LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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ROBIN KAY, PH.D.
Acting Director

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 November 1, 2016

LORI GLASGOW
EXECUTIVE OFFICER

November 01, 2016

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

Dear Supervisors:

APPROVAL TO SIGN AND EXECUTE MEMORANDA OF UNDERSTANDING WITH MARTIN LUTHER KING, JR. COMMUNITY HOSPITAL AND OTHER SUITABLE HOSPITALS TO IMPLEMENT A TWO-YEAR PILOT PROGRAM EXTENDING CONDITIONAL AUTHORIZATION TO HOSPITAL STAFF TO INVOLUNTARILY DETAIN PSYCHIATRIC PATIENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval for the Department of Mental Health and the Department of Health Services to sign and execute Memorandum of Understanding governing a two-year pilot program conditionally authorizing qualified emergency department staff to detain psychiatric patients at Martin Luther King, Jr. Community Hospital and other suitable hospitals pursuant to California Welfare and Institutions Code § 5150.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Acting Director of Mental Health (DMH Director), or her designee, and the Director of the Department of Health Services (DHS Director) to sign and execute a Memorandum of Understanding (MOU), substantially similar to Attachment I, with Martin Luther King, Jr. Community Hospital (MLK), governing a two-year pilot program in which qualified emergency department (ED) staff will be conditionally authorized to detain psychiatric patients pursuant to Welfare and Institutions Code (WIC) § 5150. The MOU will be effective when signed, through June 30, 2017, with an optional one-year extension through June 30, 2018.

2. Delegate authority to the DMH Director, or her designee, to sign and execute future memoranda of understanding, substantially similar to Attachment II, with other suitable non-Lanterman-Petris-Short

(LPS) designated hospitals selected by DMH to participate in the pilot program in which qualified ED staff will be conditionally authorized to detain psychiatric patients pursuant to WIC § 5150, subject to review and approval as to form by County Counsel. The MOU will be effective when signed through June 30, 2017, with an optional one-year extension through June 30, 2018. The Director of DMH will notify your Board and the Chief Executive Office (CEO) in writing within 30 days after execution of each MOU.

3. Delegate authority to the DMH Director, or her designee, and the DHS Director as applicable, to make modifications and/or execute amendments to the approved MOU format described in Recommendations No. 1 and No. 2, provided that any such modification or amendment is necessary to improve operational efficiencies or achieve program goals, subject to review and approval by County Counsel and a ten-day written advance notification to your Board and the CEO of such modification and/or amendment.

4. Delegate authority to the DMH Director, or her designee, to extend the two-year pilot and/or transition the pilot to permanent status with MLK or any other qualified hospitals, provided the pilot program proves successful, subject to the Director notifying your Board and the CEO in writing 30 days prior to taking any such action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH and DHS to execute an MOU with MLK and allow DMH to execute an MOU with other suitable hospitals, related to a two-year pilot program whereby designated hospital staff will be authorized to detain psychiatric patients pursuant to WIC § 5150. Board approval of the MOU is necessary because the MOU includes a provision for mutual indemnification requiring the County to indemnify MLK and the other participating hospitals for acts or omissions of DMH and DHS staff related to the MOU. In turn, MLK and the other participating hospitals will indemnify the County for any acts or omissions of its staff. MLK and the Hospital Association of Southern California have requested mutual indemnification, and given the nature of the project, DMH believes it is appropriate to agree to this provision.

Historically, DMH only authorizes professional staff of Lanterman-Petris Short Act (LPS) designated hospitals to involuntarily detain patients. This is because only LPS designated hospitals are authorized to involuntarily evaluate and treat patients. Under this pilot, designated professional staff of non-LPS designated hospital would also be authorized to assess and involuntarily detain individuals in their hospital emergency departments who meet criterial for involuntary detention and transport them to an LPS designated for evaluation and treatment. The goal of this pilot project is to improve access to appropriate levels of care for individuals with mental health needs who are admitted to emergency departments and decrease the time spent waiting for a 5150 evaluation.

The MOU sets forth the parties responsibilities generally concerning care coordination and services; requirements for the hospital to timely transport individuals to an LPS designated facility, and eligibility requirements for hospital staff.

