

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Electroconvulsive Treatment (ECT) Services

EXHIBIT C

REQUEST FOR STATEMENT OF QUALIFICATIONS
STATEMENT OF WORK



Statement of Work (SOW)
TABLE OF CONTENTS

SECTION	TITLE	PAGE
	INTRODUCTION.....	1
1.0	SCOPE OF WORK	1
2.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	1
3.0	QUALITY CONTROL	2
4.0	QUALITY ASSURANCE PLAN	2
5.0	DEFINITIONS	3
6.0	RESPONSIBILITIES.....	3
	<u>COUNTY</u>	
6.1	Personnel.....	3
6.2	Intentionally Omitted	3
	<u>CONTRACTOR</u>	
6.3	Project Manager.....	3
6.4	Personnel.....	3
6.5	Identification Badges.....	4
6.6	Materials and Equipment.....	4
6.7	Training	4
7.0	INTENTIONALLY OMITTED.....	4
8.0	WORK SCHEDULES	4
9.0	REFERRALS	4
10.0	SPECIFIC WORK REQUIREMENTS.....	4
11.0	GREEN INITIATIVES.....	7
12.0	PERFORMANCE REQUIREMENTS	7
	<u>EXHIBTS</u>	
	C-1 Intentionally Omitted	
	C-2 CONTRACT DISCREPANCY REPORT	
	C-3 BILLING PROCEDURES	
	C-4A INVOICE SUMMARY FORM	
	C-4B INVOICE DETAIL FORM	
	C-5 GLOSSARY OF TERMS AND ACRONYMS	

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 Electroconvulsive Treatment (ECT), to Medi-Cal Beneficiaries or uninsured beneficiaries. ECT is a planned induction of a seizure through electrical means for therapeutic purposes (Title 9 California Code of Regulations (9 CCR § 836 (a))).

If the beneficiary has been assessed by LACDMH to meet the criteria for ECT to address their included diagnosis and other less invasive treatments have been found to be ineffective, then LACDMH may pre-authorize ECT services with the Managed Care Plan (MCP). LACDMH shall be responsible for payment of the psychiatric professional services only. The MCP shall be responsible for payment of facility fees and anesthesia services. Contractor shall invoice LACDMH for the psychiatric professional services only and invoice the MCP separately for the facility fees and anesthesia services.

1.0 SCOPE OF WORK

Contractor shall treat Medi-Cal beneficiaries or uninsured beneficiaries that require ECT services referred by LACDMH only.

ECT services shall be provided by Contractor solely on an as needed basis, and only to those referred and pre-authorized by LACDMH. There is no guaranteed number of referrals. There is no guaranteed funding associated with this Master Agreement (MA). Reimbursement for outpatient ECT psychiatric professional services will only be made for clients referred by LACDMH. Contractor shall follow Exhibit C-3 Billing Procedures and SOW Exhibit C-4 Invoice Forms for reimbursement.

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 scheduled by LACDMH.

4.2 Contract Discrepancy Report (SOW Exhibit C-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 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 approval to the facility via secured email and/or 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 ECT services.

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.
- 6.4.3 Contractor is responsible for designating required tasks to the appropriately qualified staff. These responsibilities should be clearly defined in the policy and procedure manual.
- 6.4.4 Contractor shall ensure that the ECT psychiatrist is credentialed and privileged by the facility to perform ECT. Contractor shall provide LACDMH a credentialed and privileged list of ECT psychiatrists upon request.

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

6.6.1 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

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

6.7.2 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 REFERRAL

LACDMH will make all referrals to Contractor for ECT services. Referrals will be made on an as needed basis and only when LACDMH pre-authorizes them. Self-referrals or referrals from other entities to ECT contractors will not be reimbursed by LACDMH. .

10.0 SPECIFIC WORK REQUIREMENTS

10.1 LACDMH shall request the Contractor to perform ECT services for a beneficiary and will provide the signed Informed Consent Form, the Pre-Treatment Review Committee Statement form, and patient documentation (treatment history).

10.2. POST-TREATMENT REVIEW COMMITTEES

10.2.1 Contractor shall designate a Post-Treatment Review Committee for ECT services performed. This committee shall consist of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect to verify the appropriateness and need for such treatment (9 CCR § 847 (a),(b)).

10.2.2 Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

10.2.3 The committee shall review all electroconvulsive treatments given in the facility on a quarterly basis (9 CCR § 847 (a)).

