



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 December 21, 2021

CELIA ZAVALA
EXECUTIVE OFFICER

December 21, 2021

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

Dear Supervisors:

**APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA STATE UNIVERSITY OF LONG BEACH AND FUTURE NO-COST MEMORANDA OF AGREEMENT AND/OR MEMORANDA OF UNDERSTANDING WITH VARIOUS GOVERNMENTAL ENTITIES AND OTHER INSTITUTIONS FOR COLLABORATION ON MENTAL HEALTH SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a memorandum of understanding with the California State University of Long Beach and approval to execute future memoranda of agreement and/or memoranda of understanding with various entities for collaboration on mental health services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to execute a memorandum of understanding (MOU), substantially similar to the attached, with the California State University of Long Beach (CSULB) for the referral of specialty mental health services. The MOU will be effective upon Board of Supervisors' (Board) approval and will be in effect through December 31, 2024. There is no cost associated with this action.

2. Delegate authority to the Director, or designee, to execute future no cost MOUs, memoranda of agreement (MOAs), (collectively, Agreements) with governmental and public entities, including but not limited to cities, counties, State entities, federal entities, school districts, other educational institutions, and non-governmental entities that allow for collaboration on specialty mental health services. These Agreements will be effective upon execution through December 31, 2024 and may include revisions to the County's standard provisions for indemnification, subject to review and

approval by Chief Executive Office (CEO) Risk Management (as needed) and County Counsel. The Department of Mental Health (DMH) will provide your Board and the CEO two-weeks advance written notice prior to executing any agreements under this delegation.

3. Delegate authority to the Director, or designee, to execute future no cost data use agreements with non-governmental, governmental, and public entities that allow for collaboration on mental health services, including but not limited to data sharing. These data use agreements will be effective upon execution through December 31, 2024 and may include revisions to the County's standard provisions for indemnification, and will be subject to review and approval by CEO Risk Management (as needed) and County Counsel. DMH will provide your Board and the CEO a quarterly report listing of the executed Agreements, including information on the project and term.

4. Delegate authority to the Director, or designee, to execute no-cost amendments to the Agreements in Recommendations 1, 2, and 3 through December 31, 2024, or for other necessary modifications, subject to review and approval by County Counsel and a written notice to your Board and the CEO two weeks prior to executing such amendments.

5. Delegate authority to the Director, or designee, to terminate any of the Agreements described in Recommendations 1, 2, and 3 in accordance with the Termination provisions. The Director, or designee, will notify the Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Government Code Section 31000 authorizes your Board to enter into service contracts with entities that possess the competence, expertise, and personnel necessary to provide specific services in consideration of payments. Unlike service contracts, these Agreements are used to partner and collaborate with other entities on a variety of mental health projects and services. These projects and services vary in scope and require collaboration with specific entities to further DMH's mission to optimize the hope, wellbeing, and life trajectory of Los Angeles County's most vulnerable through access to care and resources that promote not only independence and personal recovery but also connectedness and community reintegration.

Board approval of Recommendation 1 will enable DMH to execute a MOU with CSULB, at no-cost, for the referral of Mental Health services.

Board approval of Recommendation 2 will enable DMH to execute future no-cost Agreements with governmental, non-governmental, and public entities.

Board approval of Recommendation 3 will enable DMH to execute future data use no-cost Agreements with governmental, non-governmental, and public entities.

Board approval of Recommendation 4 will enable DMH to execute amendments to these Agreements to reflect other no-cost modifications in a timely manner.

Board approval of Recommendation 5 will enable DMH to terminate the Agreements in accordance with the termination provisions, in a timely manner, as necessary.

Board Approval of the recommended actions will streamline processes and ensure more expedient execution of these Agreements that support DMH's mission.

Implementation of Strategic Plan Goals

The recommended actions support the County’s Strategic Plan Goal I via Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, and Strategic Plan Goal II via Strategy II.2, Support the Wellness of Our Communities.

FISCAL IMPACT/FINANCING

There is no fiscal impact for the other recommended actions and there is no net County cost impact associated with any of the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CSULB Counseling and Psychological Services (CAPS) helps CSULB students meet the personal challenges associated with identifying and accomplishing academic, career, and life goals. Services include short-term counseling for individuals, group counseling, career development counseling, referral services, psychoeducational workshops, and crisis intervention. However, CAPS is not designed to serve the students who require ongoing specialty mental health treatment services. The MOU between DMH and CSULB will facilitate the referral of those students to receive mental health services at either the DMH Long Beach Asian Pacific Islander Family Mental Health Center or other appropriate DMH providers.

DMH will work with County Counsel to determine the appropriateness of entering into future Agreements to establish working relationships and/or partnerships with external entities to collaborate on specific mental health services. As such, certain Agreements may include provisions for mutual indemnification, and DMH will work with CEO Risk Management, as needed, to determine any associated risks in light of the need for the services and the resulting benefit to the mental health community.

