

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY REGIONAL CENTERS

and the

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

for

Implementation of a Coordinated System  
of Services to Individuals Who are  
Eligible for Developmental Services and  
also Require Mental Health Services

#### Introduction

The Los Angeles County Regional Center (LACRCs), in accepting their responsibility for persons with developmental disabilities residing in the County of Los Angeles, has established Regional Center programs in Los Angeles County to assure the delivery of basic and essential services to those residents pursuant to the Lanterman Developmental Disabilities Service Act (Division 4.5 of the Welfare and Institutions Code, Sections 4500 through 5000).

The complexities of providing services to persons with developmental disabilities require the coordinated services of many county departments and community agencies to ensure that gaps do not occur in the provision of such services. In addition, Welfare and Institutions Code Section 4696.1 further requires joint efforts between LACRC and the Los Angeles County Department of Mental Health (LACDMH) to meet the needs of persons served by both Departments.

The State Department of Mental Health, as the State's mental health authority, is required by Welfare and Institution Code, Section 5000 – 5464 (Lanterman-Petris-Short Act), and Section 5600 – 5768, to make provisions for a continuum of support services for persons who have a mental disability. These services are provided by local mental health programs funded through the LACDMH. In addition, WIC 4684(a) (8) states that "regional center funds shall not be used to supplant the budget of any agency which has a legal responsibility to serve all members of the general public and is receiving public funds for providing those services."

The provisions of this Memorandum of Understanding (MOU) henceforth referred to as "Agreement," represent such efforts by LACRC and LACDMH to meet the needs of persons with developmental disabilities who are also mentally ill. This agreement defines the roles and responsibilities of LACRC and LACDMH. The LACDMH should be one of the many alternatives available to LACRCs for care of the developmentally disabled, mentally ill individual.

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**Comprehensive appendices designating LACDMH and LACRC liaisons and descriptions of the nature and location of services provided by LACDMH and LACRCs shall be developed and made part of the Memorandum of Understanding.**

**General Provisions**

**LACRCs will provide fixed points of contact in the community for persons with a developmental disability and their families so that such persons may have access to facilities and services. The LACRCs will prepare individual program plans (IPP) to meet the needs of their clients/consumers and shall retain case management responsibility to provide or arrange for those services designated in the IPP. LACDMH will constitute a generic resource intended to meet the needs of Regional Center clients/consumers who meet medical necessity criteria, as identified in the California Code of Regulations (CCR) Title 9, Chapter 11, Section 1830.205. Medical Necessity means that the individual's level of functioning, due to a mental illness, disrupts or interferes with community living to the extent that without service the individual would be unable to maintain residence, engage in productive activities and daily responsibilities, maintain a social support system and keep healthy (see attached). Persons eligible for developmental disability services referred to LACDMH for mental health services will receive an evaluation and assessment to determine the extent of their need for these services. LACDMH will provide appropriate mental health services to persons eligible for developmental services as they provide to any other target group.**

**Persons with an included mental health diagnosis, who meet medical necessity (see attached), and who are suspected of having a developmental disability shall be referred to a regional center for an evaluation and assessment to determine eligibility. Pursuant to the Lanterman Developmental Disabilities Services Act, a developmental disability shall in no way exclude persons with developmental disabilities and mental disorders from receiving appropriate services from both regional centers and local mental health programs.**

**Goals**

**The overall goal of this Agreement is to combine the services of LACDMH with those of LACRC to assure that persons who need developmental disability services, as defined in W.I.C. 4512 (b), as well as mental health services, are effectively assisted in receiving services from both systems. Specific Agreement goals are:**

- 1. To increase leadership, communication, and organizational effectiveness between LACRCs and LACDMH; (W&I Code Section 4696.1 (a)(1))**

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- 2. To optimize utilization of agency resources by building on the strengths of each organization; (W&I Code Section 4696.1 (a)(5))**
- 3. To decrease costs and minimized fiscal risk in serving persons who are dually diagnosed, with an included mental health diagnosis and developmental disabilities; (W&I Code Section 4696.1 (a)(2))**
- 4. To ensure continuity of services; (W&I Code Section 4696.1 (a)(3))**
- 5. To assure initial assessment and evaluation for referred persons of each system;**
- 6. To improve the quality of mental health outcomes for persons with a dual diagnosis of developmental disability and an included mental health diagnosis; (W&I Code Section 4696.1 (a)(4))**
- 7. To provide mental health and regional center services in ways that enable individuals with a dual diagnosis of developmental disability and an included mental health diagnosis to achieve their highest level of functioning in the least restrictive setting;**
- 8. To encourage living options in the least restrictive setting or prevent regression to a more dependent status;**
- 9. To promote innovative approaches to the delivery of services to individuals with a dual diagnosis of developmental disabilities and an included mental health diagnosis in more integrated settings with joint responsibility, which may include the development of special programs;**
- 10. To provide joint training of staff in both systems regarding the needs of individuals with developmental disabilities and an included mental health diagnosis and improved the quality of mental health outcomes for persons who are dually diagnosed; (W&I Code Section 4696.1 (5))**
- 11. To ensure timely resolution of conflicts. (W&I Code Section 4696.1 (a)(6))**
- 12. To continue to work toward inpatient care policies and procedures that meet the needs of the client/consumer, and meet State regulations.**

