



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.,
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

April 14, 2015


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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 April 28, 2015


PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

**APPROVAL OF APPROPRIATION AND STAFFING ADJUSTMENTS FOR THE OLIVE VIEW
COMMUNITY MENTAL HEALTH URGENT CARE CENTER CRISIS STABILIZATION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

SUBJECT

Request approval to modify the appropriation of the Department of Mental Health and the Department of Health Services and add positions to the Department of Health Services to effectuate a Memorandum of Understanding between the Departments of Mental Health and Health Services for the Olive View Community Mental Health Urgent Care Center Crisis Stabilization Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Department of Health Services (DHS) to add and fill 35 full-time equivalent (FTE) positions as detailed in Attachment I, pursuant to Section 6.06.020 of the County Code and subject to allocation by the Chief Executive Officer (CEO), to allow DHS to provide staffing for a Lanterman-Petris-Short (LPS) designated crisis stabilization program to be created at the Olive View Community Mental Health Urgent Care Center (Mental Health UCC), which is operated by the Department of Mental Health (DMH).
2. Approve the request for two Appropriation Adjustments for Fiscal Year (FY)2014-15 (Attachments II and III) to allow DMH to reimburse DHS for personnel costs incurred in the provision of such mental health crisis stabilization services. For two months of FY 2014-15, DMH will provide funding to DHS for the cost of personnel and transportation of clients from the Crisis Stabilization Program at Mental Health UCC to the Psychiatric Emergency Service at Olive View-UCLA Medical Center (OV-UCLA) in the prorated amount of \$0.697 million, and for FY 2015-16 the annual funding required to

sustain this program is \$4.179 million, fully funded with State Mental Health Services Act and Federal Financial Participation revenues.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable DMH and DHS to effectuate the terms of a Memorandum of Understanding (MOU) (Attachment IV), which augments the Mental Health UCC's staffing and current operating hours in order to meet the State's requirements for approval of the Mental Health UCC as a LPS designated facility capable of accepting individuals detained under the Welfare and Institutions Code (WIC) Section 5150.

To prevent overcrowding at OV-UCLA's Psychiatric Emergency Service, DMH opened the Mental Health UCC in 2005, located near the hospital at 14659 Olive View Drive, Sylmar, CA 91342, in Supervisorial District 5. Since its inception, the Mental Health UCC has offered crisis intervention services seven days a week, but for less than 24 hours a day. Due to the facility's current operating hours, the California State Department of Health Care Services would not approve the County's LPS designation of the Mental Health UCC as a facility for the evaluation and treatment of individuals detained under WIC Section 5150.

In order to secure LPS designation and the associated ability to evaluate and treat individuals detained under WIC Section 5150, DMH and DHS have developed a plan that will allow DHS to provide the appropriate clinical personnel to staff a Crisis Stabilization Program at the Mental Health UCC 24 hours a day, seven days a week. The collaboration between the departments will divert volume away from OV-UCLA's Psychiatric Emergency Service and create a psychiatric crisis stabilization system that can efficiently, effectively, and safely manage the acute needs of some of those with mental health disorders in the Northern Los Angeles County region. DMH will continue to operate outpatient Urgent Care Services on-site at Mental Health UCC for individuals who require a lower level of crisis services, and this program will be referred to as the Urgent Care Center Outpatient Program. Candidates for services in the Crisis Stabilization Program at the Mental Health UCC will be identified by a number of referral sources, including the Urgent Care Center Outpatient Program, the Psychiatric Emergency Service at OV-UCLA, the DMH Psychiatric Mobile Response Team, or law enforcement.

Under the terms of the MOU, DHS will provide and supervise the clinical staff for the Crisis Stabilization Program and for patient registration when the rest of the Mental Health UCC is not open. Such DHS staff will provide Crisis Stabilization Program services as part of DMH's Mental Health UCC, and will document their care. DMH will be responsible for billing third parties for the Crisis Stabilization Program services and for maintaining the premises and the medical records system. DMH will reimburse DHS for the costs of such personnel, and for the ambulance costs of transporting patients who cannot be treated fully at the Mental Health UCC to Olive View's Psychiatric Emergency Service.