DMH will return to your Board to request approval of any Agreement with external entities that County Counsel determines do not fall within the delegated authority described in the scope of the above recommendations and require Board approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will support DMH’s efforts to expedite the execution of MOUs, MOAs, and/or data use agreements that support the provision of mental health services for Los Angeles County.

The Honorable Board of Supervisors

12/21/2021

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on the page.

JONATHAN E. SHERIN, M.D., Ph.D.

Director

JES:GCP:SKRLR:YY:atm

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH**

AND

CALIFORNIA STATE UNIVERSITY LONG BEACH

FOR

THE REFERRAL OF MENTAL HEALTH SERVICES

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MOU EXHIBITS:

EXHIBIT A: Referral Form

DRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH AND CALIFORNIA STATE UNIVERSITY LONG BEACH FOR THE REFERRAL OF MENTAL HEALTH SERVICES

1.0 PURPOSE OF MOU

This Memorandum of Understanding (MOU) between the Los Angeles County Department of Mental Health (LACDMH) and California State University Long Beach (CSULB) for the referral of mental health services by LACDMH to uninsured or Medi-Cal students of CSULB. CSULB and LACDMH are referred to individually as a “Party,” and collectively as “Parties.”

This MOU sets forth the terms and conditions between LACDMH and CSULB and the roles and responsibilities of the Parties for the referral of mental health services.

CSULB shall provide LACDMH with space on its campus with sufficient privacy to allow LACDMH to interview referred students and provide further mental health information and resources.

2.0 BACKGROUND

2.1 **The Los Angeles County Department of Mental Health, Long Beach Asian Pacific Islander Family Mental Health Center (LBAPI FMHC)** is a directly-operated outpatient mental health clinic specialized in serving the Asian Pacific Islander population in Los Angeles County (LAC). LBAPI FMHC provides a full range of outpatient treatment services to promote mental health well-being and recovery for adults, children, and adolescents, including individual and group psychotherapy, medication support, targeted case management, Full Service Partnership, CalWORKs, and Prevention and Early Intervention Services.

2.2 **California State University Long Beach, Counseling and Psychological Services (CAPS)** helps CSULB students meet the personal challenges associated with identifying and accomplishing academic, career, and life goals. Services include short-term counseling for individuals, group counseling, career development counseling, referral services, psychoeducational workshops, and crisis intervention. However, CAPS is not designed to serve the students who require ongoing mental health treatment services, and this MOU would facilitate the referral of those students to receive mental health services at either LBAPI FMHC or other appropriate DMH providers.

3.0 DEFINITION OF TERMS

3.1 The headings contained herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

3.1.1 Directly Operated (DO): an outpatient mental health clinic directly operated by DMH.

3.1.2 Department of Mental Health (DMH): the Los Angeles County Department of Mental Health.

3.1.3 FERPA: The Family Educational Rights and Privacy Act. Federal law that protects the privacy of student education records.

3.1.4 HIPAA: Health Insurance Portability and Accountability Act of 1996.

3.1.5 Memorandum of Understanding (MOU): This agreement executed and approved by and between LACDMH and CSULB, setting forth the terms and conditions and roles and responsibilities of the Parties.

4.0 TERM OF MOU

4.1 The term of this MOU is effective upon execution through December 31, 2024.

5.0 TERMINATION OF MOU

5.1 Either Party may terminate this MOU by giving the other Party 30 days' advance written notice of termination.

6.0 AMENDMENTS

6.1 This MOU may be amended by mutual written agreement signed by an authorized representative from each Party.

7.0. ROLES AND RESPONSIBILITIES

7.1 LACDMH is responsible for assigning one qualified LACDMH employee, either a clinician or a case manager, to receive student referrals from CSULB CAPS and provide information about DMH services to uninsured and Medi-Cal CSULB students at the "Counseling & Psychological Services" Suite 226, located within Brotman Hall on the CSULB campus.

LACDMH employee is responsible for the following

7.1.1 Meeting with students referred by a CSULB case manager on campus at the space provided by CSULB and/or by telephone or virtually;

7.1.2 Providing the referred student with information about LACDMH services and other community resources as needed by the student.

- The LACDMH representative shall not provide any mental health counseling to the students, only information about DMH services;
- 7.1.3 Maintaining all records of interviews with CSULB students, referrals, and Community Outreach Services (COS) documentation. The records shall be maintained in accordance with federal, State, and local laws pertaining to confidentiality and privacy;
 - 7.1.4 Obtaining a signed authorization for release of information from each participating CSULB student prior to any discussion or exchange of information with any CSULB employee regarding such student. If a student does not wish for their information to be shared with CSULB employees, that student may still receive services from LACDMH and their information will not be shared without their authorization;
 - 7.1.5 Communicating to the appropriate Counseling and Psychological Services administrator or other supervisory staff regarding any concerns about students or suggestions to problem solve and streamline this referral program.

