COUNTY OF LOS ANGELES

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Director

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DEPARTMENT OF MENTAL HEALTH

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Reply To: (213) 738-4601
Fax: (213) 386-1297

December 28, 2006

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

Dear Supervisors:

APPROVAL OF AMENDMENT TO EXISTING DEPARTMENT OF MENTAL HEALTH AGREEMENT WITH FEE-FOR-SERVICES MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL CONTRACT PROVIDERS TO IMPLEMENT CASE RATE INCREASE FOR FISCAL YEAR 2006-2007
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Mental Health or his designee to prepare, sign, and execute an Amendment and a revised Service Exhibit, substantially similar respectively to Attachments I and II, to Fee-For-Services (FFS) Medi-Cal Psychiatric Inpatient Hospital agreements, increasing the Contract Allowable Rate for those providers participating in the Psychiatric Outreach Diversion Program (PDP). The Amendment will increase the PDP's case rate from $2,500 to $3,300 per eligible admission for Fiscal Year (FY) 2006-2007. The rate increase is fully funded by Psychiatric Emergency Services (PES) net County cost (NCC) that is included in the Department's Adopted Budget for FY 2006-2007.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to FFS Medi-Cal Psychiatric Inpatient Hospital agreements and establish as a new applicable Contract Allowable Rate (CAR) the aggregate of each original Agreement and all amendments, provided that: 1) the County's total payments to contractor under the Agreement for each fiscal year shall not exceed a change of 20 percent from the applicable CAR; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated

sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer or their designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended action will allow the Department of Mental Health (DMH), in collaboration with Department of Health Services (DHS), to continue to address the overcrowding in the County Hospital Psychiatric Emergency Services (PES) through the PDP in accordance with the additional PES Relief Plan approved by your Board on July 19, 2005. The PDP program diverts uninsured individuals determined by DMH Psychiatric Mobile Response Teams (PMRTs) and law enforcement teams to be in need of inpatient mental health services to private psychiatric hospitals through the DHS Medical Alert Center (MAC) and the DMH ACCESS Center.

In July 2005, DMH anticipated utilization of approximately 16 PDP beds at any given time and projected an average length of inpatient stay of three (3) days. However, average length of stay is currently five (5) days. This Amendment increases the PDP case rate from $2,500 to $3,300 per eligible admission for FY 2006-2007 in order to address the increased average length of stay, and requires your Board's approval since it represents a greater than 20 percent increase over the rate previously approved by your Board on July 7, 2005. The Service Exhibit has been revised to include the provision that all inpatient psychiatric beds in participating hospitals will be available for PDP clients in order to ensure increased bed availability for the program.

The PDP case rate increase and revised Service Exhibit will fund approximately 10 beds for uninsured individuals in need of inpatient mental health services at any one time while increasing provider participation and utilization in the program.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan, Goal No.1, "Service Excellence," Goal No. 3, "Organizational Effectiveness," and Goal No. 7, "Health and Mental Health." Board approval will promote the accessibility of essential services to clients of all ages, promote collaboration between DMH and DHS, and enhance workforce and service delivery excellence.

FISCAL IMPACT/FINANCING

There is no increase in NCC.

The Amendment will increase the case rates from $2,500 to $3,300 per eligible admission for FY 2006-2007, while reducing the number of available beds at any one time from approximately 16 to 10. The funding for this rate increase is included in DMH's FY 2006-2007 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the PDP, when all DHS PES facilities are at a predetermined census, DHS MAC diverts DMH's PMRT and law enforcement to participating private hospitals. In addition, DMH ACCESS Center can divert uninsured individuals requiring involuntary hospitalization directly from the community to PDP beds, thereby diverting individuals from the DHS PES when they are at capacity.

General acute hospitals with psychiatric units that have a current FFS Medi-Cal Psychiatric Inpatient Hospital Agreement with DMH, that have Lanterman-Petris-Short (LPS) designation for involuntary treatment, and that have agreed to DMH's terms of participation are eligible to participate in this program. Free-standing hospitals that have a current FFS Medi-Cal Psychiatric Inpatient Hospital Agreement with DMH for persons under 18 or over 65 years of age, that have LPS designation, and that have agreed to DMH's terms of participation are also eligible for the PDP. Further eligibility requirements include agreement to ongoing utilization review by DMH and compliance with established program guidelines. Participating hospitals provide acute and administrative inpatient beds based on a standard negotiated case rate, plus an administrative day rate. The administrative day rate will remain at $239.13. With the increased case rate, this Program will enable DMH to utilize at any given time up to 10 private psychiatric hospital beds strategically located throughout the County.