Approval of the first recommendation will provide DHS with the authority to employ the staff required for the Crisis Stabilization Program. Approval of the second recommendation will adjust the budgets of DMH and DHS to allow DMH to reimburse DHS for its personnel and transportation costs.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

Approval of the recommended action includes two FY 2014-15 appropriation adjustments, one for each department. The DMH appropriation adjustment will shift appropriation from Salaries and Employee Benefits to Services and Supplies to provide the mechanism for DMH to reimburse DHS for services provided under the terms of the MOU in the prorated amount of \$0.697 million for two months in FY 2014-15. The appropriation is fully funded with State Mental Health Services Act and Federal Financial Participation revenues.

The DHS appropriation adjustment will increase its appropriation authority, and using money from DMH will allow DHS to fund the 35 ordinance positions and ambulance costs for transportation of clients from the Mental Health UCC to the OV-UCLA Psychiatric Emergency Service, prorated for two months at \$0.697 million in FY 2014-15.

DMH will fully reimburse all costs incurred by DHS for personnel and transportation of clients from the Mental Health UCC to the OV-UCLA Psychiatric Emergency Service, for the provision of mental health crisis stabilization services, as agreed upon in the MOU. DMH will also provide space, furnishings, equipment, supplies, ancillary and support services (e.g., housekeeping, dietary, security) necessary for the operation of the Crisis Stabilization Program at the Mental Health UCC.

The FY 2015-16 annual funding required to continue the Crisis Stabilization Program at the Mental Health UCC is \$4.179 million and will be requested respectively by DMH and DHS in their FY 2015-16 Budgets. In subsequent fiscal years, DMH and DHS will agree to the funding requirements in accordance with the terms of the MOU, and adjusted as required, including for all Board-approved future cost of living adjustments for County staff. DMH will delete budgeted items from the Urgent Care Center Outpatient Program, as the Urgent Care Center Outpatient Program will operate with reduced hours. Additionally, the Mental Health UCC was originally staffed to accommodate 24 hours a day, seven days a week operation; because such staffing was never implemented, funds for such staffing will be re-directed from DMH to DHS for the staffing of the Crisis Stabilization Program.

There is no impact on net County cost for either department with the implementation of the Crisis Stabilization Program at the Mental Health UCC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

While the Mental Health UCC has provided services to an estimated 4,300 unique clients in FY 2013-14, a gap in client care remains because the Mental Health UCC is not able to address the needs of clients who are on a WIC Section 5150 hold (danger to self, danger to others, and/or gravely disabled). These clients' needs can only be met by a LPS designated facility. Currently, Mental Health UCC is not able to be LPS designated due to limited operating hours and, as a result, cannot accept clients on WIC Section 5150.

In order to secure LPS designation and have the ability to accept clients on WIC Section 5150, DMH and DHS have developed a partnership to enhance current service capacity by transferring existing staff costs and funding new staff at DHS to cover a 24 hours a day, seven days a week program operation. Acting within the scope of their existing authority, the Directors of DMH and DHS have

memorialized their agreement in a MOU, which covers subjects like funding, training, quality assurance, billing protocols, and allocation of liability.

DMH and DHS will convene regular meetings to monitor the functioning of the program and will recommend staffing or program modifications as appropriate to ensure stated program goals are met.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the staffing and budget adjustments will allow the establishment of a LPS designated mental health crisis stabilization program at the Mental Health UCC which will broaden current crisis services to 24 hours a day, seven days a week, and allow the Mental Health UCC to accept clients on WIC Section 5150. DMH will continue to operate outpatient urgent care services on-site at the Mental Health UCC for individuals who require a lower level of crisis services. After implementation of the Crisis Stabilization Program, the hours for the other services at the Mental Health UCC will be reduced from Monday through Friday, 8 a.m. to 10 p.m., to Monday through Friday, 8 a.m. to 7 p.m., and the Urgent Care Center Outpatient Program will be closed on Sundays. Saturday hours will remain unchanged.