- 10.2.4 If treatments are initiated in a facility and then continued outside that facility, the physician who continues treatments shall report the total number of treatments to the facility. Any such treatments shall be reviewed by the facility's review committee (9 CCR § 847 (a)). The number of treatments administered inpatient vs outpatient shall be identified.
- 10.2.5 LACDMH Director or its designee shall approve the establishment of a post ECT treatment review committee by the Contractor providing ECT (9 CCR § 847 (b)).
- 10.2.6 Records submitted to these committees shall have data identifying the patient deleted, except where disclosure is otherwise authorized by WIC § 5328, et seq. (9 CCR § 847 (b)).
- 10.2.6 Records of these committees will be subject to availability in the same manner as are the records of other hospital utilization and audit committees and to other regulations as are promulgated by the Director of Mental Health (WIC § 5326.91).
- 10.2.7 Persons serving on review committees will enjoy the same immunities as other persons serving on utilization, peer review, and audit committees of health care facilities (WIC § 5326.91).
- 10.2.8 Refusal by any facility or physician to submit ECT cases for review, shall be reported by the review committees to LACDMH's Director or its designee who may take any or all of the actions specified in Section 4.10.2.2 (9 CCR § 847 (c)).

10.3 TREATMENT AND DURATION OF ECT

- 10.3.1 Convulsive treatments shall be considered excessive if more than 15 treatments are given to a patient within a 30-day period, or a total of more than 30 treatments are given to a patient within a one-year period (9 CCR § 849 (a)).
- 10.3.2 If, in the judgment of the ECT attending physician, more than the above limits are indicated, prior approval must first be obtained from the Post Review Committee of the facility (Section 4.6.1) or the County (Section 4.6.2), whichever is appropriate (9 CCR § 847 (b)).
- 10.3.3 Requests for approval shall include the following:
 - 10.3.3.1 Documentation of the diagnosis;
 - 10.3.3.2 The clinical findings leading to the recommendation for the additional treatments;
 - 10.3.3.3 The consideration of other reasonable treatment modalities and the opinion that additional treatments pose less risk than

other potentially effective alternative available for the particular patient at the present time; and
10.3.3.4 The maximum number of additional treatments shall be specified.

10.3.4 The Post Review Committee of the facility shall act upon any such request within seven (7) days of its receipt and shall document the maximum number of approved additional treatments. All applicable informed consent procedures shall also be followed (9 CCR § 847 (b)).

10.4 MONTHLY REPORTING REQUIREMENTS

10.4.1 Contractor shall report to LACDMH on the Monthly Report Administered Convulsive Treatments Form (Attachment 3) on a monthly basis for ECT services performed during the prior month. (9 CCR § 838 (b)). The Monthly Report must be on the form established by LACDMH.

10.4.2 When more than one seizure is induced in a single treatment section, each seizure shall be considered a separate treatment for records-keeping and reporting purposes (9 CCR § 836 (a)).

10.4.3 All deaths occurring during the administration of ECT must be reported to the Los Angeles County Department of Medical Examiner-Coroner.

10.4.4 If an autopsy is performed, a report of the coroner's findings should accompany the monthly report. If autopsy findings are unavailable, this fact and the reason for this fact must be documented in the monthly report.

10.5 VIOLATION OF STATUTORY REQUIREMENTS

10.5.1 Any physician who intentionally violates statutory requirement described in the SOW shall be subject to a civil penalty of not more than five thousand dollars (\$5,000) for each violation. Such penalty may be addressed and collected in a civil action brought by the Attorney General in Superior Court.

10.5.2 Such intentional violation shall be grounds for revocation of license (WIC § 5326.9 (d)).

10.5.3 Any alleged or suspected violation of an individual's statutory rights related to ECT shall be investigated by LACDMH or its designee. Violations of requirements described in Sections 10, inclusive, shall also be investigated by the Director of the State Department of Health Care Services or his/her designee (WIC § 5326.9 (a)).

10.5.4 If it is determined by LACDMH or the Director of the State Department of Health Care Services that a right has been violated, a formal notice of violation shall be issued (WIC § 5326.9 (a)).

10.5.5 Upon issuing a notice of violation, either LACDMH or the Director of Health Care Services may take any or all of the following actions:

- 10.5.5.1 Assign a specified time period during which the violation shall be corrected (WIC § 5326.9 (b) (1)).
- 10.5.5.2 Refer the matter to the Medical Board of California or other professional licensing agency (WIC § 5326.9 (b) (2)).
- 10.5.5.3 Revoke a facility's designation and authorization under WIC § 5404 to evaluate and treat persons detained involuntarily (WIC § 5326.9 (b) (3)).
- 10.5.5.4 Refer any violation of law to a local district attorney of the Attorney General for prosecution in any court with jurisdiction (WIC § 5326.9 (b) (4)).
- 10.5.5.5 If the Contractor fails to submit the monthly reports in Section 10 by the 15th of the month following completion of the previous month, shall be notified by LACDMH of the legal obligation to submit the monthly reports (9 CCR § 838.2).
- 10.5.5.6 Failure to comply within 15 days after such notification shall be reported to the Director of the State Department of Health Care Services who may take any or all of the actions specified in Section 4102.2 (9 CCR § 838.2).

