at LAC+USC Medical Center, as was in place prior to the establishment of the separate Department. DHS will continue to bill DPH for pharmaceutical purchases. |
| 2. | **Meetings with employee representatives/unions**                   | 2/16/06 | 7/31/06 | DPH and DHS have met regularly with union representatives to discuss impact of the separation on DHS and DPH employees.  
On 6/15/06, DPH and DHS provided union representatives with information on the process that would be used to select DHS employees to be reassigned to DPH and with drafts of notification letters which would be sent to DHS employees in affected administrative support areas.  
Additional meetings to discuss issues related to the separation will be scheduled as needed, but are not currently on the calendar. |
### Implementation Timeline Task Update

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| 3  | Notice to employees regarding action/impact and informational meetings | 6/7/06| 7/6/06| On 6/16/06, initial notice was sent via e-mail to all employees and posted in all work areas of the Board's action to establish the new DPH.  
On 6/21/06, letters were sent to employees in administrative support areas affected by the establishment of the new DPH, requesting them to indicate their preference for remaining in DHS or transferring to DPH. Responses were requested by 7/6/06.  
On 6/26/06 and 6/28/06, DPH and DHS staff conducted Employee Forums (question & answer sessions) at DHS and DPH worksites for employees who might be affected by the administrative support transfers.  
In addition, DPH conducted Employee Forums for DPH staff on 7/26/06, 7/27/06, 7/28/06 and 8/8/06, with the objectives of allowing staff to meet the Public Health director and key managers; hear about the DPH vision, mission and strategic direction; learn about the new department and the transition process; and to respond to employee questions. |
| 4  | Reassignment of impacted employees/change of work location if needed  | 7/17/06| 7/31/06| All affected employees were formally advised by letter, dated 7/17/06, of whether they were being reassigned to DPH or remaining in DHS, and reassignments were effective 7/30/06.  
Proposed changes in physical location for affected employees are being coordinated between DPH staff and DHS-Facilities Management staff, and will be implemented on a phased-in basis. Some staff, for example, DPH Finance staff, will remain located at their present location in Commerce and no change is anticipated. |
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<td>5.</td>
<td>Development/completion of Antelope Valley Rehabilitation Centers (AVRCs) appendix to the DHS/DPH MOU</td>
<td>2/28/06</td>
<td>10/31/06</td>
<td>DPH and DHS (Health Services Administration and ValleyCare Administration) staff continue to meet to discuss program and administrative issues to be addressed in the AVRC appendix to the DHS/DPH MOU. Target for completion of the appendix is 10/31/06. Discussions on DHS/DPH administrative support issues have covered: 1) Management support provided by Olive View Medical Center (OVMC) and High Desert Health System (HDHS), including 24/7 senior management support, transferred to Alcohol and Drug Programs Administration; financial administration; telephone systems; information systems equipment, software and support; pharmacy systems; and plant maintenance. Transfer of these operations is targeted for 12/1/06. In the interim, DHS is continuing to provide support. 2) Human Resources (HR) support, including additional position added to DPH 2006-07 Budget during Supplemental Changes. Recruitment efforts are under way to fill the position; in the interim, DHS is continuing to provide HR support. 3) Ancillary support, including laboratory, radiology and urgent care. Because OVMC/HDHS staff did not previously track AVRC-specific use of these services, baseline data is not available to develop adjustments to the respective budgets. Therefore, DHS and DPH will monitor use for 12 months and budgetary adjustments will be developed for the 2007-08 Final Budget for DPH and DHS. Since these services are currently included in the ValleyCare Network 2006-07 Budget, DHS will continue to provide these services to AVRCs. 4) Other support services, including supplies and purchasing, custodial services and safety police. These services are also currently included in the ValleyCare Network 2006-07 Budget; DHS will continue to provide these services to AVRCs.</td>
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<td>6.</td>
<td>Follow-up ordinance changes</td>
<td>6/7/06</td>
<td>9/15/06</td>
<td>DPH and County Counsel continue to work on additional “clean-up” County ordinance changes, as necessary, to Titles 2, 3, 10, and 11 of the County Code to bring them current with DPH operations, most unrelated to the separation from DHS. The first set of proposed changes, specifically to ordinances regarding DPH and DHS membership on various commissions have been completed and were approved by the Board on 10/3/06. These ordinance changes will appear for adoption on 10/24/06. Completion of the remaining changes is expected to occur by November 2006 and will be submitted for Board consideration in December 2006.</td>