Respectfully submitted,



MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health



Mitchell H. Katz, M.D.

Director

MJS:DM:LW:RK:do

Enclosures

- c: Acting Executive Officer, Board of Supervisors
- Interim Chief Executive Officer
- County Counsel
- Department of Health Services
- Chairperson, Mental Health Commission

ATTACHMENT I

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
REQUEST FOR INTERIM ORDINANCE AUTHORITY
PROVISIONAL ALLOCATIONS TO DEPARTMENT
FISCAL YEAR 2014-15

<u>Item No.</u>	<u>Sub</u>	<u>Specialty</u>	<u>Classification</u>	<u>ORDINANCE POSITION</u>	<u>BUDGET POSITION</u>
2214	A		INTERMEDIATE TYPIST-CLERK	2.0	2.0
9001	A		MEDICAL CASE WORKER I	1.0	1.0
9002	A		MEDICAL CASE WORKER II	4.0	4.0
9035	A		PSYCHIATRIC SOCIAL WORKER II	1.0	1.0
8697	A		CLINICAL PSYCHOLOGIST II	1.0	1.0
8162	A		PSYCHIATRIC TECHNICIAN II	2.0	2.0
5278	A		MENTAL HEALTH COUNSELOR,RN	5.0	5.0
5121	A		NURSE PRACTITIONER	1.0	1.0
5476	A	79	PHYS SPEC PSYCHIATRY	4.0	4.0
5104	A		LICENSED VOCATIONAL NURSE I	3.0	3.0
5098	A		NURSING ATTENDANT I	8.0	8.0
5339	A		SUPERVISING STAFF NURSE II	1.0	1.0
5261	F		RELIEF NURSE	2.0	1.0
TOTAL POSITIONS REQUESTED				35.0	34.0

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BA FORM 03/13

BOARD OF
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COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF MENTAL HEALTH

DEPT'S.
NO. 435

March 16, 2015

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2014-15

3 - VOTES

SOURCES

Department of Mental Health
A01-MH-1000-20500
Salaries & Employee Benefits
Decrease Appropriation \$697,000

USES

Department of Mental Health
A01-MH-2000-20500
Services and Supplies
Increase Appropriation \$697,000

SOURCES TOTAL: \$ 697,000

USES TOTAL: \$ 697,000

JUSTIFICATION

This appropriation adjustment will enable Department Health Services to provide psychiatric Crisis Stabilization Services at DMH Olive View Urgent Care Center for 2 months. This action is fully funded by a reduction of Salaries and Employee Benefits. There is no impact on net County cost.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

34

APR 28 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Margo Morales
AUTHORIZED SIGNATURE [Margo Morales, Administrative Deputy]

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 163

March 16 20 15

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

MARCH 16 20 2015

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SUPERVISORS
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BA FORM 03/13

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.
NO. 240

DEPARTMENT OF HEALTH SERVICES

March 13, 2015

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2014-15

4 - VOTES

SOURCES

ValleyCare Network
MN3-HO-92-9900-60050
Mental Hlth/Pat Care-Ffp
Increase Revenue

\$697,000

USES

ValleyCare Network
MN3-HO-1000-60050
Salaries & Employee Benefits
Increase Appropriation

\$635,000

ValleyCare Network
MN3-HO-2000-60050
Services & Supplies
Increase Appropriation

\$62,000

SOURCES TOTAL: \$ 697,000

USES TOTAL: \$ 697,000

JUSTIFICATION

This appropriation adjustment will enable DMH to fully reimburse all costs incurred by DHS in the provision of psychiatric Crisis Stabilization Services at the DMH Olive View Urgent Care Center for 2 months, for a total amount of \$0.697 million, in FY 14-15.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)


34

APR 28 2015



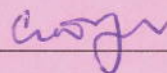
PATRICK OGAWA

ACTING EXECUTIVE OFFICER


 AUTHORIZED SIGNATURE Mela Guerrero, Controller, DHS
REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY




B.A. NO. 164

March 16 20 15

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY



MARCH 16

20 15

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH
AND
COUNTY OF LOS ANGELES-DEPARTMENT OF HEALTH SERVICES
TO PROVIDE MENTAL HEALTH SERVICES AT OLIVE VIEW COMMUNITY MENTAL HEALTH URGENT CARE
CENTER

WHEREAS, provisions of the Lanterman-Petris-Short Act (LPS), Welfare and Institutions Code (WIC) section 5150 et seq., permit individuals meeting specified criteria to be involuntarily placed in facilities designated by the County for evaluation and treatment; these facilities are known as "LPS designated facilities"; and

WHEREAS, the Department of Health Services (DHS) operates various hospitals, provides emergency psychiatric services, and operates various LPS designated facilities, including the Olive View-UCLA Medical Center's Psychiatric Emergency Service (OV-UCLA MC PES), and has considerable expertise in providing crisis services to those in need of acute psychiatric care on a 24 hours per day, seven days per week basis; and

WHEREAS, Mental Health Urgent Care Centers (UCCs) are outpatient facilities that provide intensive crisis services to individuals who otherwise would be brought to emergency rooms, provide up to 23 hours and 59 minutes of immediate care and linkage to community-based solutions, and provide crisis intervention services; UCCs may operate 24 hours per day, seven days per week and may be LPS designated; and

WHEREAS, the Department of Mental Health (DMH) operates the Olive View Community Mental Health Urgent Care Center (UCC OP), located in close proximity to the OV-UCLA MC PES; DMH's UCC OP is not LPS designated and operates on less than a 24 hours per day, seven days per week basis; and

WHEREAS, DHS and DMH have collaborated to implement a program of urgent care psychiatric services on a 24 hours per day, seven days per week basis, which will qualify for LPS-designation in an area at the current location of DMH's UCC OP, in order to provide care and services to individuals who would otherwise be seen at the OV-UCLA MC PES.

NOW THEREFORE, DHS and DMH agree as follows:

I. PURPOSE

This Memorandum of Understanding (MOU) outlines the programmatic, administrative, and fiscal roles and responsibilities of each Department and allocates financial responsibility in

connection with implementing the program of urgent care psychiatric services on a 24 hours per day, seven days per week basis on the campus of Olive View-UCLA Medical Center.

II. BACKGROUND AND INTENT

In 2005, DMH opened the UCC OP in order to decrease overcrowding in OV-UCLA MC PES. Since its opening, the DMH OV-UCC has offered crisis intervention services seven days per week but for less than 24 hours per day. The State Department of Health Care Services (SDHCS) will not approve the County's LPS designation of OV-UCC OP as a facility for the evaluation and treatment of individuals detained under WIC section 5150 with the facility's current operating hours.

In order to secure LPS designation and the ability to evaluate and treat individuals detained under WIC Section 5150, and thus divert volume away from the OV-UCLA MC PES, DMH and DHS have developed a plan wherein DHS will provide clinical personnel to operate and staff the Olive View Community Mental Health Urgent Care Crisis Stabilization Program (UCC CS) 24 hours per day, seven days per week. The partnership between DHS and DMH will ultimately broaden the array of psychiatric crisis stabilization services available on the campus of Olive View-UCLA Medical Center and create a psychiatric crisis stabilization system that can efficiently, effectively, and safely manage the acute needs of those with mental health disorders. DMH will continue to operate the UCC OP on site at the UCC OP for individuals who require a lower level of crisis services.

III. TERM AND TERMINATION

The term of this MOU shall commence on (TBD BY DMH AND DHS), and is contingent upon successfully securing LPS designation for the UCC CS. This MOU shall continue in effect as long as necessary to operate UCC CS, unless terminated as set forth below.

This MOU may be terminated by either party, with or without cause, upon 180 days prior written notice to the other party. This MOU may be terminated at any time upon the mutual written agreement of the parties. In the event this MOU is terminated, DHS will take steps to mitigate any encumbered positions against available DHS budgeted vacancies. In the event DHS is not successful in fully mitigating all encumbered positions within 90 days of the notice to terminate the MOU, the remaining staff will be transferred from DHS to DMH. If there are any delays in transferring the DHS employees to DMH, DMH will continue to fully reimburse DHS in accordance with the terms of this MOU until such date as all DHS employees encumbering the 35 full time employee (FTE) UCC CS designated position transfer from DHS to DMH and the MOU is fully terminated.