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 in this SOW and all Exhibits 1 through 5 to be 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.

Electroconvulsive Therapy 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 (MA). This MA is also subject to any additional restrictions, limitations, or conditions imposed by the federal government, which may affect the provisions or funding for this MA.

The Department of Mental Health (DMH) will pay Contractor for eligible services provided under this MA and in accordance with the terms and conditions of these billing procedures.

- 1.0** In order to receive reimbursement, Contractor shall:
 - 1.1 Follow all LACDMH Provider Alert, procedures and other instructions from the Department.
 - 1.2 Obtain pre-authorization from the Department for client receiving Electroconvulsive Therapy (ECT) services on a weekly or, as needed, basis.
 - 1.3 Submitting correct and complete documentation within time line required in the policies and procedures.

- 2.0** Invoices: Contractor shall submit Psychiatrist Services claims for the month on the Exhibit C-4A, Invoice Summary Form and Exhibit C-4B Invoice Detail, for reimbursement by the 15th day of the following month after the month of service. The Invoice Summary and Detail are attached for reference. The Contractor shall subtract any share of cost received from the Contractor's reimbursement amount. The Invoice Summary indicates the units, rates, share of cost and net payment. The Invoice Detail indicates the name of clients, name of psychiatrist, date of service, unit session, rate, share of cost, net payment, etc. Ensure that the forms are signed before submitting to DMH designated email address. Only Psychiatrist Services will be reimbursed.

- 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 this MA, the overpayment shall be due by Contractor to County. County will provide Contractor with written notice of all such overpayments. Contractor shall respond in writing to County's notice within 30 days.

- 4.0** Contractor Appeal Procedures: Contractor shall appeal the processing or payment of any of its claims for ECT Services or the denial of any request for reimbursement of ECT Services.

- 5.0** County Audit Settlements: If, at any time during the term of this MA or at any time after the expiration or termination of this MA, authorized representatives of County conduct an audit or review regarding the ECT 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 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 (61st) 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 MA, County shall not be obligated for Contractor's performance hereunder or by any provision of this MA during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this MA in County's Budget for each such fiscal year.

7.0 Suspension of Payments: Payments to Contractor under this MA shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this MA. 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 MA, this MA shall not be effective and binding upon the parties unless and until County's Board of Supervisors (BOS) 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 BOS 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 M A, then this MA 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 Claims Processing Information System (CPIS) 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 MA, only those services preauthorized by

DMH shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's CPIS is accurate and complete. Contractor has responsibility to review all provider reports and to report any discrepancies to County's CPIS representatives. Admission data must be entered by Contractor into the County's CPIS within 24 hours of the time of admission.

- 9.3 After the close of the monthly County's CPIS 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 CPIS all data and information documenting days of service before the close of a particular month. If, after the close of the monthly CPIS 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 CPIS. 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 CPIS. Notwithstanding any other provision of this MA, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's CPIS.
- 9.5 Contractor shall train its staff in the operation, procedures, policies, and all related use, of County's CPIS as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's CPIS.

GLOSSARY OF TERMS AND ACRONYMS

Beneficiary: Patient or client.

Contractor: Contracted providers with LACDMH for the delivery of ECT mental health services for all ages. The Contractor will bill LACDMH for psychiatrist services and bill Managed Care Plan for the facility cost and the anesthesiologist services.

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.

ECT: Electroconvulsive Therapy services is a planned induction of a seizure through electrical means for therapeutic purposes.

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.

Intensive Care Division (ICD): This is the Division in Los Angeles County Department of Mental Health that has responsibility for contracting related to higher levels of care for Specialty Mental Health Services. This Division will review, authorize, and assist with linking the patient to a contracted ECT provider within the Los Angeles County Department of Mental Health Network.

LACDMH: Los Angeles County Department of Mental Health.

LMHP: Local Mental Health Plan which is Los Angeles County Department of Mental Health.

MCP: Managed Care Plan (e.g., LA Care or HealthNet).

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.

Monthly Report Administered Convulsive Treatments Form: Form established by LACDMH for the Contractor to report on a monthly basis ECT services performed during the prior month. (9 CCR § 838 (b)).

Post-Treatment Review Committee: The Contract Hospital shall establish this committee, which consists of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect to verify the appropriateness and need for such treatment (9 CCR § 847 (a),(b)).

Pre-Authorized: Mental Health services that requires pre-authorization from Los Angeles County Department of Mental Health.

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 Los Angeles County Department of Mental Health and its contracted service providers.

Referrals: Beneficiaries shall be referred by LACDMH for ECT services that LACDMH pre-authorized.

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.

Unservd: 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.