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<td>7.</td>
<td>Completion of issues such as methodology of cost allocations, HIPAA compliance issues, and development of additional MOUs with other County departments</td>
<td>6/7/06</td>
<td>1/30/07</td>
<td>DPH and DHS staff are continuing to discuss allocations of costs related to services provided by one department to the other, including program services, such as tuberculosis services, laboratory services and substance abuse services, and administrative services, such as information systems, library services, facilities management and materials management. Further, discussions continue regarding other shared costs, including space utilization, utilities and warehouse usage, among others. DPH is continuing to review administrative support services which were previously provided via DHS, which DPH may now need to acquire directly from other County Departments. As needed, separate Memoranda of Understanding (MOUs) will be developed with the other County Departments. Regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements, the extent to which DPH and its operations should be designated as a covered health care component under HIPAA is being examined in consultation with County Counsel. That determination is expected by 12/31/06. If necessary, a Board letter will be developed to update the County's designated covered components. In the interim, DPH is continuing to operate under the requirements of the DHS HIPAA compliance plan. DPH is working with County Counsel to draft the MOUs that will be required if DPH is designated as a covered component, so they may be executed quickly. MOUs would be needed with CAO, County Counsel, Auditor-Controller, Treasurer and Tax Collector, and the Internal Services Department. DPH and DHS are continuing to work with County Counsel on reviewing potential issues related to sharing of information now that DPH is a separate department. Currently, there appear to be no changes to DPH and DHS information sharing as a result of the separation.</td>
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<td>8</td>
<td>Finance/Budget Issues:</td>
<td>6/7/06</td>
<td>9/15/06</td>
<td>As part of the Supplemental Changes phase of the 2006-07 budget process, the Board approved, on 9/26/06, the technical adjustments needed to create the separate &quot;roll-up&quot; budgets for DPH and DHS. Adjustments included the reallocation of DHS Health Services Administration overhead charges from DPH to the other DHS budget units. Additional adjustments will be developed consistent with the cost allocation methodologies related to program and administrative services provided by one department to the other and for the allocation of shared costs not identified in time to be included in the Supplemental Changes. These adjustments will be submitted for Board action in a CAO mid-year budget adjustment. The 2006-07 Supplemental Changes included the use of $1.0 million in of the 2005-06 year-end surplus generated by Public Health, which was put into the DHS designation during the 2005-06 year-end closing. The $1.0 million was one-time funding to help offset federal funding reductions in the Office of AIDS Programs and Policy (OAPP) budget. CAO staff are reviewing issues related to projected surpluses and deficits in DHS and DPH budgets and the potential allocation of County funding related to the 2007-08 Proposed Budget.</td>
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<td>9</td>
<td>Final implementation of DPH</td>
<td>7/6/06</td>
<td>12/31/06</td>
<td>The MOU between DHS and DPH was fully executed by 7/6/06. All actions related to the final implementation of DPH (i.e. physical staff reassignments, completion of follow-up ordinance changes) are expected to be completed by 12/31/06. As instructed by the Board, CAO staff are conducting a review of the impact of the separation and identifying any current Public Health responsibilities which should be placed in a different County department. Report to the Board is expected by 12/11/06.</td>
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The next meeting for DMH, DHS, and CAO staff to discuss proposals to establish a reimbursement model for psychiatric services provided by DHS on behalf of DMH is being scheduled for the third week of October. Discussions will take into consideration the funding limitations facing both DHS and DMH and reflected in their respective deficit management plans.

CAO staff are developing the draft MOU between DMH and DHS regarding psychiatric services, including psychiatric emergency services, and the roles and responsibilities of each Department in providing those services. Completion of the MOU is expected by 12/8/06.

CAO and DPH staff are reviewing services provided by DPH related to psychiatric services to determine whether they should be addressed in this MOU, or in standalone agreements.