IV. PROGRAM MODEL OLIVE VIEW COMMUNITY MENTAL HEALTH URGENT CARE CRISIS STABILIZATION PROGRAM

As described more fully below, DMH and DHS, in collaboration, will implement and operate UCC CS at the UCC OP located at 14659 Olive View Drive Sylmar, CA 91342. The UCC CS will be located in the northwest corner of the UCC OP building, and will serve as an intensive outpatient

crisis unit approved as a LPS designated site. The program will operate 24 hours per day, seven days per week and will deliver intensive crisis intervention treatment services to individuals at risk of psychiatric hospitalization. The program will have the capacity to serve up to 12 individuals at any given time, and the ability to detain individuals under the WIC section 5150, as well as receive individuals that are placed on a 5150 hold by law enforcement. Mental health services may be provided up to 23 hours, and 59 minutes for each client; thereafter, referral to an appropriate setting will be required.

DHS personnel will be registered as DMH volunteers to provide treatment services and to properly claim for those services through DMH's Integrated Behavioral Health Information System (IBHIS). The DHS employees will be expected to follow both DMH and DHS policies, including those implementing Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations. DHS will be responsible for the clinical and administrative supervision of the UCC CS, as well as maintaining the clinical record and ensuring clinical documentation is consistent with DMH quality assurance practice. DMH will conduct trainings; provide technical assistance on DMH policies, clinical documentation standards, and claiming; and monitor program implementation. DMH reserves the right to notify DHS of DHS staff who do not adhere to the requirements of the program, including DMH's Code of Ethics. DHS will have the opportunity to address these issues with staff and develop a corrective action plan, which may include reassignment.

The UCC OP will continue to be located at the UCC OP. The program will be located in the eastern area of the building. Brief crisis intervention treatment services will be available to individuals that present with a psychiatric crisis that may be managed in an outpatient mental health setting. This program will continue to be staffed and administered by DMH employees. Hours of operation for the program will be Monday through Friday, from 8:00 a.m. to 7:00 p.m., and Saturday 9:00 a.m. to 5:30 p.m. Protocols will be developed by DMH and DHS to ensure a smooth transition for referring individuals referred between the two programs.

V. DMH RESPONSIBILITIES

1. DMH will complete all paperwork and processes required to establish a new provider number for the UCC CS. DMH will secure Medi-Cal certification for the UCC CS program and shall be responsible for assuring that such certification is maintained throughout the term of this MOU.
2. DMH will secure State approval of LPS designation for the UCC CS from the SDHCS, and assure that such designation is maintained throughout the term of this MOU.
3. DMH will provide funding for salary and employee benefits for 35 FTE ordinance positions needed to staff the UCC CS and will cover ambulance costs for transporting patients from the UCC CS to the OV-UCLA MC PES. (See Exhibit A).
4. DMH will ensure that DHS personnel providing services at UCC CS are registered as DMH volunteers and are authorized to claim through the DMH IBHIS.

5. DMH, in collaboration with DHS, will assist with the planning, program design, and implementation of the UCC CS. This includes attending meetings and providing consultation as needed.
6. DMH will work collaboratively with DHS to develop guidelines to coordinate care for clients who are transferred between the UCC CS and the UCC-OP.
7. DMH will share client information with DHS as necessary for the purposes of care coordination and treatment, subject to any limitations imposed by law.
8. DMH will provide the necessary administrative staff to handle client registration, financial screening, and fee collection for the UCC CS during DMH's normal business hours. For purposes of this MOU, "normal business hours" are defined as: Monday through Friday, 8:00 a.m. to 7:00 p.m., and Saturday 9:00 a.m. to 5:30 p.m.
9. DMH will be responsible for the provision and maintenance of the system of medical records and will provide DHS personnel with access to IBHIS to allow for charting, documentation, and billing. All medical records, whether electronic or paper, created at the UCC CS shall be DMH records; DHS may access such records as necessary for treatment and its health care operations.
10. DMH will be responsible for maintaining the security of IBHIS and all DMH networks.
11. DMH will provide space, furnishings, equipment, supplies, ancillary and support services (e.g. housekeeping, dietary, security) necessary for the operation of the UCC CS. DMH will provide laboratory services once a day.
12. DMH will provide UCC CS clients with access to prescription medication through its DMH network of contracted pharmacies and, when appropriate and available, access to sample medications at the UCC OP.
13. DMH will routinely monitor the Federal Exclusion List to ensure that DHS personnel are eligible to claim for Medicare and Medi-Cal services.

