

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH  
EATING DISORDERS SERVICES**

**EXHIBIT F**

**REQUEST FOR STATEMENT OF QUALIFICATIONS  
STATEMENT OF WORK**



**Eating Disorders Services  
Statement of Work (SOW)  
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# STATEMENT OF WORK (SOW)

## INTRODUCTION

The Los Angeles County (LAC or County) Department of Mental Health (DMH or Department), as the Local Mental Health Plan (LMHP), is required to provide, or arrange and pay for, all medically necessary Covered Specialty Mental Health Services, including eating disorders, to Medi-Cal Beneficiaries. Covered Specialty Mental Health Services include psychiatric hospital services as defined in Title 9 section 1810.238 of the California Code of Regulations. The County provides services to Medi-Cal Beneficiaries requiring specialized treatment not immediately available through County hospitals or through facilities operated by or under contract to the LMHP. Such specialized treatment is provided to Medi-Cal Beneficiaries that demonstrate severe illness related to eating disorders (ED) that cannot be managed in a lower level of care, as demonstrated by a failure to improve in response to multiple psychiatric and medical hospitalizations, and intensive outpatient services in coordination with a Medi-Cal Beneficiary's mental health and medical providers.

## **1.0 SCOPE OF WORK**

Contractor shall treat Medi-Cal Beneficiaries that require psychiatric inpatient hospital services and meet applicable criteria set forth in Title 9 section 1820.205 as identified and referred by LACDMH only. LACDMH will authorize a Medi-Cal Beneficiary's admission to the psychiatric facility operated by Contractor as identified in the Master Agreement.

ED services shall be provided by Contractor solely on an as needed basis, and only to those referred by LACDMH. There is no guaranteed number of referrals. There is no guaranteed funding associated with this Master Agreement (MA). Reimbursement will only be made for clients referred by LACDMH with accompanying clinical documentation of care services provided and invoices that substantiate the referral and services provided. Please see Statement of Work (SOW) Exhibit F-3 and SOW Exhibit F-4 for further detail.

Exhibit F-1, SOW Technical Exhibits, describes and defines the array of specialty mental health services to be provided, as well as the admission criteria, intensity of service and the continued stay criteria for the four levels of service directed towards children, adolescents and adults, as shown below:

1. Eating Disorders Acute Inpatient Care Services
2. Eating Disorders Specialized Follow-up Residential Treatment Center
3. Eating Disorders Partial Hospitalization Program
4. Eating Disorders Intensive Outpatient Program (IOP)

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Master Agreement.

### **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Master Agreement and any Work Order executed pursuant to the Master Agreement. The Plan shall be submitted to the LACDMH, upon request, for review. The plan shall include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all safety, health, and services inspections conducted by the Contractor.
  - 3.2.1** Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to LACDMH upon request.

### **4.0 QUALITY ASSURANCE PLAN**

LACDMH will evaluate the Contractor's performance under the Master Agreement and any Work Order executed pursuant to the Master Agreement using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.14, County's Quality Assurance Plan.

#### **4.1 Meetings**

Contractor shall attend any meetings that may be schedule by LACDMH.

#### **4.2 Contract Discrepancy Report (SOW Exhibit F-2)**

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

LACDMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH within 60 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to LACDMH within 60 workdays.

#### **4.3 County Observations**

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

## **5.0 DEFINITIONS**

A list of definitions can be found in Appendix H, Sample Master Agreement, Paragraph 2.

## **6.0 RESPONSIBILITIES**

LACDMH's and the Contractor's responsibilities are as follows:

### **LACDMH**

#### **6.1 Personnel**

LACDMH will administer the Master Agreement pursuant to, Paragraph 6.0, Administration of Contract - LACDMH. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Master Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.1 Amendments.
- 6.1.4 LACDMH shall send pre-authorization forms to the facility via fax.

#### **6.2 Intentionally Omitted**

### **CONTRACTOR**

#### **6.3 Project Manager**

- 6.3.1 Contractor shall provide a Project Manager that shall have full authority to act for Contractor on all administrative matters related to the Master Agreement.
- 6.3.2 Project Manager shall act as a central point of contact with LACDMH.
- 6.3.3 Project Manager shall have a minimum of one year of experience managing programs for Acute Inpatient, Specialized Follow-up Residential Treatment Center, Partial Hospitalization, or Intensive Outpatient ED services for children, adolescents and adults with an ED Diagnosis.

#### **6.4 Personnel**

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 – Background and Security Investigations of the Master Agreement.

## **6.5 Identification Badges**

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 – Contractor’s Staff Identification of the Master Agreement.

## **6.6 Materials and Equipment**

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

## **6.7 Training**

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

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **7.0 INTENTIONALLY OMITTED**

## **8.0 WORK SCHEDULES**

8.1 Contractor shall submit a work schedule for each facility to the County Project Director upon execution of the Master Agreement.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within 10 working days prior to scheduled time for work.