**LACDMH**

**LACRC**

**ELIGIBILITY**

1. In order to achieve the outcomes specified in W & I Code Section 4696.1 subdivision (a), LACDMH and LACRC will identify dually diagnosed clients/consumers of mutual concern. (SEC 17. Section 4696.1 (b)(1)(B))

**LIAISON RESPONSIBILITIES**

2. The Director of LACDMH will designate a Departmental Representative who has the responsibility for the coordination of activities required to carry out this Agreement. (SEC 17. Section 4696.1 (b)(1)(A))

**EVALUATION AND TREATMENT**

**OUTPATIENT**

3. LACDMH and LACRCs will develop and implement a mutually agreed upon general plan for crisis intervention for persons served by both systems. The plan shall include after-hours emergency response systems, interagency notification guidelines and follow-up protocols. (SEC 17. Section 4696.1 (b)(2))
4. If psychiatric care is warranted, the LACDMH and LACRCs will jointly develop a mutually agreed upon procedure whereby both departments will work towards agreement on a

**ELIGIBILITY**

1. In order to achieve the outcomes specified in W & I Code Section 4696.1 subdivision (a), LACRC and LACDMH will identify dually diagnosed clients/consumers of mutual concern. (SEC 17. Section 4696.1 (b)(1)(B))

**LIAISON RESPONSIBILITIES**

2. The LACRC Directors will each designate a representative from LACRC who has the responsibility for coordination of the activities required to carry out this Agreement. (SEC 17. Section 4696.1 (b)(1)(A))

**EVALUATION AND TREATMENT**

**OUTPATIENT**

3. LACRCs and LACDMH will develop and implement a mutually agreed upon general plan for crisis intervention for persons served by both systems. The plan shall include after-hours emergency response systems, interagency notification guidelines and follow-up protocols. (SEC 17. Section 4696.1 (b)(2))
4. If psychiatric care is warranted, the LACRCs and LACDMH will jointly develop a mutually agreed upon procedure whereby both departments will work towards agreement on a

**LACDMH**

**LACRC**

client/consumer-by-client/consumer basis on the presenting diagnosis and medical necessity, as defined by regulations of the State Department of Mental Health, to determine disposition. Once it is determined that the developmentally disabled client/consumer no longer requires mental health treatment, the client/consumer will be referred to the LACRC for follow-up and discharged from the mental health program. (SEC 17. Section 4696.1 (b)(6))

**INPATIENT CARE**

5. LACDMH and LACRCs will develop a mutually agreed upon procedure by which planning for dually diagnosed clients/consumers admitted to a mental health inpatient facility shall be conducted collaboratively by both LACDMH and LACRCs. This shall commence as soon as possible or as deemed appropriate by the treatment staff. The discharge plan shall include subsequent treatment needs and the agency responsible for those services. (SEC 17. Section 4696.1 (b)(4))
6. LACDMH and LACRCs will develop a mutually agreed upon procedure by which each dually diagnosed client/consumer shall be the subject of a case conference conducted jointly by both LACDMH and LACRCs staff, as soon as possible after

client/consumer-by-client/consumer basis on the presenting diagnosis and medical necessity, as defined by regulation of the State Department of Mental Health, to determine disposition. Once it is determined that the developmentally disabled client/consumer no longer requires mental health treatment, the client/consumer will be referred to the LACRC for follow-up and discharged from the mental health program. (SEC 17. Section 4696.1 (b)(6))

**INPATIENT CARE**

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6. LACDMH and LACRCs will develop a mutually agreed upon procedure by which each dually diagnosed client/consumer shall be the subject of a case conference conducted jointly by both LACDMH and LACRCs staff, as soon as possible after admission into a

**LACDMH**

**LACRC**

admission into a county operated or contracted acute inpatient mental health facility. The case conference shall confirm the diagnosis and treatment plan. (SEC 17. Section 4696.1 (b)(3))

**CONSULTATION AND TRAINING**

7. Mental Health staff shall provide consultation and training to LACRC's staff concerning the recognition of mental disorders in developmentally disabled clients/consumers. Training shall include orientation to the Mental Health System of Care, as well as information related to day programs, residential facilities, and intermediate care facilities. This training shall also include crisis prevention with a focus on proactively recognizing crisis and intervening effectively with clients/consumers who are dually diagnosed. (SEC 17. Section 4696.1 (b)(5))

**CONFLICT RESOLUTION**

8. When it is unclear which agency should have primary responsibility for the client/consumer, representatives from both LACDMH And LACRC shall complete a joint evaluation. (SEC 17. Section 4696.1 (b)(1)(C))
9. If after the evaluation there are still questions regarding responsibility, the issue will be resolved between LACDMH Departmental

county operated or contracted acute inpatient mental health facility. The case conference shall confirm the diagnosis and treatment plan. (SEC 17. Section 4696.1 (b)(3))

**CONSULTATION AND TRAINING**

7. The LACRC and LACDMH will develop a mutually agreed upon procedure by which staff shall collaborate to plan and provide training to community services providers, including day programs, residential facilities, and intermediate care facilities regarding effective services to the dually diagnosed. This training shall include crisis prevention with a focus on proactively recognizing crisis and intervening effectively with clients/consumers who are dually diagnosed. (SEC 17. Section 4696.1 (b)(5))

**CONFLICT RESOLUTION**

8. When it is unclear which agency should have primary responsibility for the clients/consumers, representatives from both LACRCs and LACDMH shall complete a joint evaluation. (SEC 17. Section 4696.1 (b)(1)(C))
9. If after the evaluation there are still questions regarding responsibility, the issue will be resolved between the LACRC Director and LACDMH

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**LACDMH**

**LACRC**

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**Representative and the LACRC Director. (SEC 17. Section 4696.1 (b)(1)(C))**

**INTERAGENCY COLLABORATION**

- 10. The director of the local regional center and the director of the county mental health agency or their designees shall meet as needed, but no less than annually to do all of the following:**
- a. Review the effectiveness of the interagency collaboration;**
  - b. Address any outstanding policy issues between the two agencies;**
  - c. Establish the direction and priorities for ongoing collaboration efforts between the two agencies. (SEC 17. Section 4696.1 (d))**

**Departmental Representative. (SEC 17. Section 4696.1 (b)(1)(C))**

**INTERAGENCY COLLABORATION**

- 10. The director of the local regional center and the director of the county mental health agency or their designees shall meet as needed, but no less than annually to do all of the following:**
- a. Review the effectiveness of the interagency collaboration;**
  - b. Address any outstanding policy issues between the two agencies;**
  - c. Establish the direction and priorities for ongoing collaboration efforts between the two agencies. (SEC 17. Section 4696.1 (d))**

MEMORANDUM OF UNDERSTANDING  
LACDMH AND LACRC

This Agreement shall be effective upon execution by all parties and shall remain in effect until either party provides 30 days notice to the other party of intent to terminate this Agreement.

Gloria Wong 6-11-99  
Gloria Wong, Director Date  
East Los Angeles Regional Center

Diane Campbell-Anand 6-11-99  
Diane Campbell-Anand, Director Date  
Frank D. Lanterman Regional Center

Patricia Del Monico 6/23/99  
Patricia Del Monico, Director Date  
Harbor Regional Center

George Stevens 6-11-99  
George Stevens, Director Date  
North Los Angeles Regional Center

R. Keith Penman 6-11-99  
R. Keith Penman, Director Date  
San Gabriel/Pomona Regional Center

Dexter A. Henderson 6-18-99  
Dexter A. Henderson, Director Date  
South Central Los Angeles Regional Center

Michael Danneker 6-11-99  
Michael Danneker, Director Date  
Westside Regional Center

Marvin J. Southard 6-30-99  
Marvin J. Southard, D.S.W. Date  
Director of Mental Health

**ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN SELECT REGIONAL CENTERS IN LOS ANGELES COUNTY  
AND THE  
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH**

**“ADMINISTRATIVE DAYS”**

"Regional Center consumers admitted into psychiatric inpatient facilities due to a mental disorder will be the responsibility of the County Mental Health Department. The Regional Center will be notified of their consumers' admissions, when information is available, for participation in discharge planning. Prompt admission notification to Regional Centers is critical to the authorization of any administrative days by the Regional Center. The Mental Health Department will provide psychiatric treatment until there is no further medical necessity for acute inpatient care. Discharge should occur at the conclusion of medically necessary acute inpatient treatment. If placement is delayed the consumer is placed on administrative days. The Mental Health Plan will allow up to four (4) administrative days.

Once it is determined that the Regional Center will be further delayed and/or unable to effect an appropriate placement of the consumer within the four day period, the Regional Center shall assume financial responsibility for continued administrative inpatient stay at the state established administrative day rate. The financial responsibility will be effective only by obtaining prior written authorization from the executive management of the regional center for payment of administrative days. The psychiatric inpatient facility will be instructed to bill the Regional Center directly for these administrative days using the authorization given before the administrative day costs were incurred. Failure to obtain authorization prior to incurring charges for billing will result in no payment from the Regional Center. "

This agreement shall be effective upon execution by all parties and shall remain in effect until either parties provides 30 days notice to the other party of intent to terminate this agreement.

Gloria Wong 6-16-00  
Gloria Wong, Director Date  
East Los Angeles Regional Center

Diane Campbell-Anand 6-27-00  
Diane Campbell-Anand, Director Date  
Frank D. Lanterman Regional Center

George Stevens 6-16-00  
George Stevens, Director Date  
North Los Angeles Regional Center

R. Keith Penman 6-16-00  
R. Keith Penman Director Date  
San Gabriel / Pomona Regional Center

Dexter A. Henderson 6-16-00  
Dexter A. Henderson, Director Date  
South Central Los Angeles Regional Center

Michael Danneker 6-16-00  
Michael Danneker, Director Date  
Westside Regional Center

Marvin J. Southard 6-16-00  
Marvin J. Southard, D.S.W. Date  
Director of Mental Health