VI. DHS RESPONSIBILITIES

1. DHS will accept the transfer of certain mutually agreed upon DMH personnel to operate and staff the UCC CS.
2. DHS will, in a timely manner, recruit and hire additional staff necessary to operate and staff the UCC CS and to comply with Title 9 California Code of Regulations section 663, and to enable LPS designation approval by DHCS. DHS will ensure DHS personnel have and maintain appropriate licensure or certifications, as necessary to provide services, to enable DMH to be reimbursed for such services and to maintain LPS designation.
3. DHS will provide sufficient clinical staff to allow UCC CS to operate 24 hours per day, seven days per week.
4. Except as provided in section VII.3.a, DHS will supervise, train, and direct the work of DHS personnel. DHS will assure that DHS personnel complete the DMH Volunteer Employee Application and are qualified to become DMH volunteer employees.

5. DHS will assure that DHS personnel cooperate and complete such paperwork as may be necessary to allow their services to be billed to Medicare and Medi-Cal, and to assign to DMH their right to payment by third parties, including Medi-Cal and Medicare.
6. DHS will share client information as necessary for the purposes of care coordination and treatment with DMH, subject to any restrictions imposed by law.
7. DHS will provide the necessary administrative staff to handle client registration for UCC CS outside of DMH's normal business hours.
8. DHS will work collaboratively with DMH to develop guidelines to coordinate care for clients who are transferred between the UCC CS and the UCC-OP.
9. DHS personnel will provide mental health services, to include: medication support services, assessment and intake, crisis intervention and/or stabilization, targeted case management, linkage and referral, individual therapy, psychological testing/diagnostic services, individual rehabilitation, plan development, and case consultation.
10. DHS will provide clinical, administrative, and safety training for UCC CS staff.
11. DHS will ensure that all services rendered are documented in IBHIS. DHS personnel will adhere to DMH claiming requirements, and guidelines, so that the DMH can submit claims and receive all eligible revenue.
12. DHS will ensure that DHS personnel abide by applicable County, State and Federal laws, regulations, and policies pertaining to the security, privacy, and confidentiality of client information, including IBHIS security policies and procedures.
13. DHS will maintain, and make available to DMH upon request, documentation to support all costs invoiced to DMH under this MOU.
14. DHS will routinely monitor the Federal Exclusion List to ensure DHS personnel are eligible to claim for Medicare and Medi-Cal services.

VII. SHARED RESPONSIBILITY

1. DMH and DHS will convene regular meetings to monitor the implementation of the UCC CS and make staffing or program modifications as mutually agreed to by both departments and as appropriate to improve service delivery.
2. DMH and DHS will monitor the utilization of the UCC CS and will make staffing modifications as mutually agreed to by both departments to effectively and efficiently operate the program as needed.
3. DMH and DHS will participate in Quality Assurance and Quality Improvement activities as follows:
 - a. DMH will provide quality assurance, IBHIS, claiming, and clinical documentation trainings to DHS personnel.
 - b. DMH will provide quality assurance and quality improvement oversight and consultation.
 - c. DMH will conduct routine quality assurance reviews to ensure, claiming, clinical documentation, attestation and other required processes meet County, State, Federal and County requirements.