The proposed actions have been reviewed and approved by the Chief Administrative Office (CAO), and County Counsel has reviewed the proposed action and approved the proposed Amendment as to form.

CONTRACTING PROCESS

The proposed actions will be accomplished through amendments to existing contracts. The PDP will be available to all interested and eligible FFS Medi-Cal and LPS-designated hospital providers.

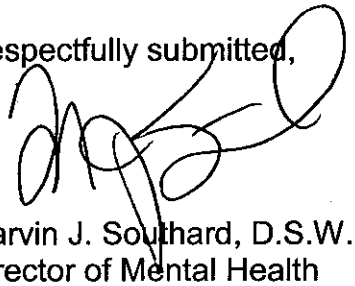
IMPACT ON CURRENT SERVICES

The proposed actions will alleviate the overcrowding in the County's hospitals PES by providing additional inpatient capacity at private hospitals. As such, these resources will enhance the mental health treatment available to those persons requiring emergency and ongoing mental health services in all areas of Los Angeles County.

CONCLUSION

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

Respectfully submitted,



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

MJS:TB:RK:EM

Attachments (2)

c: Chief Administrative Officer
County Counsel
Director, Department of Health Services
Chairperson, Mental Health Commission

ATTACHMENT I

CONTRACT NO. MH-_____

AMENDMENT NO._____

THIS AMENDMENT is made and entered into this ___ day of _____, 2006, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, effective upon the date of Board approval, for Fiscal Year 2006-2007 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, effective upon the date of Board approval, for Fiscal Year 2006-2007, the purpose for this Amendment is to continue a Psychiatric Mobile Response Team (PMRT) Diversion Program (PDP) under the direction of the Department of Health Services (DHS) Medical Alert Center (MAC) and DMH Countywide Resource Management and limited to clients who are uninsured. The PDP is designed to alleviate the overcrowding in the County Hospital Psychiatric Emergency Services (PES) when all PES are operating at capacity by diverting clients to the participating private hospitals; and

WHEREAS, County and Contractor intend to amend the Mental Health Services Contract Fee-For-Services Medi-Cal Psychiatric Inpatient Hospital Services Agreement

to increase the PDP case rate from $2,500 to $3,300 per eligible admission and to add a specific new Service Exhibit B (Psychiatric Inpatient Hospital Services PMRT Diversion Program) that establishes a PDP with a specific case rate.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Increase the PDP case rate from $2,500 to $3,300 per eligible admission.

   Service Exhibit B (Psychiatric Inpatient Hospital Services PMRT Diversion Program) for the PDP, attached hereto and incorporated herein by reference, shall be added to the Agreement.

2. Contractor shall provide services in accordance with Contractor's Fiscal Year 2004-2005 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development
and Administration Division

FFS Inpt. Amend: Addit Beds PMRT

SERVICE EXHIBIT B
PSYCHIATRIC INPATIENT HOSPITAL SERVICES
PMRT DIVERSION PROGRAM
(MODE OF SERVICE 05)

1. STATEMENT OF WORK:

Los Angeles County – Department of Mental Health (LAC-DMH) contracts for Acute Inpatient Hospital Services and Administrative Day Services provided by hospitals certified for Fee-For-Service (FFS) Medi-Cal services and designated under the Lanterman-Petris-Short (LPS) Act to detain, evaluate and provide treatment to Clients pursuant to Welfare and Institutions Code (WIC) Section 5150. The purpose of this Addendum to the FFS Medi-Cal Psychiatric Inpatient Hospital Services Mental Health Services Agreement is to contract with qualified providers for Acute Psychiatric Inpatient Hospital Services and Administrative Day Services for uninsured Clients under the Psychiatric Mobile Response Team (PMRT) Diversion Program (PDP).

2. GENERAL:

Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital Services and Administrative Day Services. Each Contractor facility that renders Psychiatric Inpatient Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, (2) be secure, (3) meet all California Code of Regulations (CCR), Titles 9 and 22 staffing standards for inpatient services, (4) provide a 24-hour psychiatric treatment program, and (5) be eligible, as determined by LAC-DMH, as a facility to detain and treat Clients under WIC Section 5150.