Emergency department staff will be required to complete the LPS Authorization Application/Attestation form and shall have the Form signed by their clinical supervisor and must then submit the Form to the LPS coordinator at DMH , complete a DMH course on WIC § 5150 detention, and successfully pass the DMH examination on WIC § 5150 detention. The non-LPS designated hospital will be required to comply with all applicable DMH LPS designation requirements, timely transport individuals who have been detained to appropriate facilities, and

exercise WIC § 5150 detention authority solely in accordance with the DMH LPS designation guidelines and within the ED of the hospital. Additionally, and only for the MOU with MLK, DHS agrees to accept for transfer from MLK at one of DHS's LPS designated facility individuals who have been detained by MLK in instances in which no other LPS designated facilities are available for evaluation and treatment.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

There is no fiscal impact or net County cost associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

WIC § 5150 authorizes peace officers and other professionals designated by the County to take an individual into custody and transport them to an LPS-designated facility for evaluation and treatment when there is probable cause to believe the person is a danger to self, a danger to others, or gravely disabled as a result of mental health disorder. Historically, DMH has extended LPS authorization only to eligible professional staff in LPS-designated facilities. Non-LPS designated facilities that lack the LPS-authorized clinical staff typically depend on the resources provided by DMH's Psychiatric Mobile Response Teams, which are staffed with professionals authorized to detain individuals under WIC 5150. The purpose of the pilot is to determine if authorizing clinical staff in non-LPS designated facilities to detain individuals admitted to their emergency departments will improve access to appropriate levels of care for such individuals and decrease the time spent waiting in the emergency department for a WIC 5150 evaluation.

The MOU has been reviewed and approved as to form by County Counsel. DMH program administrative staff will monitor the hospital's compliance with the terms and conditions of the MOU.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed actions is anticipated to improve access to appropriate levels of care for individuals with mental health needs who are admitted to the ED and decrease ED waiting times of psychiatric patients awaiting evaluation for involuntary detention.

Respectfully submitted,

Robin Kay, Ph.D

ROBIN KAY, Ph.D.

Acting Director of Mental Health

RK:RS:EG:dkh

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Office
County Counsel
Chairperson, Mental Health Commission

MEMORANDUM OF UNDERSTANDING REGARDING

LANTERMAN PETRIS-SHORT AUTHORIZATION PILOT PROGRAM FOR NON-LANTERMAN PETRIS-SHORT DESIGNATED FACILITIES

BY AND BETWEEN

LOS ANGELES COUNTY- DEPARTMENT OF MENTAL HEALTH,

LOS ANGELES COUNTY – DEPARTMENT OF HEALTH SERVICES

AND

MARTIN LUTHER KING JR COMMUNITY HOSPITAL

This Memorandum of Understanding (MOU) specifies the terms and conditions under which the Los Angeles County Department of Mental Health (DMH), the Los Angeles County Department of Health Services (DHS), and Martin Luther King Jr. Community Hospital (MLK) will implement a two-year pilot program regarding Lanterman Petris-Short (LPS) designation of selected staff assigned to the Emergency Department (ED) at MLK.

WHEREAS, DMH seeks to collaborate with non-LPS designated hospitals to facilitate access to inpatient psychiatric services for patients involuntarily detained in emergency rooms;

WHEREAS, pursuant to Welfare and Institutions Code (WIC) § 5150, County is authorized to designate professional persons who may, upon probable cause, take, or cause to be taken, persons into custody as more fully described in WIC 5150, who, as result of a mental health disorder, are a danger to others, or to themselves, or are gravely disabled;

WHEREAS, DMH, DHS and MLK anticipates that the implementation of this pilot will decrease hospital emergency room waiting time of involuntarily detained psychiatric patients by ensuring the coordination of care of these clients in a more appropriate setting;

NOW, THEREFORE, the parties named in this MOU agree as follows:

I. TERM

This MOU shall commence following County Board of Supervisor's approval upon the signature of the authorized signers on behalf of the parties involved and unless earlier terminated a provided for herein, will continue thereafter for one year. The term of this MOU may be extended upon mutual written agreement of the parties for one additional year, ending on June 30, 2018, . Any termination by either party prior to the end of the term shall be pursuant to section VI TERMINATION of this MOU.