## **9.0 INTENTIONALLY OMITTED**

## **10.0 SPECIFIC WORK REQUIREMENTS**

Eating Disorders services range from acute inpatient programs (in which general medical care is readily available), residential programs, partial hospitalization programs and intensive outpatient care (in which the patient receives general medical treatment, nutrition counseling, and/or individual, group, and family psychotherapy). For complete descriptions of the Admission Criteria, Intensity of Service and Continued Stay criteria for each level of service please refer to Exhibit F-1, SOW Technical Exhibits.

### **10.1 Referrals**

LACDMH will make all referrals to Contractor for the provision of ED services. Referrals will be made on an as needed basis and only when LACDMH deems them necessary. Referrals from LACDMH shall reflect the needs of the Department, client acuity, and placement in the least restrictive, and most

geographically advantageous environment. Self-referrals or referrals from other entities to ED contractors will not be accepted nor reimbursed.

## **10.2 Acute Inpatient Care**

Housed within an acute psychiatric hospital setting, Acute Inpatient Care consists at a minimum of the following services:

- 10.2.1 Multidisciplinary assessment and treatment planning that addresses the beneficiary's nutritional, psychological, social, medical and substance abuse needs;
- 10.2.2 Medical and lab tests, including all relevant follow up;
- 10.2.3 Treatment by a physician seven days per week, including management of psychiatric medication;
- 10.2.4 Skilled nursing services provided by a Registered Nurse or Licensed Vocational Nurse are available 24 hours per day;
- 10.2.5 A Nutritional plan with identified target weight range and plan to achieve a gain of 1 to 2 pounds per week;
- 10.2.6 Care coordination with other clinicians providing treatment to the beneficiary; and
- 10.2.7 Discharge planning includes linkage to aftercare services and the development of an outpatient treatment plan.

## **10.3 Residential Treatment Program**

The Residential Treatment program provides a comprehensive and specialized treatment services facility which furnishes a non-institutional, therapeutic community in which beneficiaries are supported in their efforts to develop, maintain and restore interpersonal and independent living skills and community support systems. These services include an all-inclusive structured treatment and rehabilitation program for beneficiaries with eating disorders diagnoses who require residential level of care, either following acute inpatient care or as an alternative to inpatient admission.

Intensive, structured specialized eating disorders services, provided seven days per week, including the following:

- 10.3.1 Evaluation by physician or equivalent professional within 72 hours of admission and at least once weekly;
- 10.3.2 Physical exam and lab tests done within 72 hours of admission if not done prior to admission;
- 10.3.3 24-hour skilled nursing services available on site to manage medical problems;
- 10.3.4 Within seven days of admission, an individualized treatment plan shall be completed, addressing nutritional, psychological, social, medical and substance abuse needs.

Treatment planning shall be consistent with the Medi-Cal Beneficiary's language, cognitive, speech and hearing abilities. The majority of treatment will be provided within the community setting. Treatment includes the following, at least once per day with each session lasting 60 to 90 minutes:

- 10.3.5 Community milieu group therapy;
- 10.3.6 Group psychotherapy;
- 10.3.7 Activity group therapy;
- 10.3.8 Once weekly individual therapy with a licensed provider;
- 10.3.9 Family supports identified and contacted for clients as follows: For adults, there should be, at least, weekly participation and, at least twice weekly participation for children and adolescents;
- 10.3.10 Care Coordination with other clinicians providing treatment; and
- 10.3.11 Discharge planning, including linkage to aftercare services, and development of an outpatient treatment plan.

#### **10.4 Partial Hospitalization Program (PHP)**

The Partial Hospitalization Program provides a structured multi-disciplinary treatment program as an alternative to acute inpatient and residential levels of care to allow beneficiaries to continue their recovery and avoid placement in a more restrictive setting.

PHP Program elements include the following:

- 10.4.1 Multidisciplinary treatment provided at least six hours per day, five days per week;
- 10.4.2 Treatment is individualized and not determined by the programmatic period;
- 10.4.3 Evaluation by physician upon admission with weekly visits or, if transferring from another intensive level of care those evaluations are obtained; and
- 10.4.4 Evaluation of substance use.

Treatment recommendations from these evaluations are integrated into the treatment plan. The treatment plan includes:

- 10.4.5 Targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors;
- 10.4.6 Nutritional assessment completed upon admission, with specific dietary intake and target weight goals;
- 10.4.7 Weekly measurement of weight, charting of calorie intake and percentage of dietary intake goals;
- 10.4.8 Community supports are identified;
- 10.4.9 Weekly family therapy for children and adolescents, with family members involved in groups and educational programs;
- 10.4.10 Care Coordination with other clinicians; and



- 10.4.11 Discharge planning, including linkage to aftercare services, and the development of an outpatient treatment plan.

## **10.5 Intensive Outpatient Program (IOP)**

Provided within a community setting, the Intensive Outpatient Program consists of service provided by licensed clinicians for a minimum of three hours per day and three days per week as follows:

- 10.5.1 Evaluation by a physician is completed upon admission along with weekly visits;
- 10.5.2 Evaluation of substance use;
- 10.5.3 The treatment plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors;
- 10.5.4 The nutritional assessment includes specific dietary intake and target weight goals;
- 10.5.5 Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals;
- 10.5.6 Weekly family therapy for children and adolescents, with family members involved in group sessions; and
- 10.5.7 Care Coordination with other clinicians. Discharge planning, including linkage to aftercare services.

## **11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify LACDMH of Contractor’s new green initiatives prior to commencement of the Master Agreement.

## **12.0 PERFORMANCE REQUIREMENTS**

The Performance Requirements delineating required services that will be monitored by the LACDMH during the term of this Master Agreement are listed with each of the SOW Technical Exhibits 1 through 4 and serve as an important monitoring tool for the County.

All listings of services used as Performance Requirements are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW, the meaning apparent in the SOW and all Technical Exhibits will prevail.

# **SOW Exhibit F-1**

## **Statement of Work Technical Exhibits**

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**PART 1 - EATING DISORDERS ACUTE INPATIENT CARE SERVICES**

**PART 2 - EATING DISORDERS SPECIALIZED FOLLOW-UP RESIDENTIAL TREATMENT CENTER (RTC)**

**PART 3 - EATING DISORDERS PARTIAL HOSPITALIZATION PROGRAM (PHP)**

**PART 4 - EATING DISORDERS INTENSIVE OUTPATIENT PROGRAM (IOP)**

## PART 1 - EATING DISORDERS ACUTE INPATIENT CARE SERVICES

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

### A. ADMISSION CRITERIA (*Co-morbid disorders may influence Level of Care*)

#### SEVERITY OF ILLNESS (SI)

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.

*Must have one of 1-3 and both 4 and 5 to qualify:*

1. Medical Complications attributable to the eating disorder, which typically include the following:
  - a. Vital Sign abnormalities: For adults, pulse rate <40, orthostatic pulse change >20, blood pressure <90/60, orthostatic bp change >10-20, temp <96-97 F. For children/adolescents, pulse rate <50 daytime, 45 nighttime, orthostatic pulse change >20, blood pressure <80/50, orthostatic bp change >10-20 and temp <96-97 F.
  - b. Electrolyte abnormalities, including hypokalemia or hypophosphatemia.
  - c. Cardiac compromise, including dysrhythmias or prolonged QTc.
  - d. Organ damage requiring treatment, including renal, hepatic, GI or cardiovascular.
  - e. Acute dehydration as shown by physical and lab findings requiring medical rehydration.
2. For Anorexia Nervosa, Body Mass Index (BMI) <15 or < 75% of individually estimated ideal body weight range, or, rapid weight loss combined with active refusal to eat on a trajectory showing that this BMI or weight will occur within a few days.  
For Bulimia Nervosa or Eating Disorder NOS medical abnormalities (see SI 1) must be demonstrated and can be safely treated in a psychiatric unit and do not require intensity of a medical unit.
3. Severe eating disorder comorbid with psychiatric symptoms that would in themselves require inpatient treatment, such as suicidal ideation with intent or a feasible plan or other conditions that would meet Inpatient Psychiatric Severity of Illness criteria (if other Eating Disorder Inpatient criteria not met, Inpatient Psychiatric service should be used).
4. Worsening symptoms and behaviors despite current treatment in a structured outpatient ED service (IOP or PHP, or 2-3 times a week OP treatment involving an ED BH clinician, nutritionist and a qualified physician where intensive services not geographically available) with the likelihood that Inpatient treatment will result in improvement— this criterion not necessary if the Medi-Cal Beneficiary is actively resistant to treatment, actively uncooperative and/or has severely impaired insight and does not recognize any need for treatment.
5. Supervision required during and after all meals and in the evening to prevent restricting or excessive exercising/purging behaviors; for children/adolescents, family not able to supervise due to severe conflict or treatment resistance.

**B. INTENSITY OF SERVICE (IS) Daily rate: \$1,500.00**

*Must have all of the following services provided to the Medi-Cal Beneficiary*

1. Multidisciplinary assessment with a treatment plan which addresses nutritional, psychological, social, medical, and substance abuse needs.
2. Relevant medical tests including lab tests (electrolytes, chemistry, CBC, thyroid) and ECG done on admission and follow up tests done if any abnormality requiring intervention.
3. Documentation of treatment by a qualified physician seven (7) days a week, including management of psychiatric medication if indicated, or documentation as to why not used if indicated.
4. Individual therapy by a licensed provider at least once per week, family therapy by a licensed provider at least once per week for adults and twice per week for children/adolescents (unless contraindicated, with documentation for the reason).
5. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
6. Nutritional plan with target weight range and refeeding plan to achieve gain of 1-2 pounds per week (if low body weight is reason for admission).
7. 24-hour skilled nursing (by either an RN or LVN/LPN).
8. Discharge plan with recommended aftercare including coordination with outpatient treatment team or development of an outpatient treatment plan if not already present.

**C. CONTINUED STAY CRITERIA (CS)**

*Must continue to meet "SI/IS" Criteria and have 1 or 2 and 3-5 to qualify:*

1. Progress in treatment is documented including: weight gain, increasing adherence with meal plan, medical stabilization, stabilization of acute psychiatric symptoms, cooperation with discharge planning; for treatment of low body weight with medical instability complicated by need for involuntary treatment, very poor insight and motivation or active treatment resistance and poor family/social support, level of weight gain may need to surpass admission criteria and reach a level that is consistent with medical and physical indications of malnutrition having stabilized and weight/BMI in low normal range.
2. Lack of progress or persistent symptoms/behaviors have resulted in changes to the treatment plan to address treatment resistance that has a likelihood of achieving progress.
3. The Medi-Cal Beneficiary is cooperative and responsive to treatment or treatment team has taken steps to treat involuntarily including petition for medical conservatorship, medication hearing or involuntary hospitalization.
4. For children/adolescents or dependent adults, family is actively involved in treatment and responsive to treatment recommendations.
5. For Medi-Cal Beneficiary's with chronic, persistent Eating Disorders where normal weight range or absence of binge/purge or non-purge bulimic symptoms has not been present for over one (1) year, the Medi-Cal Beneficiary is not at a level of control and stability consistent with their usual/baseline condition.

**D. LICENSURE REQUIREMENTS**

The Acute Inpatient Care Services program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Care Services must be approved by DMH.

## PART 2 - EATING DISORDERS SPECIALIZED FOLLOW-UP RESIDENTIAL TREATMENT CENTER (RTC)

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA <i>(Co-morbid disorders may influence Level of Care)</i>
SEVERITY OF ILLNESS (SI)
<p>Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.</p> <p><i>Must have all of the following to qualify:</i></p> <ol style="list-style-type: none"> <li>1. If Anorexia Nervosa and weight restoration is goal, BMI between 15-18 or weight between 75%-85% of estimated ideal weight range and no signs or symptoms of acute medical instability that would require daily physician evaluation.</li> <li>2. Comorbid psychiatric disorders are controlled or stable enough for the primary focus of treatment to be the eating disorder.</li> <li>3. For Anorexia Nervosa, continued restricting and purging is leading to weight loss that is likely to lead to medical instability and need for inpatient treatment despite receiving structured outpatient ED treatment (IOP or PHP, or 2-3 times a week OP treatment involving an ED BH clinician, nutritionist and a qualified physician where intensive services not geographically available) with the likelihood that residential treatment will result in improvement; for Bulimia Nervosa, continued purging or excessive exercising is likely to cause medical instability or dehydration that would need inpatient treatment despite receiving the same level of outpatient treatment described above; or for either condition, the Medi-Cal Beneficiary has had multiple inpatient admissions within the past six (6) months with a failure to stabilize with outpatient aftercare.</li> <li>4. Significant functional disruption from usual/baseline status in at least two domains (school/work, family, activities, ADL's) related to the eating disorder.</li> <li>5. Based on past treatment history, usual level of functioning and comorbid psychiatric disorders, there is a reasonable expectation that the Medi-Cal Beneficiary will benefit from this level of care.</li> <li>6. Living environment and support are characterized by either significant deficits or significant conflict or problems that would undermine goals of treatment such that treatment at a lower level of care is unlikely to be successful, and this can potentially be improved with treatment.</li> </ol>

**B. INTENSITY OF SERVICE (IS) Daily Rate: \$1,275.00**

*Must have all of the following services provided to the Medi-Cal Beneficiary:*

1. Evaluation by a qualified physician or equivalent professional within 72 hours of admission and at least once weekly visits documented.
2. Physical exam and lab tests done within 72 hours if not done prior to admission, and 24 hour on site nursing and medical availability to manage medical problems if risk for medical instability identified as a reason for admission to this level of care.
3. Programming provided will be consistent with the Medi-Cal Beneficiary language, cognitive, speech and/or hearing abilities.
4. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
5. Within seven (7) days, an individualized problem focused treatment plan completed, including nutritional, psychological, social, medical and substance abuse needs to be developed based on a complex biopsychosocial evaluation, and this needs to be reviewed at least once a week for progress.
6. Treatment would include the following at least once per day and each lasting 60-90 minutes: community/milieu group therapy, group psychotherapy and activity group therapy plus at least once weekly individual therapy with a properly licensed provider.
7. Family supports identified and contacted within 72 hours and family/primary support person participation at least weekly for adults, twice weekly for children and adolescents, unless contraindicated.
8. Discharge planning initiated within one (1) week of admission including identification of community/family resources, connection or re-establishment of connection to an outpatient treatment team and coordination with that team.
9. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary's will be prepared to receive the majority of their treatment in a community setting.

**C. CONTINUED STAY CRITERIA (CS)**

*Must continue to meet "SI/IS" Criteria and have the following to qualify:*

1. If low bodyweight a reason for admission, target weight for safe treatment on an outpatient basis listed and weight gain of 1-2 pounds per week documented.
2. Progress toward treatment goals is documented as shown by motivation on the part of the Medi-Cal Beneficiary and family, adherence to treatment recommendations including weight gain and acceptance of recommended dietary caloric intake if low body weight was a reason for admission and control of bingeing and purging or non-purging bulimic symptoms, but treatment goals that would allow continued treatment at a lower level of care have not been achieved; if progress not achieved than the treatment plan has been adjusted in a manner that is likely to achieve progress toward meeting treatment goals or treatment goals have been adjusted.

**D. LICENSURE REQUIREMENTS**

The Specialized Follow-Up Residential Treatment Center program must possess:

1. Congregate Living Health Facility license issued by the State of California Department of Public Health.
2. Other License issued by the State Department of Health Care Services must be approved by DMH.

### **PART 3 - EATING DISORDERS PARTIAL HOSPITALIZATION PROGRAM (PHP)**

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

#### **A. ADMISSION CRITERIA** *(Co-morbid disorders may influence Level of Care)*

##### **SEVERITY OF ILLNESS (SI)**

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.

*Must have all of the following to qualify:*

1. Eating disorder behaviors and body weight are at levels where acute medical intervention is not needed, but without at least six (6) hour daily structured treatment at least five (5) days a week the Medi-Cal Beneficiary is likely to regress to needing a higher level of care.
2. Motivation, self-care skills and recognition of a need for treatment are sufficient for the Medi-Cal Beneficiary to reduce eating disorder behaviors and/or gain weight with outpatient treatment, but has not achieved progress with IOP or outpatient treatment at a twice weekly frequency.
3. If anorexic, restricting and if anorexic or bulimic, bingeing and purging or non-purging behaviors are present for at least three (3) hours every day and are causing significant functional impairment in at least two domains (work/school, family relations, activities).
4. The Medi-Cal Beneficiary has adequate support in their living environment and has access to this level of care.
5. Comorbid psychiatric conditions are stable enough for outpatient treatment and appropriate treatment is being provided to maintain this stability and is not the primary focus of treatment.

**B. INTENSITY OF SERVICE (IS) Daily Rate: \$825.00**

*Must have all of the following services provided to the Medi-Cal Beneficiary:*

1. Multidisciplinary treatment provided at least six (6) hours daily/ five (5) days a week.
2. A nutritional assessment is done on admission and if low body weight is a reason for admission then specific dietary intake and target weight goals are identified, with once weekly measurement of weight and daily charting of calorie intake/percentage of dietary intake goals.
3. A treatment plan includes targets of cognitive behavioral skills for controlling restricting for Medi-Cal Beneficiary's with anorexia, which may include supervised meals, and controlling bingeing, purging and non-purging behaviors for Medi-Cal Beneficiary's with anorexia and bulimia, and progress in gaining and utilizing skills is documented.
4. Evaluation by a qualified physician done upon admission and at least weekly visits are documented.
5. Medical and substance use evaluations are either done on admission or if transferring from another intensive level of care, those evaluations are obtained and recommended interventions incorporated into the treatment plan and appropriate interventions are documented as needed.
6. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
7. Community supports and resources are identified and the treatment plan includes developing or increasing their use.
8. Family therapy is provided at least once per week for children/adolescents and dependent adults and involvement of family members in groups and educational programs is documented (unless contraindicated).
9. Discharge planning including either development of a new outpatient treatment team or coordination with the existing team.
10. The Medi-Cal Beneficiary resides in a community setting while receiving partial hospitalization services and is not in a 24-hour residential treatment setting. Hours outside of the program are not supervised by any program staff members.
11. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary's will be prepared to receive the majority of their treatment in a community setting.

**C. CONTINUED STAY CRITERIA (CS)**

*Must continue to meet "SI/IS" Criteria and have the following to qualify:*

1. Progress is documented but treatment goals have not been reached and continued progress and benefit from treatment is likely as shown by the Medi-Cal Beneficiary's and family's participation, attendance and evidence of motivation and acceptance of treatment recommendations, and if progress is not being achieved then the treatment plan is being adjusted in such a manner as to likely achieve progress or treatment goals are adjusted that are likely to be achieved.

**D. LICENSURE REQUIREMENTS**

The Partial Hospitalization Program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Services must be approved by DMH.



## PART 4 - EATING DISORDERS INTENSIVE OUTPATIENT PROGRAM (IOP)

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

### **A. ADMISSION CRITERIA** *(Co-morbid disorders may influence Level of Care)*

#### **SEVERITY OF ILLNESS (SI)**

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms.

*Must have all of the following to qualify:*

1. Eating disorder behaviors and body weight are at levels where acute medical intervention is not needed, but without three (3) hour daily structured treatment at least three (3) days a week the Medi-Cal Beneficiary is likely to regress or return to needing a higher level of care.
2. Motivation, self-care skills and recognition of a need for treatment are sufficient for the Medi-Cal Beneficiary to reduce eating disorder behaviors and/or gain weight with outpatient treatment, but has not achieved progress with outpatient treatment up to twice weekly.
3. The Medi-Cal Beneficiary has adequate support in their living environment and has access to this level of care.
4. Comorbid psychiatric conditions are stable enough for outpatient treatment and appropriate treatment is being provided to maintain this stability and is not the primary focus of treatment.

**B. INTENSITY OF SERVICE (IS) Daily Rate: \$540.00**

*Must have all of the following services provided to the Medi-Cal Beneficiary:*

1. Services are provided by appropriately licensed clinicians for a minimum of three (3) hours/ three (3) days per week.
2. A nutritional assessment is done on admission and if low body weight is a reason for admission then specific dietary intake and target weight goals are identified, with once weekly measurement of weight and daily charting of calorie intake/percentage of dietary intake goals.
3. A treatment plan includes targets of cognitive behavioral skills for controlling restricting for Medi-Cal Beneficiary's with anorexia, which may include supervised meals, and controlling bingeing, purging and non-purging behaviors for Medi-Cal Beneficiary's with anorexia and bulimia, and progress in gaining and utilizing skills is documented.
4. Medical, psychiatric and substance use evaluations are either done on admission or if transferring from another intensive level of care, those evaluations are obtained and recommended interventions incorporated into the treatment plan and appropriate interventions are documented as needed.
5. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medical Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
6. Community supports and resources are identified and the treatment plan includes developing or increasing their use.
7. Family therapy is provided at least once per week for children/adolescents and dependent adults and involvement of family members in groups and educational programs is documented (unless contraindicated).
8. Discharge planning including either development of a new outpatient treatment team or coordination with the existing team.
9. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary will be prepared to receive the majority of their treatment in a community setting.
10. The Medi-Cal Beneficiary resides in a community setting while receiving partial hospitalization services and is not in a 24-hour residential treatment setting.

**C. CONTINUED STAY CRITERIA (CS)**

*Must continue to meet "SI/IS" Criteria and have the following to qualify:*

Benefit from treatment is likely as shown by the Medi-Cal Beneficiary's and family's participation, attendance and evidence of motivation and acceptance of treatment recommendations, and if progress is not being achieved then the treatment plan is being modified in such a manner as to likely achieve progress.

**D. LICENSURE REQUIREMENTS**

The Intensive Outpatient Program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Care Services must be approved by DMH.

**CONTRACT DISCREPANCY REPORT****TO:****FROM:****DATES:****Prepared:****Returned by Contractor:****Action Completed:****DISCREPANCY PROBLEMS:**\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY ACTIONS:****CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date

Contractor Representative's Signature and Date

## **Eating Disorders Services Master Agreement Billing Procedures**

This Master Agreement is subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may affect the provisions or funding of this Master Agreement. This Master Agreement is also be subject to any additional restrictions, limitations, or conditions imposed by the federal government, which may affect the provisions or funding for this Master Agreement.

The Department will pay Contractor for eligible services provided under this Master Agreement and in accordance with the terms and conditions of these billing procedures.

- 1.0** As an express condition precedent to Contractor's eligibility for reimbursement under this Master Agreement, Contractor shall:
  - 1.1** Follow all LACDMH Provider Manual, Provider Alert procedures and other instructions from the Department.
  - 1.2** Obtain pre-authorization from the Department for client admission to eating disorders services on a weekly or, as needed, basis.
  - 1.3** Submitting correct and complete documentation within time line required in the Provider Manual.
  - 1.4** Follow all Integrated Behavioral Health Information System (IBHIS) Provider Connect User Manual and Provider Alert procedures. This shall include but are not limited to searching through IBHIS Provider Connect for existing unique client, creating admission episode and diagnosis, creating new unique client profile and other new requirements. Contractor's IBHIS admission entries will be returned to the contractor to have the IBHIS Provider Connect errors fixed via Heat Ticket. IBHIS Provider Connect errors shall include but are not limited to duplicate client creation, wrong admit date, wrong discharge date, wrong number of days requested, wrong Date of birth, wrong CIN number, wrong gender and others.
- 2.0** Invoices: Contractor shall submit claims on the Exhibit F-4, Invoice Form, for reimbursement by the 15<sup>th</sup> day of the following month after the month of service. A copy of the Invoice is attached for reference. The Contractor shall subtract any Share Of Cost received from the Contractor's reimbursement amount.
- 3.0** Recovery of Overpayments: When an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor has been overpaid under any Work Order executed pursuant to this Master Agreement, the overpayment shall be due by Contractor to County.
  - 3.1** For federal audit exceptions, federal audit appeal processes shall be followed. County recovery of federal overpayment shall be made in accordance with all applicable federal laws, regulations, manuals, guidelines, and directives.

- 3.2 For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within 60 days of the date of the applicable audit report or other determination of overpayment. If State recovers the overpayment from County before the end of such 60 days, then County shall immediately recover the overpayment from Contractor. Within 10 days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed 60 days. If Contractor does not so notify County within 10 days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by the Director of Mental Health (Director), or his designee, shall be immediately due and payable. The Contractor shall respond to the County's request within 30 days of the letter that includes information on the amount and date paid to the indigent client.
- 4.0 Contractor Appeal Procedures: Contractor shall appeal the processing or payment of any of its claims for Eating Disorder Services or the denial of any request for reimbursement of Eating Disorder.
- 5.0 County Audit Settlements: If, at any time during the term of this Master Agreement or at any time after the expiration or termination of this Master Agreement, authorized representatives of County conduct an audit or review regarding the Eating Disorders Services provided hereunder and if such audit or review finds that the dollar liability of County and/or federal governments for such services is less than the payments made by County to Contractor, then the difference shall be due by Contractor to County. Within 30 days after written notification by County to Contractor of any such difference due by Contractor to County, Contractor shall pay County by one cash payment.
- 5.1 Interest Charges on Delinquent Payments: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under any Work Order Executed pursuant to this Master Agreement within 60 days after the due date, as determined by Director, then Director, in Director's sole discretion and after written notice to Contractor, shall assess interest charges as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first (61<sup>st</sup>) day after the due date. The interest charges shall be paid by Contractor to County by cash payment upon demand.
- 6.0 Limitation of County's Obligation Due to Non-Appropriation of Funds: Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in County's Budget for each such fiscal year.
- 7.0 Suspension of Payments: Payments to Contractor under this Master Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Master Agreement. Except in cases of alleged fraud or similar

intentional wrongdoing, at least 30 calendar days' notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, contractor shall, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

**8.0** County's Obligation for Current and Future Fiscal Years: Notwithstanding any other provision of this Master Agreement, this Master Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

**9.0** County's Claims Processing Information System:

- 9.1 Contractor shall participate in the County's Processing Information System as required by Director or the Director's designee. Contractor shall report to County, all program, beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, Hospital Provider Manual, Provider Alerts and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each Fiscal Year in which the services were provided.
- 9.2 Notwithstanding any other provision of this Master Agreement, only those services preauthorized by DMH shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's Claims Processing Information System is accurate and complete. Contractor has responsibility to review all provider reports and to report any discrepancies to County's Claims Processing Information System representatives. Admission data must be entered by Contractor into the County's Claims Processing Information System within 24 hours of the time of admission.
- 9.3 After the close of the monthly County's Claims Processing Information System reporting period, no data and information relating to services for that month may be added without the written approval of Director or the Director's designee.
- 9.4 There may be good reasons that prevent Contractor from entering into the County's Claims Processing Information System all data and information documenting days of service before the close of a particular month. If, after the close of the monthly County's Claims Processing Information System reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor from timely entering such particular data and information into County's Claims Processing and Information System. Director or the Director's

designee may, at their sole discretion, approve in writing Contractor's request to enter the data and information into the County's Claims Processing Information System. Notwithstanding any other provision of this Master Agreement, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's Claims Processing Information System.

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

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
**Eating Disorder Invoice**

Exhibit F-4

Provider Name: \_\_\_\_\_  
Claim Month/Year: \_\_\_\_\_ 2021

**MAKE CHECK PAYABLE TO:  
ADDRESS:**

MONTH/YEAR OF CHARGE:

No.	CLIENT'S NAME	MIS #	Social Security #	Date Admitted	Svc From	Svc Thru	Level of Care	Days Pre-Authorized	Reimbursement Rate	Gross Claim	Less: Share of Cost	Net Claim
							Acute		\$ 1,500.00	\$ -	0.00	\$ -
							Residential		\$ 1,275.00	\$ -		\$ -
							PHP		\$ 825.00	\$ -		\$ -
							IOP		\$ 540.00	\$ -		\$ -
									\$ -	\$ -		\$ -
									\$ -	\$ -		\$ -
	Total							0		-	0.00	-

I hereby certify that the clients listed above were cared for in the above named facility for the periods stated.

Name of the Contractor Staff: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_  
Administrator/Operator Facility Date

I hereby certify that, to the best of my knowledge, the above statement is correct in accordance with the law.

Name and Title: \_\_\_\_\_ (Print or Type Name) \_\_\_\_\_ Approval Signature  
\_\_\_\_\_  
(Print or Type Title) \_\_\_\_\_ Facility Name/Provider # \_\_\_\_\_ Date

**DMH Approval**

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Name Title

Note: PHP (Partial Hospitalization Program)  
IOP (Intensive Outpatient Program)



## GLOSSARY OF TERMS AND ACRONYMS

**Acute Inpatient Care:** Multidisciplinary assessment and Treatment (Tx) plan addressing nutritional, psychological, social, medical and substance abuse needs. Medical and lab tests, including follow up. Treatment by physician 7 days a week, including management of psychiatric medication. Twenty-four hour skilled nursing services provided by RN or LVN. Nutritional plan with identified target weight range and plan to achieve gain of 1 to 2 pounds weekly. Care coordination with other clinicians providing treatment to beneficiary. Discharge planning includes linkage to aftercare services and development of an outpatient treatment plan.

**Co-occurring disorders:** Substance use disorder, or other physical or developmental disorders as described in the American for Disabilities Act (ADA) in conjunction with a mental health diagnosis.