LPS designation is authorized by State law through the Local Mental Health Director (Director). This designation allows facilities to evaluate and treat persons involuntarily detained under the LPS Act. This designation will be granted to those facilities that fully comply with the criteria and process requirements set forth in the "Los Angeles County – Department of Mental Health Designation Guidelines and Process for

Facilities and Staff for Involuntary Evaluation and Treatment of Mentally Disordered Persons."

Psychiatric Inpatient Hospital Services shall not include any services related to alcohol or substance abuse, and these services shall not be reimbursable under this Agreement, except where the services related to alcohol or substance abuse are incidental to a primary diagnosis of mental illness. Where alcohol and drugs and mental illness are dually diagnosed, Psychiatric Inpatient Hospital Services may be reimbursed under this Agreement only if the primary diagnosis is mental illness.

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

Psychiatric Inpatient Hospital Services are generally described in the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by SDMH.

3. PERSONS TO BE SERVED:

A. Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Clients: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the characteristics described in the Contract Package, as approved in writing by Director, and (3) who are referred to Contractor by the Department of Health Services Medical Alert Center (MAC) or DMH Countywide Resource Management (CRM) and brought to Contractor by DMH PMRT.

B. Contractor shall provide Administrative Day Services to those Clients: (1) who are referred to Contractor by the MAC and brought to Contractor by DMH PMRT, (2) who have been provided more than 17 days of Acute Psychiatric Inpatient Hospital

Services, (3) who are on temporary LPS conservatorship, (4) meet medical necessity criteria, and (5) for whom appropriate residential placement has not been secured.

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

4. FINANCIAL PROVISIONS:

Participating hospitals will be compensated with Short/Doyle funds at a pre-determined case rate. PDP funding will be allocated on a monthly basis until the monthly allocation has been fully utilized. Funding not utilized in a given month shall be available in the next month's allocation.

The participating hospital shall be reimbursed during the term of this Agreement for Psychiatric inpatient hospital services provided to clients at a case rate of $3,300 for each eligible admission. The participating hospital shall make all inpatient psychiatric beds available for the PDP. Should the Mental Health Court grant a temporary conservatorship, DMH will reimburse the hospital at an Administrative Day rate of $289.13 per day after the 17th day of hospitalization until an appropriate placement has been obtained. The rate shall cover all services, including, but not limited to, medical ancillaries provided by the hospital, physician services, psychologist services, medications, and transportation.

The hospital shall be entitled to reimbursement only: (1) if the client is referred to the participating hospital by DMH PMRT under the direction of the MAC, (2) if the client is determined to be indigent or if the hospital has obtained a protected Medi-Cal filing date, (3) if admission meets Medi-Cal medical necessity criteria, and (4) if admission is

not a readmission to a psychiatric inpatient service, emergency room, or psychiatric urgent care center within 24-hours of discharge from the participating hospital.

As an express condition precedent to eligibility for reimbursement under this Agreement, the participating hospital shall determine: (1) whether the Psychiatric Inpatient Hospital Services for which the claim is made are covered, in whole or in part, under any other State or Federal medical care program or under any other contractual or legal entitlement, including but not limited to, any private group indemnification or insurance program or workers' compensation and (2) whether the client for whom claim is made have any Medi-Cal Share of Cost for the particular Psychiatric Inpatient Hospital Services. Notwithstanding any other provision of this Agreement, to the extent that any third party coverage and/or Medi-Cal Share of Cost is available, the hospital's reimbursement shall be reduced.

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

6. PERSONNEL/STAFFING:

The minimum ratio of full-time professional personnel/staff to inpatient Clients shall at all times be in conformance with all relevant laws, regulations, rules and LAC-DMH policies and procedures.

In addition, the facility must determine staffing requirements based on assessment of Client needs, as per CCR, Title 22, Sections 70213 and 70215 or 71213 and 71215, as applicable. Contractor(s) shall, upon request, make available for review to the Director or his/her designee documentation of the methodology used in making staffing determinations.

7. PSYCHIATRIC EMERGENCY RESPONSE:

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

8. TEMPORARY ABSENCES OF CLIENTS FROM CONTRACTOR'S FACILITY(IES):

Contractor may be reimbursed within the PDP payment guidelines for the temporary absences of Clients from Contractor's facility(ies) where: (1) the Clients are expected to return to Contractor's facility(ies) and (2) the temporary absences are therapeutically indicated and approved in writing by the Director. Reimbursement for temporary absences shall be claimed by Contractor at the Contract Allowable Rate for Administrative Day Services.