- d. DMH will notify DHS of its findings within 15 business days after completion of a quality assurance review. The findings will include, but may not be limited to, an explanation of any reported deficiencies and potential denied claims, estimated value of the denied claims, and other financial and or administrative activities required to provide quality care.
 - e. DMH will request a Corrective Action Plan (CAP) from DHS, when deficiencies have been identified through the quality assurance review process.
 - f. DHS will review and correct all quality assurance deficiencies as appropriate within 10 business days of receipt of DMH Quality Assurance Review document. Once the modifications or corrections have been accepted by DMH, DHS' audit liability will end.
 - g. DHS will develop and submit a CAP to DMH no more than 20 business days after notification by DMH of findings from the quality assurance review.
 - h. DMH will accept or reject DHS' CAP within 10 business days after receipt of the plan.
- 4. Both Departments agree to meet with the Los Angeles County Chief Executive Officer (CEO), or his/her designee, to discuss responsibility any shortfall between the amount billed by DHS to DMH for costs associated with staffing and ambulance transportation, and the revenue received by DMH for billed services specifically associated with this effort.
 - 5. In the event of disagreements between DMH and DHS related to any matter contained herein, both Departments will attempt to resolve issues. In the event the issues cannot be resolved at the Department level, the CEO may be involved in the resolution; however the intent of the MOU is that DMH is fully responsible for the costs associated with the operation of the UCC program.
 - 6. Both parties will immediately notify the other party upon the learning of any adverse event, critical incident, accident, regulatory complaint, claim, or lawsuit relating to services performed pursuant to this MOU.
 - 7. Both Departments will develop any individual or joint protocols and revise any policies, procedures, or practices as is necessary to implement the understandings reached in this MOU.
 - 8. Both parties will comply with all laws and regulations in the performance of their responsibilities under this MOU.

VIII. FINANCIAL PROVISIONS

DMH shall reimburse DHS for its actual incurred costs associated with providing the staffing required in this MOU as defined more specifically below and for DHS' costs associated with ambulance transportation for patients from the UCC CS to the OV-UCLA MC PES. Such DHS staff providing services required by this MOU may be DHS employees or DHS contracted staff, and are referred to in this MOU as "DHS personnel".

For purposes of this MOU, "costs associated with providing the staffing" means: (a) the salaries and variable employee benefits related to time spent by individual DHS employees operating and providing services in the UCC CS, including those personnel who are performing registration, and (b) the amounts paid to a contracted vendor for time spent by contracted personnel

providing services in the UCC CS. "Time spent providing services" includes time spent documenting and providing DMH assistance with billing. "Variable employee benefit costs" are those benefits that vary in amount based on the employee's salary or position, such as retirement benefits, health care coverage, and employment related taxes. Fixed employee benefits such as pension bonds or workers' compensation insurance costs are not included. Salary costs associated with UCC CS shall be determined from the Labor Cost Distribution Report. "Costs associated with providing the staffing" also does not include any salary or benefit costs associated with DHS supervisors who are not providing services in the UCC CS, costs related to any overhead or support functions at DHS, such as Human Resources, or costs associated with providing malpractice coverage for DHS employees or contractors who are providing services in the UCC CS.

DMH has the sole right to bill Medi-Cal and other payers for the services provided by DHS personnel in the UCC CS and to retain revenue generated by the UCC CS.

DMH will be responsible for building-related expenses (such as depreciation, utilities, phones, housekeeping, security, services and supplies, and premises liability coverage). DMH will bear its own costs for administration and support of the UCC CS, including but not limited to costs related to claims processing and the quality assurance activities discussed in section VII.3.a. DMH will arrange for the provision of laboratory and medication services ordered or prescribed by DHS, and will fund the costs of those services. DMH will be responsible for the ambulance costs for transporting patients from the UCC CS to the OV-UCLA MC PES.

For each fiscal year beginning with Fiscal Year 2016-17, the parties will work together to develop the budgeted amount necessary to implement this MOU. The budgeted amount will be adjusted as necessary to account for Board approved cost of living adjustments.

IX. PRIVACY, SECURITY, AND CONFIDENTIALITY

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance: The parties acknowledge and understand that they are part of the County's single HIPAA designated health care component and have obligations under HIPAA with respect to the confidentiality, privacy, and security of client medical information. Each party agrees to comply with such obligations.

DHS acknowledges that all information and records obtained by DHS personnel providing UCC CS services under this MOU are confidential and any disclosures of such information shall be in accordance with HIPAA, WIC section 5328 et seq., as well as all other applicable State and County laws, ordinances, regulations, and other directives relating to confidentiality.

Breach Incidents and Notification

In the event a potential privacy or security breach involving the UCC CS, DMH shall be responsible for all investigations, notifications, and corrective actions. DHS shall be financially responsible for any regulatory fines and/or penalties imposed on the UCC CS, DMH, or the County that arise from the act or omission of DHS personnel. The Departments agree to

cooperate with each other in the handling of any such investigations, notifications, corrective action, regulatory audits, regulatory investigations, and/or administrative hearings.

X. INVOICES AND PAYMENTS

DMH shall make payments to DHS for Salaries and Employee Benefits and ambulance cost, as defined in section VIII above, consistent with the most recent edition of the Los Angeles County Fiscal Manual procedures.

Payment terms are as follows:

DHS will prepare the Internal Transaction Initiator (ITI) and the Internal Transaction Agreement (ITA) documents to bill DMH within 60 calendar days following the end of the month in which service was provided or within 60 days of receiving an invoice, whichever is later. The ITI/ITA must indicate the actual period to which the charges relate. DMH must accept or reject charges within 30 calendar days of the ITA creation date by approving the ITA in eCAPS. If the ITA has not been approved with 30 calendar days, the Auditor–Controller will process the ITA.

Billings rejected by DMH must be accompanied by a written explanation and signed off by the Chief Financial Officer of DMH and submitted to the Auditor-Controller's Accounting Division with a copy concurrently provided to DHS Finance. The time frames for billing and rejecting charges are subject to change during each fiscal year's year-end closing process. The Auditor-Controller's annual year-end closing instructions to departments should be reviewed to obtain the pertinent processing dates. DMH shall assure that it has adequate appropriated funds to pay DHS for services under this MOU. If DMH's appropriation is inadequate to pay DHS, it shall seek supplemental appropriation from the Board of Supervisors, unless alternative arrangements are made by the mutual agreement of the parties.

XI. LIABILITY

DHS is financially responsible for any liability incurred by or because of DHS personnel, but only in proportion to, and to the extent that, such liability is caused by the negligent or intentional acts or omissions of DHS personnel. DMH is financially responsible for any premises liability. Otherwise, the parties will each be responsible for their own actions.

XII. GENERAL PROVISIONS

Amendments. This MOU may be amended or revised as the parties deem necessary to further the purpose and intent of this MOU; any amendments or revisions shall be by a written amendment to the MOU signed by both parties.

Dispute Resolution. The parties agree that any dispute regarding this MOU should be resolved amicably by the Departments. In the event the Departments are unable amicably to reach resolution, the parties agree that the CEO, in consultation with County Counsel, may review and resolve the dispute.

DEFINITION OF TERMS

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:

- “CAP” means Corrective Action Plan.
- “CEO” means Los Angeles County Chief Executive Officer.
- “DHS” means Department of Health Services.
- “DMH” means Department of Mental Health.
- “FTE” means Full-Time Employee.
- “HIPAA” means Health Insurance Portability and Accountability Act of 1996.
- “IBHIS” means Integrated Behavioral Health Information System
- “ITA” means and the Internal Transaction Agreement.
- “ITI” means the Internal Transaction Initiator.
- “LPS” means Lanterman-Petris-Short Act.
- “MOU” means Memorandum of Understanding.
- “OV-UCLA MC PES” means Olive View-UCLA Medical Center's Psychiatric Emergency Service.
- “SA” means Service Area.
- “SDHCS” means State Department of Health Care Services.
- “UCC” means Mental Health Urgent Care Centers.
- “UCC OP” means Olive View Community Mental Health Urgent Care Center.
- “UCC CS” means Urgent Care Crisis Stabilization Program.
- “WIC” means Welfare & Institutions Code.