**Contract Providers:** Community based providers with LACDMH contracts for the delivery of mental health services and supports. Contract providers offer services throughout the county, and for all ages.

**Cultural Competency:** The practice of continuous self-assessment and community awareness by service providers to ensure specific needs regarding linguistic, socioeconomic, educational, spiritual and ethnic experiences of consumers and their families/support systems relative to their care.

**DMH:** Department of Mental Health, County of Los Angeles.

**Family members:** Includes any person who is in a familial or close personal relationship with someone who has behavioral health issues; including but not limited to: parents, siblings, relatives, other caregivers, and others.

**HIPAA:** The Health Insurance Portability and Accountability Act (HIPAA) was enacted by the U.S. Congress in 1996. Title II of HIPAA defines numerous offenses relating to health care, and sets civil and criminal penalties for violations thereof. It also creates several programs to control fraud and abuse within the health care system. The most significant provisions of Title II are its Administrative Simplification rules. Title II requires the Department of Health and Human Services (HHS) to draft rules aimed at increasing the efficiency of the health care system by creating standards for the use and dissemination of health care information.

**Inpatient Settings:** A locked setting, such as Hospitals and Institutes for Mental Disease (IMD), wherein mental health services are provided.

**Intensive Outpatient Program (IOP):** Service provided by appropriately licensed clinicians for a minimum of 3 hours, 3 days per week. Evaluation by physician is completed upon admission along with weekly visits. Substance use evaluation. TX plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors. Nutritional assessment, with specific dietary intake and target weight goals. Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals. Weekly Family Therapy for children/adolescents, family members involved in groups. Care Coordination with other clinicians. Discharge (D/C) plan includes linkage to aftercare services.

**Legal Entity:** The legal organizational structure under California law.

**Master Agreement List:** List of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), have met the minimum qualifications listed in the RFSQ, and have an executed Master Agreement.

**Partial Hospitalization Program (PHP):** Includes multidisciplinary treatment provided at least 6 hours a day, five days a week. Treatment is individualized and not determined by programmatic period. Evaluation by physician upon admission with weekly visits or if transferring from another intensive level of care those evaluations are obtained. Substance use evaluation. Treatment recommendations from these evaluations are integrated into the TX plan. TX plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors. Nutritional assessment completed upon admission, with specific dietary intake and target weight goals. Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals. Community supports identified as a part of TX plan. Weekly Family therapy for children/adolescents, family members involved in groups and educational programs. Care Coordination with other clinicians. D/C plan includes linkage to aftercare services, development of outpatient TX plan.

**Protected Health Information (PHI):** Any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record, or payment history.

**Public Mental Health System:** When used in this document, the phrase *public mental health system* is defined as the County of Los Angeles, Department of Mental Health and its contracted service providers.

**Recovery Model:** A goal of mental health care in which consumer care is individualized, self-directed and strength based.

**Residential Treatment Center (RTC):** Includes evaluation by physician or equivalent professional within 72 hours of admission and at least once weekly. Physical exam and lab tests done within 72 hours if not done prior to admission. 24-hour skilled nursing services available on site to manage medical problems. Within 7 days an individualized TX plan completed, including nutritional, psychological, social, medical and substance abuse needs. TX plan consistent with Medi-Cal Beneficiary's language, cognitive, speech and hearing abilities. The majority of treatment provided in a community setting. Treatment includes the following at least once per day each session lasting 60 to 90 minutes: community milieu group therapy; group psychotherapy; activity group therapy; and once weekly individual therapy with a licensed provider. Family supports identified and contacted with weekly participation for adults and twice weekly for children and adolescents. Care Coordination with other clinicians providing treatment. Discharge planning includes linkage to aftercare services, development of an outpatient TX plan.

**Resilience:** The ability to overcome, cope and/or adjust to significant challenges that present in life.

**RFS:** Request for Services (RFS) is a solicitation based on proposed solutions in response to a defined need of the County. After evaluation of submitted Proposals, Contracts are recommended for award to the Proposer/Proposers who submits the Proposal deemed to be in the overall best interest of the County, (generally the highest-ranking Proposer). An RFS is used when the county wants to add an additional service to an already existing program or contract agency.

**Statement of Work (SOW):** Written description of services desired by County for a specific work order.

**Threshold Language:** The California Department of Mental Health tracks how many people are served in each county in the area of mental health. If a county has 3,000 Medi-Cal consumers that speak a certain language, then that language becomes a “threshold language,” and the county is required to provide services and written materials in that language. Los Angeles County has 13 threshold languages; most counties in California have 1-3 languages. These languages are Armenian, Cambodian/Khmer, Cantonese, English, Farsi, Korean, Mandarin, other- Chinese, Russian, Spanish, Tagalog, Arabic and Vietnamese.

**Underserved/Inappropriately Served:** Individual diagnosed with a serious mental illness and/or a serious emotional disturbance, however services are either unavailable or insufficient to address the mental health needs.

**Unserved:** Individual seeking, but unable to access, mental health services due to the lack of bilingual/bicultural services or other factors both institutional, personal or community referenced.