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

9. EMERGENCY MEDICAL TREATMENT:

Clients who are provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's Contracts Development and Administration Division at least ten (10) days prior to the commencement of services under this Agreement.

10. NOTIFICATION OF DEATH:

Contractor shall immediately notify the Director or his designee, upon becoming aware of the death of any Client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the deceased's Integrated System (IS) identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

11. QUALITY ASSURANCE AND IMPROVEMENT:

Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, California Department of Health Services (CDHS) policies and procedures, California Department of Mental Health (CDMH) policies and procedures, and DMH quality improvement and assurance policies and procedures, to establish and maintain a complete and integrated quality improvement system. Contractor shall comply with DMH's quality assurance efforts and specified procedures intended to ensure quality of care. In conformance with these provisions, Contractor shall establish: (1) a utilization review process, (2) an interdisciplinary peer review of the quality of Client care, and (3) monitoring of medication regimens of Clients. Medication monitoring shall be conducted in accordance with County policy. A copy of Contractor's quality improvement system plan shall be available to DMH's Quality and Outcome Bureau for review and written approval prior to Contractor's submission of any claims for services hereunder. The Contractor shall agree to ongoing utilization review by DMH.

12. CLIENT EVALUATION OF CONTRACTOR'S SERVICES:

Contractor shall provide a written questionnaire to certain Clients at the time of admission in accordance with DMH policies and procedures. The questionnaire shall be approved by SDHS and offer the Client the opportunity to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained in Contractor's file for at least four (4) years and shall be made available to authorized

agents of County, State and/or Federal governments.

13. NOTIFICATION OF EVALUATION AND/OR ADMISSION:

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

If the Client is receiving care from LAC-DMH, Contractor's evaluating professional staff must first attempt to obtain information regarding treatment information and the LAC-DMH designated Single Fixed Point of Responsibility (SFPR) from the IS Client Identification Screen, Client, or significant other. If such information cannot be obtained from the IS Client Identification Screen, Client, or significant other, then the evaluating professional staff must contact 1-800-854-7771 to request information regarding the LAC-DMH designated SFPR.

Contractor shall notify the SFPR regarding all PDP acute psychiatric inpatient admissions in conformance with LAC-DMH policies and procedures relative to admission, inpatient care, treatment and discharge planning, and follow-up related to the status of the Client as identified on the IS Client Identification Screen. Failure to notify the SFPR of the admission of an Intensive Service Recipient (ISR) could result in administrative denial of payment.

Contractor will notify the Office of the Public Guardian of the admission of any Clients who are publicly conserved. In the event Beneficiaries are not publicly conserved, as necessary in the opinion of Contractor, Contractor shall evaluate clients regarding their need for conservatorship and will be obligated to pursue conservatorship for qualifying individuals. Contractor shall notify the SFPR and the Office of the Public Guardian in a timely fashion of any Clients who need to be conserved (e.g., on the 10th day of a 14-day hold). Contractor will have responsibility for transporting inpatients to and from conservatorship hearings.

14. CONTRACTOR'S OBLIGATION TO ATTEND/PARTICIPATE IN MEETINGS:

Contractor's appropriately qualified clinical staff shall regularly attend and participate in

all discharge planning meetings/activities involving the Los Angeles County Department of Children and Family Services, Department of Mental Health, and Department of Probation and other meetings DMH determines relevant to the provision of services.

Contractor(s) staff, representing the facility and specifically the Acute Inpatient Psychiatric program, will work collaboratively with Geographic/Service Area Managers to develop a partnership for the purpose of improving continuity and quality of care for Clients.

Contractor shall provide weekly meetings for hospitalized Clients to address the treatment plan, interventions, progress toward goals, and suggested modifications of same, and shall inform and invite the Service Area FFS Liaison and the Client's SFPR to these meetings in order to ensure continuity of care.

15. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:

Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Clients in accordance with Contractor's Package and any addenda thereto, as approved in writing by the Director, for the term of this Agreement.

Acute Psychiatric Inpatient Hospital Services consist of 24-hour intensive service in a facility which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital that provides psychiatric treatment with the specific intent to ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing, and shelter due to a mental disability as determined by qualified mental health professional staff of the facility. Acute Psychiatric Inpatient Hospital Services shall include, but are not limited to:

A. Twenty-four hours a day, seven-days a week mental health admission, evaluation, referral, and treatment services, and all necessary mental health treatment and care required for the entire period the individual is in the facility. (WIC 5152);

B. Services provided in conformance to all provisions in the Welfare and

Institutions Code, Division 5, and accompanying regulations, and Department policies regarding evaluation, treatment, patients' rights, and due process;

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

D. Three balanced and complete meals each day;

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

F. Physical examination and medical history within twenty-four hours of admission;

G. Laboratory services when medically indicated;

H. X-Rays when medically indicated;

I. Electrocardiograms (EKG) and electroencephalograms (EEG) when medically indicated;

J. Medication supervision and/or maintenance program;

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

L. Support to psychological services;

M. Social work services;

N. Nursing services;

O. Recreational therapy services;

P. Occupational therapy services;

Q. Ongoing self-monitoring and analysis of numbers of seclusion and restraint episodes involving the staff on the unit(s), including ensuring staff are apprised of the results of the ongoing monitoring;

R. Contractor shall, as required by the SDMH, provide the Therapeutic Behavioral Services (TBS) notice, and the general Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) informational notice, both prepared by the SDMH pertaining to all children qualified as Medi-Cal beneficiaries under the age of 21 at the time of their emergency psychiatric hospitalization to the adult responsible for the child at the same time such notices are provided to the child being treated by the Contractor. Contractor shall provide written documentation that adult and child received these notices to the Children's System of Care Countywide Services Bureau of the LAC-DMH within three (3) days of any admission;

S. Recommendation for further treatment, conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to Client needs (the form that will be used to convey this aftercare plan will be the LAC-DMH form entitled, AFTERCARE/DISCHARGE PLAN AND RECOMMENDATIONS);

T. For discharge planning, honoring the preference of the Client and/or the parent of a minor, conservator, or legal guardian for the type and location of the desired aftercare facility if administratively feasible and clinically appropriate.

U. For discharge planning, consideration of the proximity of the aftercare facility to the Client's own community, family and support system.

V. Aftercare/discharge plan and procedures:

1) Contractor(s) shall ensure that all Clients have a discharge plan. The LAC-DMH FFS liaison and the SFPR will participate in the development of the discharge plan. Reasonable efforts shall be made to ensure that all Clients have

appropriate housing or residence upon discharge. The plan shall include a specific appointment or time at which Clients are expected to appear at an outpatient site. If the Client has either a private conservator or the Public Guardian as temporary or permanent conservator, the hospital must involve the conservator in the discharge process, give prior notice before discharge and obtain, or document efforts to obtain, the conservator's approval prior to discharge.

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

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

a) Clients requiring care and supervision will only be placed in licensed facilities;

b) Contractor(s) shall implement and administer procedures for ensuring that all referrals to community placements, are clean, safe and, if necessary, supervised environments; and

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

W. At the time of discharge of a Client, submission of a formal written aftercare plan to the SFPR and/or appropriate LAC-DMH program agency responsible for coordinating care for the Client being discharged.

X. Submission of a formal written aftercare plan to the Director or his/her designee, at the time of discharge of the Client.

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

16. PROGRAM ELEMENTS FOR ADMINISTRATIVE DAY SERVICES:

Contractor shall provide Administrative Day Services to Clients in accordance with Contractor's Package and any addenda thereto, as approved in writing by the Director, for the term of this Agreement.

Administrative Day Services consist of 24-hour service for a room in a facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, with less than full psychiatric treatment being provided where the Client is ready for a lower level of psychiatric services. Administrative Day Services are the services necessary to provide room and board after all attempts at providing alternative non-acute psychiatric services have been exhausted and shall apply to a Client awaiting such alternative non-acute psychiatric services. The facility shall implement and document an active placement effort on behalf of each Client each day, excluding Saturdays, Sundays, and County-observed holidays, until such time as the Client is successfully placed or no longer requires additional treatment.

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

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

B. Three (3) balanced and complete meals each day;

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

D. Social work services, including discharge planning and referral;

E. Nursing services;

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

G. At the time of discharge of a Client, submission of a formal written aftercare plan to the SFPR and/or the appropriate LAC-DMH program agency responsible for coordinating care for the Client being discharged.

H. Submission of a formal written aftercare plan to the Director or his/her designee, at the time of discharge of the Client.

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

J. Compliance with DMH's quality assurance efforts intended to ensure quality of care for Clients.