II. PURPOSE AND BACKGROUND

The Los Angeles County Department of Mental Health (DMH) has developed a two-year pilot program that extends conditional DMH authorization to detain individuals pursuant to Welfare and Institutions Code (WIC) 5150 to selected staff assigned to the emergency department of non-LPS designated hospitals. The goal of this pilot program is to facilitate increased access to care and collaboration between DMH, DHS, and MLK and to coordinate the appropriate level of mental health care to psychiatric patients involuntarily admitted to MLK emergency room. In addition, the goal of the pilot is to determine the extent to which this change in authorization practice improves access to appropriate levels of care for individuals with mental health needs who are admitted to the ED or to the hospital inpatient units through the ED, and decrease ED boarding of involuntarily detained psychiatric patients.

DMH seeks to establish this pilot program with MLK as it is a safety net hospital dedicated to treating the medically underserved community within South Los Angeles. MLK is not currently LPS designated. As the safety net hospital for the South Los Angeles area, MLK often provides treatment for individuals who may be a danger to themselves or others that ultimately require care from an LPS designated facility.

III. DEFINITIONS

A. **LPS Qualified Staff:**
Licensed clinical staff of the ED of MLK Hospital identified by the Chief of attending staff and subsequently approved by DMH for LPS authorization. Staff must complete DMH LPS authorization training, successfully pass the DMH exam, and be approved by DMH.

B. **Licensed Emergency Department (ED):**
The section of a hospital ~~a hospital~~ that is licensed to provide 24-hour outpatient emergency medical services and mental health admission evaluation at a Standby, Basic, or Comprehensive level. MLK hospital has a licensed ED.

C. **Non-LPS Designated Facility:**
A health facility that has not been designated by the County and approved by the State Department of Health Care Services as a facility for 72-hour

treatment and evaluation pursuant to WIC § 5150. MLK Hospital is a Non-LPS Designated Facility.

D. **LPS Designated Facility:**
A health facility designated by the County of Los Angeles and approved by the State Department of Health Care Services as a facility for 72-hour treatment and evaluation pursuant to WIC § 5150 and which maintains a current Medi-Cal Fee For Service (FFS) contract with the Los Angeles County Department of Mental Health and has a 24 hours a day, seven days a week mental health admission, evaluation, referral, and treatment capabilities to provide mental health treatment and care to involuntarily detained persons pursuant to WIC § 5151.

E. LPS Designation Guidelines and Processes for Facilities Within Los Angeles County, 7th Edition (Revised February 2016):

Guidelines for all facilities and individuals who are LPS designated in Los Angeles County.

IV. FUNDING, STAFFING, AND EQUIPMENT

This is a non-financial MOU. No amounts are due to either party as a result of this MOU. No charges shall be made and no fiscal exchange shall occur as a result of this MOU.

V. SERVICES AND CARE COORDINATION

A. **DMH Responsibilities:**

1. Provide oversight to assess that MLK exercises WIC § 5150 detention authority in accordance with the DMH LPS Designation Guidelines, as determined by DMH in its sole discretion through case reviews.

2. Provide oversight to assess that eligible staff exercise WIC § 5150 detention authority only within the MLK ED and in accordance with the DMH LPS Designation Guidelines, as determined by DMH in its sole discretion through case reviews.

B. **DHS Responsibilities:**

1. Accept the transfer of individuals detained under WIC § 5150 from MLK HOSPITAL ED to a DHS LPS designated facility when MLK

determines that no other LPS designated facilities are available to accept transfer of the individual.

MLK Hospital Responsibilities:

1. Ensure all LPS Qualified Staff are in good standing with MLK.

2. Ensure that only LPS Qualified Staff detain individuals under WIC 5150.

3. Ensure LPS Qualified Staff:

   a. Complete a DMH application for WIC § 5150 authorization (See Attachment I);

   b. Complete and attest to completion of the DMH course on WIC § 5150 detention;

   c. Successfully pass the DMH examination on WIC § 5150 detention;

   d. Are reauthorized annually upon the anniversary of their initial LPS authorization

4. Conform to all applicable LPS designation requirements contained in the current edition of the LPS Designation Guidelines.

5. Maintain effective clinical, programmatic, and other necessary arrangements with LPS Designated Facilities for timely transport of all individuals detained by the non-designated facility under WIC § 5150 for subsequent 5151 assessment.

5. Maintain a clinically appropriate and safe environment for individuals detained.

6. Comply with DMH reviews of cases, hospital records, and procedures consistent with DMH LPS designation oversight.

6. Secure timely transfer to LPS Designated Facilities for individuals detained in the MLK ED pursuant to WIC § 5150. In instances in which no other LPS designated facilities are available for purposes of transfer

for 5151 evaluation for acute inpatient treatment, the default destination must be an accepting LPS designated DHS facility.

7. Exercise WIC § 5150 detention authority solely in accordance with the DMH LPS Designation Guidelines, as determined by DMH through case reviews.

8. Exercise WIC § 5150 detention authority only within the ED of MLK as it relates to services provided under this MOU.

VI. INDEMNIFICATION

1. MLK (the "Indemnifying Party") shall indemnify, defend and hold harmless the County (the "Indemnified Party") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Indemnifying Party's acts and/or omissions arising from and/or relating to this Agreement.

2. County (the "Indemnifying Party") shall indemnify, defend and hold harmless the County (the "Indemnified Party") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Indemnifying Party's acts and/or omissions arising from and/or relating to this Agreement.

3. Each party agrees to notify the other party upon learning of any accident, incident, claim or lawsuit relating to the services performed by a Party pursuant to this Agreement.

VII. TERMINATION

Any party may terminate this MOU without cause by giving the other party 7 days advance written notification.

At any time DMH may terminate the MOU if DMH determines, in its sole discretion, that one or more episodes of detention have been inconsistent with standards contained in the LPS Designation Guidelines deemed applicable by DMH or the capacity of LPS designated facilities to accept detained individuals for transfer for purposes of 5151 assessment is exceeded.

IN WITNESS HEREOF, the parties hereto have executed this MOU as of the date of the authorized signers below.

_____ (signature) _____ (date)

ROBIN KAY, PH.D.
ACTING DIRECTOR
Los Angeles County-Department of Mental Health
550 S. Vermont Avenue, Fl. 12,
Los Angeles, CA 90020
(213) 738-2891

_____ (signature) _____ (date)

MITCHELL KATZ, M.D
DIRECTOR
Los Angeles County-Department of Health Services
313 N. Figueroa Street
Los Angeles, CA 90012

_____ (signature) _____(date)
_____(name)
_____(title)
Martin Luther King Jr. Community Hospital
(address)
(city/state/zip)

XIII. COMPLETE AGREEMENT

This MOU constitutes the full and complete understanding and agreement of the parties.

XIV. CONCLUSION

The signatures of the above parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective organizations to the terms and conditions set forth in this MOU.

Memorandum of Understanding between Los Angeles County Department of Mental Health and xx Hospital for LPS Designation of staff in a non-LPS Designated Facility

I. PURPOSE

The Los Angeles County Department of Mental Health (DMH) has developed a two-year pilot program that extends Lanterman-Petris Short Act (LPS) designation to detain individuals pursuant to Welfare and Institutions Code (WIC) 5150 to selected staff assigned to the emergency department (ED) of non-LPS designated hospitals. The goal of this pilot program is to facilitate increased access to care and collaboration between DMH, DHS, and selected hospitals and to coordinate the appropriate level of mental health care to psychiatric patients involuntarily admitted to selected hospitals' emergency rooms. In addition, the goal of the pilot is to determine the extent to which this change in authorization practice improves access to appropriate levels of care for individuals with mental health needs who are admitted to the ED or to the hospital inpatient units through the ED, and decrease ED boarding of involuntarily detained psychiatric patients

II. DEFINITIONS

A. **LPS Qualified Staff:** Licensed clinical staff of the emergency department of the non-LPS designated hospital identified by the Chief of attending staff and subsequently approved by DMH for LPS authorization. Staff must complete DMH LPS authorization training, successfully pass the DMH exam, and be approved by DMH.

B. **Licensed Emergency Department (ED):** An ED of hospital that is licensed to provide 24-hour outpatient emergency medical services and mental health admission evaluation at a Standby, Basic, or Comprehensive level.

C. **Non-LPS Designated Facility:** A health facility that has not been designated by the County of Los Angeles and approved by the State Department of Health Care Serves as a facility for 72-hour treatment and evaluation pursuant to WIC 5150.

D. **LPS Designated Eligible Facility** - A health facility designated by the County of Los Angeles and approved by the State Department of Health Care Services as a facility for 72-hour treatment and evaluation pursuant to WIC

Memorandum of Understanding between Los Angeles County Department of Mental Health and xx Hospital for LPS Designation of staff in a non-LPS Designated Facility

5150 and which maintains a current Medi-Cal Fee For Service (FFS) contract with the Los Angeles County Department of Mental Health and has a 24 hour a day, seven day a week mental health admission, evaluation, referral, and treatment capabilities, to provide mental health treatment and care to involuntarily detained persons pursuant WIC 5151.

E. LPS Designation Guidelines and Processes for Facilities Within Los Angeles County, 7th Edition (Revised February 2016):

Guidelines for all facilities and individuals who are LPS designated in Los Angeles County.

F.

III. LPS AUTHORIZATION FOR QUALIFIED STAFF AT NON-DESIGNATED FACILITIES

LPS Qualifying Staff must meet the following requirements in order to obtain LPS authorization:

A. Good standing with the Non-LPS designated facility

B. Completion of a DMH application for WIC 5150 authorization. (See Attachment I)

C. Completion and attestation to completion of the DMH course on WIC 5150 detention.

D. Successfully passing the DMH examination on WIC 5150 detention.

E. To maintain LPS authorization, staff must:

i. Be re reauthorized annually upon the anniversary of their initial LPS authorization.

ii. Conform to all applicable LPS designation requirements contained in the current edition of the LPS Designation Guidelines, and any subsequent revisions.

Memorandum of Understanding between Los Angeles County Department of Mental Health and xx Hospital for LPS Designation of staff in a non-LPS Designated Facility

IV. RESPONSIBILITIES FOR NON-LPS DESIGNATED HOSPITAL

A. Conform to all applicable LPS designation requirements contained in the current edition of the LPS designation guidelines, and any subsequent revisions (which DMH shall provide a copy of within ten (10) calendar days of any such revisions to the non-designated facility participating in this pilot program). Applicable LPS designation guidelines are those guidelines that pertain to the following: Maintaining a clinically appropriate and safe environment for individuals detained.

B. Maintain a clinically appropriate and safe environment for individuals who are detained.

C. Maintain effective clinical, programmatic and other necessary arrangements with LPS designated facilities for timely transport of all individuals detained in the non-designated facility under WIC 5150 for subsequent 5151 assessment.

D. Comply with DMH reviews of cases, hospital records and procedures consistent with DMH LPS designation authority.

B. Secure timely transport to LPS designated facilities for any individual detained pursuant to WIC 5150 by a qualified staff member. Will work collaboratively with DMH in resolving situations in instances in which the facility's responsibility for timely transport of individuals that the facility has detained under WIC 5150 is not met.

C. Identify a supervising emergency department physician who acts as the chief program manager for the pilot.

D. Ensure that assessments are managed and completed by Qualified Staff.

E. Ensure that psychiatrists must be available (live or on-call) for consultation and review as needed. The emergency department LPS Qualified Staff must participate in training equivalent to at least the minimum that is expected of now-current Psychiatric Mobile Response Team (PMRT) staff.

Memorandum of Understanding between Los Angeles County Department of Mental Health and xx Hospital for LPS Designation of staff in a non-LPS Designated Facility

F. Exercise WIC 5150 detention authority solely in accordance with the DMH LPS designation guidelines, as determined by DMH through case review as indicated.

G. Exercise WIC 5150 detention authority only within the ED, or inpatient departments of the hospital for patients admitted through the ED.

H. LPS detention authorization by DMH shall in no way establish obligations beyond existing requirements regarding release from detention of individuals detained under WIC 5150.

V. DMH Responsibilities

A. Monitor number of PMRT calls in the service area of the pilot program.

B. Provide oversight to assess that that the hospital exercises WIC 5150 detention authority in accordance with the DMH LPS Designation Guidelines, as determined by DMH in its sole discretion through case review.

C. Provide oversight to assess that LPS Qualified Staff exercise WIC 5150 detention authority only within the ED, or inpatient departments of the hospital for patients admitted through the ED and in accordance with the DMH LPS Designated Guidelines, as determined by DMH in its sole discretion through care reviews.

D. Review 5150 detentions on a random basis to determine consistency with standards contained in the LPS designation guidelines.

VI. CONFIDENTIALITY

DMH and HOSPITAL agree that the clinical records of both entities are confidential. To the extent permitted by State and Federal laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA), the Welfare and Institutions Code section 5328 et seq., and the California Confidentiality of Medical Information Act (Cal. Civ. Code 56. et seq.), DMH and HOSPITAL may exchange confidential information including names, addresses,

physical and mental health data, family history and the like, as necessary and appropriate for purposes of treatment and care coordination. DMH and HOSPITAL shall comply with all applicable laws pertaining to the privacy and security of such information and shall not re-disclose such information unless permitted or required by law. The obligations in this section shall survive the Agreement's termination or expiration.

VII. GENERAL PROVISIONS

A. Independent Contractor. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between the parties. Notwithstanding scheduling of clients, section, each party shall determine the number of days and hours of work of its employees, agents and sub-contractors and shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, agents and subcontractors.

B. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, other than the parties to this Agreement, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

C. Liability. No party is responsible for the acts of third parties. Each party is responsible for its own acts or omissions and those of its directors, officers, employees and agents.

D. Non-assignment. No party to this Agreement may assign this Agreement, and any rights or obligations, hereunder, whether by written agreement, operation of law or in any manner whatsoever, without the non-assigning party's prior written consent, which consent shall be unreasonably withheld.

E. Amendment. Parties may amend this Agreement from time to time by a written Agreement signed by an authorized representative from each Party.

Memorandum of Understanding between Los Angeles County Department of Mental Health and xx Hospital for LPS Designation of staff in a non-LPS Designated Facility

VIII. INSURANCE AND INDEMINIFCATION

A. Insurance. Each party warrants that it maintains sufficient general liability, auto liability, professional liability and workers' compensation liability coverage for insurance for any claims that may arise with respect to its own acts or omissions arising from the delivery of health services described herein. Such coverage shall be maintained throughout the term of this Agreement, and each party's coverage shall be primary and not contributing with any other insurance or self-insurance programs maintained by the other. Each party, at the request of the other, agrees to provide a certificate of insurance or other acceptable evidence of its coverage to the requesting party.

1. The County, and the HOSPITAL, at their sole option, may satisfy this requirement through a program of self-insurance, commercial insurance, or any combination thereof. The limits of such coverage shall be not less than those listed in Section IX A.2 below.

2. Each party shall maintain general liability insurance (with limits of not less than $1 million each occurrence), auto liability insurance (with limits of not less than $1 million each accident), and workers' compensation insurance (including Employers Liability with limits of not less than $1 million). If the Agency renders medical, mental health or similar professional services, Agency also shall maintain Professional Liability (Errors and Omissions) insurance (with limits of not less than $1 million each claim). Agency also agrees to maintain any other insurance which may be required to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances and directives.

Memorandum of Understanding between Los Angeles County Department of Mental Health and xx Hospital for LPS Designation of staff in a non-LPS Designated Facility

IX. Indemnification. Each party to this agreement shall indemnify, defend and hold harmless the other party from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the indemnifying party's acts and/or omissions arising from and/or relating to the services under this MOU. Each party agrees to notify the other party upon learning of any accident, incident, claim or lawsuit relating to the services performed by any of the parties pursuant to this MOU.

X. TERM

This MOU shall commence following County Board of Supervisor's approval upon the signature of the authorized signers on behalf of the parties involved and will continue thereafter for one year. The term of this MOU may be extended by the parties for up to one additional year, ending no later than June 30, 2018, unless one or more of the involved parties notifies the other parties thirty (30) days in advance of its intent to terminate.

XI. FISCAL PROVISIONS

XII. This is a non-financial MOU. No amounts are due to either party as a result of this MOU. No charges shall be made and no fiscal exchange shall occur as a result of this MOU. **TERMINATION OF CONTRACT**

Any party may terminate this MOU without cause by giving the other party 30 days advance written notification to the other party.

This MOU may be terminated by DMH upon 3 days written notice if:

1. DMH determines in its sole discretion, in good faith, through review or investigation pursuant to DMH LPS designation review powers, that one or more episodes of detention have been inconsistent with standards contained in the LPS Designation Guidelines deemed applicable by DMH or

2. If capacity of LPS designated facilities to accept detained individuals for transfer for purposes of 5151 assessment is exceeded

Memorandum of Understanding between Los Angeles County Department of Mental Health and xx Hospital for LPS Designation of staff in a non-LPS Designated Facility

IN WITNESS HEREOF, the parties hereto have executed this MOU as of this _____ day of _____, 2016.

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	**[insert HOSPITAL name]**
_____	_____
ROBIN KAY, PH.D ACTING DIRECTOR	[insert name and title]
_____	_____
DATE	DATE