7.2 CSULB is responsible for providing the following to LACDMH:

- 7.2.1 At no cost to LACDMH, CSULB will provide a private office workspace located within the "Counseling and Psychological Services" (CAPS) suite 226, located within Brotman Hall on CSULB's campus, for the LACDMH representative to meet with students to discuss their mental health needs and provide referrals. The office space will be for one half day per week that the LACDMH representative will be on campus;
- 7.2.2 Written authorization from participating students to share relevant PHI with LACDMH upon initiation of CAPS services;
- 7.2.3 Completed referral form(s) (Exhibit A), which will be securely e-mailed to LACDMH for each of the referred students, at which point, LACDMH will reach out to the student to schedule an outreach appointment.

7.3 Both Parties are responsible for the following:

- 7.3.1 Reviewing the following procedures regarding the referral program:
 - 7.3.1.1 CAPS case manager (CM) meets with the student/potential LACDMH client.
 - 7.3.1.2 CM verifies whether the student either has Medi-Cal or is uninsured, and that they are presenting with mental health concerns, symptoms, or conditions that cause

significant distress or impairment in their social, occupational, or school functioning.

- 7.3.1.3 CM reviews LACDMH program and services with student and together, they determine if a referral is necessary.
 - 7.3.1.4 The student completes the CAPS Release of Information through the Electronic Medical Record system (EMR).
 - 7.3.1.5 CM will complete LACDMH referral form with the permission and assistance of the student.
 - 7.3.1.6 CM provides referral form to LACDMH staff through encrypted email.
 - 7.3.1.7 Any further communication between the two offices will be based on the student's written authorization for the release of any information, which will only be exchanged via encrypted email.
- 7.3.2 Schedule and attend meetings (as needed) in order to discuss improvements to this referral program; and
- 7.3.3 CSULB and LACDMH agree to work together to develop a tracking log system for referrals. The tracking log will reflect data in the aggregate, including the number of referrals received from CSULB and the student's response to LACDMH's referral (i.e. percentage of students that followed up on the referral, received services, etc.). No individualized student information will be included in the log.

8.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA):

- 8.1 The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. LACDMH understands and agrees that, as a provider of medical treatment services, it constitutes a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.
- 8.2 The Parties acknowledge their separate and independent obligations with respect to HIPAA and FERPA and that such obligations relate to transactions and code sets, privacy, security and disclosure of student records. The Parties understand and agree that each of them are separately and independently responsible to comply with FERPA and HIPAA, to the

extent applicable, and that neither has undertaken any responsibility to comply with FERPA and HIPAA, on behalf of the other.

- 8.3 The Parties understand and agree that each is independently responsible for FERPA and/or HIPAA compliance and agree to take all necessary and reasonable actions to comply with their requirements, and to the extent applicable, as related to transactions and code sets, privacy, security and disclosure of student records.

9. INDEMNIFICATION:

9.1 General Indemnity:

Each of the Parties to this MOU is a public entity. CSULB shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

10. INSURANCE

- 10.1 During the term of this MOU, each Party shall provide and maintain at its own expense, insurance coverage sufficient for liabilities that may arise from or relate to this MOU.

11. NOTICES/CORRESPONDENCE:

All notices or correspondence related to this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or via electronic mail addressed to the Parties as identified below

The Los Angeles County Department of Mental Health Long Beach Asian Pacific Islander Family Mental Health Center

4510 E. Pacific Coast Highway, #600

Long Beach, CA 90804

(562) 346-1100

Derek Hsieh, LCSW, Ph.D.

Mental Health Clinical Program Head

Office: (562) 346-1128

E-mail: DHsieh@dmh.lacounty.gov

LACDMH Contracts

510 S. Vermont Ave, 20th Floor

Los Angeles, CA 90020

Office: (213) 738-4685

California State University Long Beach

1250 Bellflower Blvd., BH-226
Long Beach, CA 90840-0111
Bongjoo J. Hwang, PhD.
Director, Counseling and Psychological Services
Office: (310) 972-6500
E-mail: BongJoo.Hwang@csulb.edu

CSULB Contracts Department

Malia Freund
1250 Bellflower Blvd., BH 346
Long Beach, CA 90840
Email: FM-ContractServices@csulb.edu

DRAFT

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Memorandum of Understanding to be subscribed by the DMH Director or designee, and California State University Long Beach President or his/her designee has caused this Memorandum of Understanding to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

Department of Mental Health

California State University Long Beach

Jonathan E. Sherin, M.D, Ph.D
DIRECTOR

Malia Freund
Asst VP, Financial Management,

Dated: _____

Dated: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL