**COUNTY OF LOS ANGELES**

MARVIN J. SOUTHARD, D.S.W.
*Director*

SUSAN KERR
*Chief Deputy Director*

RODERICK SHANER, M.D.
*Medical Director*

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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*BOARD OF SUPERVISORS*
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ZEV YAROSLAVSKY
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**DEPARTMENT OF MENTAL HEALTH**

http://dmh.co.la.ca.us

May 6, 2004

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40 MAY 18 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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

Dear Supervisors:

**APPROVAL OF STATE HOSPITAL BED PURCHASE AND USAGE AGREEMENT NO. 03-73223-000 WITH THE STATE DEPARTMENT OF MENTAL HEALTH FOR FISCAL YEAR 2003-2004 ALL SUPERVISORIAL DISTRICTS (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and accept the State Department of Mental Health's (SDMH) Hospital Bed Purchase and Usage Agreement No. 03-73223-000 (Attachment I) with the County of Los Angeles Department of Mental Health (DMH), allowing the County to purchase and use the beds at the State Hospitals for Fiscal Year (FY) 2003-2004, effective July 1, 2003 through June 30, 2004. The anticipated State Hospital bed usage for FY 2003-2004 of $44,645,000 is included in the Adopted Budget.

2. Authorize the Director of Mental Health, or his designee, to sign two (2) copies of the State Hospital Bed Purchase and Usage Agreement No. 03-73223-000 and forward both originals to SDMH.

3. Approve and authorize the Chairman to sign and execute an original Resolution (Attachment II) specifying that the Board has approved the State Hospital Bed Purchase and Usage Agreement No. 03-73223-000 for FY 2003-2004.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The State has jurisdiction over the Atascadero, Metropolitan, Napa, and Patton State Hospitals, which provide services to persons with mental disorders, in accordance with the California Welfare and Institutions Code (WIC). The Agreement allows the County to purchase and use the beds at the State Hospitals for FY 2003-2004. The State

Hospital Bed Purchase and Usage Agreement is retroactive to July 1, 2003 as a result of the late submission of the Agreement to the County by SDMH. Untimely submission of this Board letter meets the exemption criteria shown in the Chief Administrative Officer's September 7, 2000 memo regarding timely submission of Board letters related to contracts, since the Agreement was received by the Department on January 27, 2004, well past the effective date of July 1, 2003.

**Implementation of Strategic Plan Goals:**

The recommended Board action is consistent with the County's Seventh Goal - "Health and Mental Health". Board approval of this request will allow the County to fulfill its statutory duties regarding community mental health services.

**FISCAL IMPACT/FINANCING**

There is no impact on net County cost. Although the total amount payable by the County to the State, as indicated in the State agreement, is $42,568,911, the County is also responsible for any additional cost resulting out of bed usage in excess of the contracted amount as indicated in Exhibit B, Section I.B of the Agreement. The anticipated State Hospital bed usage for FY 2003-2004 of $44,645,000 is included in the Adopted Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The State Hospital Agreement is for the period of July 1, 2003 through June 30, 2004 and will allow use of the State Hospital beds for the mental health consumers in the County of Los Angeles.

Section 4330 of the WIC requires counties to reimburse the State for use of State Hospital beds. The State Hospital cost computation and the total amount payable by the County to the State is indicated in Exhibit B of the Agreement.

The general terms of DMH's Agreement with the State are essentially dictated by the State from year to year. These provisions are usually provided by the State during the year, or in this case at the end of the year, and are then brought to your Board for approval, effective the beginning of the fiscal year. State law (WIC Section 4331d) provides that, in such an instance, the number of beds provided shall be the same as the previous year, at the rates set by the State, and that the parties can thereafter enter into a contract to more specifically set the terms which is the present situation. The State has now provided DMH with the required contract terms, which is the subject of this Board letter.

Under this Agreement, the County has the following responsibilities:

- Screen, determine the appropriateness and authorize all referrals for admission of County patients to the State Hospitals.
- Assist the hospital social services staff to initiate, develop, and finalize discharge planning and necessary follow-up services.
- Assist in the screening of County patients for alternative placements and facilitate such placements.
- Review the quantity and quality of services provided at the State Hospitals to the County mental health consumers.

Clinical and administrative staff of DMH are assigned to review and evaluate the services provided to the patients at the State Hospitals to ensure that Agreement provisions and departmental policies are being followed.

The attached State Hospital Bed Purchase and Usage Agreement and Resolution have been approved as to form by County Counsel and have been reviewed by the Mental Health Commission on March 25, 2004.

All of the mental health services funded by Realignment funds are handled through Statutory Trust Accounts and are not included in SDMH's total contract encumbrance amount to the County.

**CONTRACTING PROCESS**

This subject does not apply.

**IMPACT ON CURRENT SERVICES**

This agreement will enable DMH to continue placement of mental health consumers in the State Hospitals, when appropriate.

**CONCLUSION**

The Department of Mental Health will need one (1) copy of the Board's action and one (1) certified copy of the attached Resolution. It is requested that the Executive Officer of the Board notify the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:RK:CK:mi

Attachments (2)

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Chairperson, Mental Health Commission

STATE OF CALIFORNIA
**STANDARD AGREEMENT**
STD 213 (Rev 09/01)

# ATTACHMENT I

AGREEMENT NUMBER
**03-73223-000**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
**Department of Mental Health**

CONTRACTOR'S NAME
**Los Angeles County Mental Health**

2. The term of this Agreement is: **July 01, 2003 through June 30, 2004**

3. The maximum amount of this Agreement is: **$ 0.00** **No Dollars and No Cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|---|---|
| Exhibit A – Scope of Work | 16 pages |
| Exhibit B – Budget Detail and Payment Provisions | 3 pages |
| Exhibit C – General Terms and Conditions (Exhibit C is not applicable to this Agreement) | 0 pages |
| Exhibit D - Special Terms and Conditions | 3 pages |
| Exhibit E -- Additional Provisions | 2 pages |

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

## CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
**Los Angeles County Mental Health**

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
**550 South Vermont, 12th Floor**
**Los Angeles, CA 90020**

## STATE OF CALIFORNIA

AGENCY NAME
**Department of Mental Health**

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
**William A. Avritt, Deputy Director**
**Administrative Services**

ADDRESS
**1600 9th Street**
**Sacramento, CA 95814**

*California Department of General Services Use Only*

**Exempt for Compliance with the Public Contract Code, the State Administrative Manual, and from approval by the Department of General Services per Section 4331(a) of the Welfare and Institutions code.**

# EXHIBIT A
# STATE HOSPITAL BED PURCHASE AND USAGE

## SCOPE OF WORK

### I. PURPOSE AND DESCRIPTION OF SERVICES

A. Facilities, Payments and Services

Section 4330 of the California Welfare and Institutions Code (WIC) requires counties to reimburse the State Department of Mental Health, hereafter referred to as the "DMH" or "Department," for use of state hospital beds/services provided pursuant to Part 1 (commencing with Section 5000) of Division 5 of the WIC. The County shall compensate the DMH and the DMH agrees to provide the services, including staffing, facilities, equipment and supplies in accordance with the provisions of Exhibit B of this Standard Agreement, hereafter referred to as the "Agreement."

The DMH has jurisdiction over Atascadero, Metropolitan, Napa and Patton State Hospitals, which provide services to persons with mental disorders, in accordance with the WIC Section 4100 et seq. The DMH shall operate the hospitals continuously throughout the term, as indicated under Exhibit D, I (Term), with at least the minimum number and type of staff which meet applicable state and federal regulations and which are necessary for the provisions of the services hereunder. County reimbursements shall be made in accordance with Exhibit B of this Agreement.

B. County Responsibility

1. The County may review the quantity and quality of services provided pursuant to this Agreement, including the following:

   a. Medical and other records of county patients. A copy of the review report, if any, shall be provided to the hospitals.

   b. Hospital procedures for utilization review and quality assurance (QA) activities and related committee minutes and records, except for privileged communications and documents.

   c. Periodic meetings regarding the quantity and quality of services are encouraged with the hospital Medical Director, or designee.

2. The County shall screen, determine the appropriateness of, and authorize all referrals for admission of county patients to the hospitals. The County shall, at the time of admission, provide admission authorization, identify the program to which a patient is being referred, and identify the estimated length of stay for each county patient. However, the hospital Medical Director or designee shall make the

determination of the appropriateness of a county referred patient for admission to a hospital and assign the patient to the appropriate level of care and treatment unit.

3. The County shall provide such assistance as is necessary to assist the hospital treatment staff to initiate, develop and finalize discharge planning and necessary follow-up services.

4. The County shall provide such assistance as is necessary to assist in the screening of county patients for alternative placements, and shall facilitate such placements.

5. The County shall provide case management services, as defined in H (Coordination of Treatment/Case Management) of Exhibit A.

C. Description of Covered Hospital Services

1. The DMH shall provide Lanterman-Petris-Short (LPS) hospital services only to those persons referred by the County specifically for services under this Agreement, including those admitted pursuant to Sections 1370.01 of the Penal Code (PC) and Murphy Conservatorship (Section 5008(h)(1)(B) of the WIC). When patients, committed pursuant to provisions of the PC are converted to LPS billing status they shall become the financial responsibility of the county of first admission and part of that county's LPS dedicated bed capacity as described in F (Admission and Discharge Procedures) of Exhibit A.

   Former inmates of the California Department of Corrections (CDC) who convert to Murphy Conservatees following concurrent Incompetent to Stand Trial (IST) commitments will, at the expiration of their CDC commitment, be the responsibility of the county that sent the inmate to prison.

   The County Mental Health Director, or designee, shall be involved in the conversion process and the conversion shall be made in accordance with the provisions of P (Notices), item 4 of Exhibit A and the provisions of Divisions 5 and 6 of WIC.

   The following services are provided:

   Psychiatric and Ancillary Services-

   The DMH shall provide inpatient psychiatric health care and support services, including appropriate care and treatment to county patients who suffer from mental, emotional or behavioral disorders and who have been referred to the hospitals by the County.

   The DMH shall not refuse to admit patients referred from the County when the County has a bed available within its dedicated capacity and the patient, in the judgment of the hospital Medical Director or designee, meets the established criteria for admission, and any other provisions contained in this Agreement.

The hospitals shall provide psychiatric treatment and other services in accordance with all applicable laws and regulations, including, but not limited to, Title 22 and Title 9 of the California Code of Regulations (CCR).

The hospitals shall provide all ancillary services necessary for the evaluation and treatment of psychiatric conditions. To the extent possible, medical procedures performed prior to a patient's admission to the hospital shall not be duplicated.

2. Expert Testimony

The DMH and the counties shall provide or cause to be provided expert witness testimony by appropriate mental health professionals in legal proceedings required for the institutionalization, admission, or treatment of county patients. These proceedings may include, but not be limited to, writs of habeas corpus, capacity hearings (Reise) as provided in Section 5332 et seq. of the WIC, conservatorship, probable cause hearings, court-ordered evaluation and appeal and post-certification proceedings.

3. Health Care Services

The DMH shall provide or cause to be provided any health care services, including physician or other professional services, required by county patients served pursuant to this Agreement. In cases where non-emergent or elective medical/surgical care is recommended by hospital medical staff and where the cost for such care is likely to exceed $5,000, the hospital Medical Director shall confer with the County's Medical Director, or designee, regarding the provision of service, including the option that, at the County's discretion, the County may make arrangements for the provision of such service.

4. Electro-Convulsive Therapy

The hospitals may cause to be provided Electro-Convulsive Therapy, herein referred to as "ECT," in accordance with applicable laws, regulations, and established state policy.

5. Transportation

Transportation to and from the hospitals, including court appearances, county-based medical appointments or services, and pre-placement visits and final placements, shall be the responsibility of the County. The County shall also be responsible for transportation between hospitals when the County initiates the transfer. Other transportation between state hospitals and transportation to and from local medical appointments or services shall be the responsibility of the hospitals.

D. Standards of Care

1. Staffing

a. The hospitals shall staff each hospital unit, which provides services under this Agreement in accordance with acceptable standards of clinical practice, applicable state staffing standards and any applicable court orders or consent decrees. The DMH shall provide administrative and clerical staff to support the staffing specified and the services provided hereunder.

b. The hospitals shall make a good faith effort to provide sufficient bilingual staff with experience in a multicultural community sufficient to meet the needs of patients treated pursuant to this Agreement.

2. Licensure

The hospitals shall comply with all applicable federal and state laws, licensing regulations and shall provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The hospitals, which are accredited, shall make a good faith effort to remain accredited by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) throughout the term of this Agreement.

3. Patient Rights

a. The hospitals shall in all respects comply with federal and state requirements regarding patient rights in accordance with Sections 5325 and 5325.1 of the WIC and Sections 862 through 868 of Title 9 of the CCR. The hospitals shall include ECT reporting, as required by law, in its quarterly "Electro-Convulsive Therapy" report submitted to the DMH.

b. The hospitals shall follow established procedures for resolving patient complaints. Patient complaints relating to violations of their rights during their hospitalization shall be handled and resolved by the DMH Contract Advocate, Protection and Advocacy Incorporated. Patients rights issues pertaining to matters outside the jurisdiction of the hospitals, shall be the responsibility of the County's patients' rights advocate. Issues relating to the denial of patients' rights pursuant to Section 5325 of the WIC, shall be reported quarterly to the DMH, as required by law, on the DMH "Denial of Rights" form.

4. Informed Consent

The hospitals shall comply with applicable law relating to informed consent.

E. Planning

The County may participate in regional committees of the CMHDA Long Term Care Committee. Staff from the DMH Long Term Care Services Division and staff from the state hospitals used by regional members may meet with the regional committee at the chairpersons request to discuss program, staffing, and capacity changes. These types of issues may also be discussed between the DMH and the counties as part of the agenda of the CMHDA Long Term Care Committee and when appropriate with the CMHDA Executive Board.

F. Admission and Discharge Procedures

1. Admission and Discharges Procedures

a. Admission Procedures

(1) The County shall be directly involved in referring county patients for admission to the hospitals, discharge planning, and the actual discharge process. When an individual committed pursuant to provisions of the PC is converted to an LPS commitment the County Mental Health Director, or designee, shall be involved as provided in this Agreement and in accordance with the provisions of Divisions 5 and 6 of the WIC.

(2) If the County is below dedicated capacity, it shall have immediate access to a bed for any county patient who is determined by the hospital Medical Director, or designee, to be clinically appropriate for the available bed/service. Admission shall be accomplished in accordance with hospital admitting procedures and admission hours. The hospitals shall make a good faith effort to flexibly accommodate patients referred for admission in a manner, which maximizes access to appropriate hospital beds and services.

(3) If the County is at or above its dedicated capacity, the County may arrange a bed exchange with another county, which is below its dedicated capacity. At the time of admission the hospital shall be provided written authorization from both the referring county and the county whose bed will be used.

(4) If, for any reason, a county patient is in a bed which is inappropriate to that patient's needs, the attending clinician shall develop, in consultation with the treatment team and the County, except when the urgency of the patient's situation precludes such consultation, a plan for transfer of the patient to an appropriate unit in accordance with the treatment plan.

(5) All denials of admission shall be in writing with an explanation for the denial. Denials shall not occur if the patient meets the admission criteria and the County has dedicated capacity available, or has obtained authorization from another county to use its available dedicated capacity. A denial of admission may be appealed as provided in F3a (Appeal Procedures-Admissions), found within this section.

2. Discharge Procedures

a. Discharge planning shall begin at admission.

b. The development of a discharge plan and the setting of an estimated discharge date shall be done jointly by the treatment team and the County's designated case manager. The treatment plan shall identify the discharge plan.

c. A hospital shall discharge a patient at the County's request or in accordance with the approved discharge plan except: (1) if at the time the discharge is to occur, the hospital's Medical Director, or designee, determines that the patient's condition and the circumstances of the discharge would pose an imminent danger to the safety of the patient or others; or, (2) when a duly appointed conservator refuses to approve the patient's discharge or placement. A denial of discharge may be appealed as provided in F3b (Discharges), found within this section.

3. Appeal Procedures

a. Admissions

When agreement cannot be reached between the County's staff and the hospital admitting staff regarding whether a patient meets or does not meet the admission criteria for the bed(s) available the following appeal process shall be followed. When the County's staff feel that impasse has been reached and further discussions would not be productive, the denial of admission may be appealed, along with all available data and analysis to the hospital Medical Director and the County Mental Health Director. Such appeals may be made immediately by telephone. If the hospital Medical Director and the County Mental Health Director are unable to achieve agreement, the case may be referred to the Deputy Director, Long Term Care Services within two (2) working days. The Deputy Director shall discuss the case with the County Mental Health Director and may obtain additional consultation. The Deputy Director shall render a final decision within two (2) working days after receiving the documented basis on which the appeal is based.

b. Discharges

When the hospital Medical Director, or designee, determines that discharge cannot occur in accordance with the approved plan or upon the request of the County, he/she will contact the County's Mental Health Director or designee immediately to review the case and will make every effort to resolve the issues preventing the discharge. If this process does not result in agreement, the case may be referred to the Deputy Director, Long Term Care Services, by the County Mental Health Director within one (1) working day of the hospital's denial. The Deputy Director after consultation with the County Mental Health Director and others will make the final decision within two (2) working days of receiving the documentation of the basis of the disagreement regarding discharge, and communicate this decision to the County Mental Health Director and the hospital Medical Director by telephone followed by written confirmation.

4. Penalties

a. Should the DMH fail to process appeals from the County relating to the denial of admissions or discharges within the timelines specified in the preceding F3a and F3b, the County shall be allowed to use additional bed days equal to the

number of days lost due to the DMH's failure to respond within the established time lines. The penalty days thus provided shall be in the cost center to which the patient in question was referred.

b. If the decision on appeal shall be against the hospital, the County shall be allowed to use additional bed days equal to the number of days lost due to the hospital's failure to admit or discharge the patient in accordance with the County's request.

G. Prior Authorization

The County shall, prior to admission, provide the hospitals with a completed Short-Doyle Authorization Form (MH 1570) and all applicable court commitment orders. An initial projected length of stay shall be identified by the County and addressed in the patient's treatment plan and discharge plan.

H. Coordination of Treatment/Case Management

The parties agree that client services must be integrated and coordinated across levels of care, and that an active case management system is a critical factor in this continuity of care. Accordingly, the parties agree to the following case management system:

1. The County shall develop an operational case management system for county patients, and shall identify a case manager or case management team for each county patient. The duties of the case manager include, but are not limited to:

   a. Providing available assessment information on patients admitted to the hospitals.

   b. Participating in person or by telephone in an initial meeting with the patient and the hospital treatment team within a reasonable time frame after admission, for purposes of participating in the development of a treatment plan and a discharge plan, and to determine the level of the case manager's involvement during the patient's hospitalization. The treatment plan shall form the basis for the treatment and services provided to the county patient.

   c. Meeting, in person, with the county patient and with the hospital treatment team on a regular basis, not to exceed 180 days between meetings, to provide direct input into the development and implementation of the patient's treatment plan.

   d. Ensuring that appropriate alternative placement options are developed as a part of the discharge planning process, and working closely with the hospital treatment teams to assure that discharges take place when and in a manner agreed upon by the hospital Medical Director or designee, and the County Mental Health Director or designee.

2. The hospitals shall encourage and facilitate the involvement of the case managers in the treatment team process, by providing, among other services, notification of

treatment plan conferences or 90-day reviews no less than two weeks prior to the date of the conference or review. The hospitals shall identify an appropriate treatment team member to function as the primary contact for the case manager or the case management team.

3. A treatment plan shall be used for planning services for each county patient, and it shall identify each goal, and objective for the patient with projected time lines for their completion. Development of the treatment plan shall be the responsibility of the hospital with county consultation as requested. The county case manager is to review the treatment plan and indicate in writing his/her agreement or disagreement. The treatment plan shall be developed in accordance with the following requirements:

   a. The plan shall address reasons for admission.

   b. Patient treatment and stabilization directed toward expediting discharge shall be considered the desired outcome for all county patients, and all interventions shall relate to achieving discharge.

   c. Any special treatment needs shall be addressed in the treatment plan.

   d. The hospitals shall provide programs, which assist patients in achieving the objective of returning to a level of community living, (i.e., a facility offering a protective environment, a residential facility, a board and care facility, independent living, etc.).

   e. The treatment plan shall identify responsibility for each item included in the plan.

   f. The treatment plan shall not be changed solely based upon staffing changes within the hospitals.

   g. The county case manager/case management team shall be consulted whenever substantial changes to a patient's treatment plan are under consideration.

4. The case manager shall be encouraged to participate in treatment team meetings, clinical reviews or utilization review meetings and in clinical rounds which relate to county patients.

5. Primary criteria for continued treatment in the hospitals shall include, but not be limited to, the medical necessity of hospitalization within the state hospital setting, including LPS criteria, as reflected within the medical record. The County's Director of Mental Health or designee may conclude that a county patient no longer meets these primary criteria and may direct that the hospital discharge the patient to a facility the County determines to be more appropriate to the patient's treatment requirements. In such cases, discharge must occur within two (2) days of the date an alternative placement option is identified and available except as

provided in F (Admission and Discharge Procedures), item 2c of Exhibit A or otherwise required by law.

6. When agreement cannot be reached between case manager and the treatment team regarding treatment, transfer, and/or discharge planning, the issues shall be referred to the hospital's Medical Director and the County Mental Health Director within three (3) days. On specific treatment issues the Medical Director's decision shall be final. Any agreement or program policy issues arising from discussions which are not resolved between the Medical Director and the County Mental Health Director may be referred to the Chief of Program Policy and Fiscal Support, Long Term Care Services within five (5) working days. The Chief will review the case with the County Mental Health Director. A response on the referred issue will be communicated to the County's Mental Health Director within two (2) working days after the Chief receives the documented basis for the appeal.

I. Bed Usage

1. During the 2003-04 fiscal year, the DMH shall provide, within the hospitals, specific numbers of beds dedicated to the care of only those patients referred by the County, including those admitted pursuant to Section 1370.01 of the PC and Murphy Conservatorships (Section 5008(h)(1)(B) of the WIC). The number and type of beds are specified in Exhibit B-Attachment.

2. For the purposes within this Agreement the term "dedicated beds" shall mean that the hospitals shall ensure that the number of beds contracted for by a county in a particular cost center category shall be available to the county at all times for patients who are appropriate for the services and facilities included in that cost center at the hospital to which the patient is being referred. The County expressly agrees that the hospital admissions, intra-hospital transfers, referrals to outside medical care, and discharges are made in accordance with the admission criteria established by the DMH and the counties, and the judgment of the hospital Medical Director or designee.

3. The County shall be considered to have exceeded its dedicated capacity on any given day on which more county patients are assigned to a cost center than the County has dedicated capacity in that cost center. The County shall only be permitted to use beds in excess of its dedicated capacity when use does not result in denial of access of other counties to their dedicated capacity. The County's use in excess of the Agreement amount shall be calculated as provided in Exhibit B-Attachment of this Agreement.

   The DMH shall review the County's use of state hospital beds in accordance with this Agreement in January 2004, for the period July 1 through December 31, 2003, and in July 2004 for the period January 1 through June 30, 2004, to determine if the dollar value of the County's use has exceeded the dollar value of the County's contracted beds during the respective half year periods of this Agreement.

Excess use is established when the net dollar value of the County's actual use exceeds the contracted amount for the period under consideration. The County shall be obligated to pay the contract amount for the period or the dollar value of the County's actual use for the six-month period whichever is greater.

The County's obligation shall not be reduced below the contract amount set forth in Exhibit B-Attachment.

4. If the County does not contract for any state hospital beds, it may purchase access to a dedicated bed from other counties. Notwithstanding the fact that the County does not purchase any state hospital dedicated bed, the County shall be financially responsible for its use of state hospital resources resulting from, but not limited to, the conversion of PC commitments to Murphy Conservatorships (Section 5008(h)(1)(B) of the WIC).

5. There shall be no increase or decrease in the number of beds provided by the DMH within the hospitals and within a cost center, unless this Agreement is amended by mutual agreement.

6. When the County has a patient at Patton or Atascadero State Hospital, it shall use one of its vacant dedicated beds, in an equivalent cost center at its primary use LPS hospital, to cover the costs of that patient's care at Patton or Atascadero. If the County has no available dedicated capacity, it must obtain the required capacity by purchasing it from a county that has available capacity in the proper cost center, purchase the services from the DMH as provided in the preceding item 3 or by amending this Agreement as provided herein.

7. The DMH, in consultation with the agencies who refer patients to the hospitals, may provide special programs for patients with unique needs, e.g., hearing impairment, Neurobehavioral problems, etc. The County may have access to these beds on a first come first served basis. If the County's dedicated capacity for the cost center in which the specialty unit(s) reside is all in use or if the County does not have any dedicated capacity in the cost center, the County may use any other of its available dedicated capacity to support the admission to the specialty unit(s).

J. Utilization Review

1. The hospitals shall have an ongoing utilization review program which is designed to assure appropriate allocation of the hospitals' resources by striving to provide quality patient care in the most cost-effective manner. The utilization review program is to address over-utilization, under-utilization, and the scheduling or distribution of resources. Hospitals that provide services which are certified for participation in the federal Medicare or Medi-Cal programs shall meet any additional requirements imposed by those certification regulations.

2. County representatives shall take part in the utilization review and performance improvement activities at the hospital program and unit level relating to county patients. County case manager participation in utilization review and discharge

planning may include attendance at treatment team and program meetings. The hospitals shall include the County's monitoring of the quality and appropriateness of the care provided to county patients. Hospitals shall provide the County with information regarding the schedule of hospital-wide and patient specific utilization review activities. The hospitals shall also provide the County, upon request, summary aggregate data regarding special incidents.

3. Utilization review activities shall address the appropriateness of hospital admissions and discharges, clinical treatment, length of stay and allocation of hospital resources to most effectively and efficiently meet patient care needs.

K. Performance Improvement

1. The hospitals shall have ongoing Performance Improvement (PI) activities designed to objectively and systematically evaluate the quality and appropriateness of patient care, pursue opportunities to improve patient care, and resolve identified problems.

2. The hospitals PI activities shall address all of the elements of QA which are required by applicable sections of the Title 22 of the CCR, Federal Medicare certification regulations, and the standards of JCAHO. The hospitals shall provide to the County summary data relating to aggregate review of incident reports, reports of untoward events, and related trend analysis.

3. PI activities shall address the quality of records, including but not limited to, quality review studies and analysis, peer review and medication monitoring procedures, drug use studies, medical care evaluation and standards studies, profile analysis and clinical care standards addressing patient care.

4. In accordance with the provisions outlined in J (Utilization Review), item 2, county representatives may take part in PI activities at the hospitals program and unit levels and in monitoring the quality and appropriateness of care provided to county patients.

L. Exchange of Information

1. The parties agree to make a good faith effort to exchange as much information as is possible, to the extent authorized by law. Such information may include, but not be limited to, medication history, physical health status and history, financial status, summary of course of treatment in the hospitals or county, summary of treatment needs, and discharge summary.

2. The exchange of information will apply only to patients referred by the County who are to be hospitalized, are currently hospitalized, or have been discharged from the hospital. Requests for information regarding any other patient must be accompanied by an authorization to release information signed by the patient.

M. Records

1. Patient Records

The hospitals shall maintain adequate medical records on each individual patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of patient interviews, progress notes, recommended continuing care plan, discharge summary and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

2. Financial Records

The DMH shall prepare and maintain accurate and complete financial records of the hospitals operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to the County's LPS patients, versus other types of patients to whom the hospitals provide services. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of the hospitals shall be documented, and shall be made in accordance with generally accepted accounting principles, and applicable laws, regulations and state policies. The patient eligibility determination and any fee charged to and collected from patients, together with a record of all billings rendered and revenues received from any source, on behalf of patients treated pursuant to this Agreement, must be reflected in the hospital financial records.

3. Retention of Records

a. All financial or patient records for patients who have not yet been discharged shall be retained until the patient has been discharged, at which time the record retention requirements in b through d below shall apply.

b. Financial records shall be retained by the DMH in accordance with the provisions of the State Administrative Manual, Section 1671. This section requires that most financial records, including CALSTARS reports, be kept two (2) years, after two (2) years they are to be kept until audited or four (4) years which ever occurs first. County financial records relating to this Agreement shall be retained in accordance with applicable law, regulation, and county policy.

c. Patient records for adults (age 18 and over) shall be retained by the DMH, for a minimum of seven (7) years from the date of discharge.

d. Patient records of persons under the age of eighteen (18) years who have been discharged shall be retained for one (1) year past the person's eighteenth (18th) birthday, or for seven (7) years, whichever is greater.

e. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the parties to this Agreement, shall be retained by the parties until disposition of such appeals, litigation, claims, or exceptions are completed.

f. Except for records which relate to litigation or settlement of claims, the parties may, in fulfillment of their obligations to retain the financial and patient records as required by this Agreement, substitute photographs, micro-photographs, or other authentic reproductions of such records which are mutually acceptable to the parties, after the expiration and two (2) years following termination of this Agreement, unless a shorter period is authorized, in writing, by the parties.

N. Revenue

The County and the DMH agree to comply with all of the applicable provisions of Sections 7275 through 7278 of the WIC.

The DMH shall collect revenues from patients and/or responsible third parties, e.g., Medicare, Medi-Cal, and insurance companies, in accordance with the provisions of the above-cited sections of the WIC and related state laws, regulations and policies. When the County acts as the conservator of the patient and has control of the patient's estate it shall, on behalf of the patient's estate, pay the DMH for state hospital care in the same way that it pays other financial obligations of the patient's estate.

O. Inspections and Audits

1. Consistent with confidentiality provisions of Section 5328 of the WIC, any authorized representative of the County shall have reasonable access to the books, documents and records, including medical and financial records and audit reports of the DMH for the purpose of conducting any budget or fiscal review, audit, evaluation, or examination during the periods of retention set forth under M (Records) of Exhibit A. The County representative may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided. The County's Mental Health DMH shall not duplicate investigations conducted by other responsible agencies or jurisdictions, e.g., State Department of Health Services (Hospital Licensing), County Coroner's Office, District Attorney's Office, and other review or regulatory agencies. Practitioner specific peer review information and information relating to staff discipline is confidential and shall not be made available for review.

2. The hospitals shall actively cooperate with any person specified in paragraph 1 above, in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate space to conduct such evaluation or monitoring. As each of the hospitals have contracts with several counties, the County agrees that the Executive Director of the

hospitals shall coordinate the access described in paragraph 1, above, in such a manner as to not disrupt the regular operations of the hospitals.

P. Notices

1. Except as otherwise provided in this Agreement, all notices, claims, correspondence, reports, and/or statements authorized or required by contract shall be effective when deposited in the United States mail, first class postage prepaid and addressed as specified in this Agreement.

2. The DMH has designated the Deputy Director, Long Term Care Services to be its Project Coordinator for all issues relating to this Agreement. Except as otherwise provided herein, all communications concerning this Agreement shall be with the Project Coordinator. The County has designated the following as its Project Coordinator and except as otherwise provided herein, all communication concerning this Agreement shall be with the County Project Coordinator:

***Marvin Southard, DSW, Director***

3. The hospitals shall notify the County immediately by telephone or FAX, and in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves one of the county's patients. Such occurrences may include, but are not limited to, homicide, suicide, accident, injury, battery, patient abuse, rape, significant loss or damage to patient property, and absence without leave.

4. The hospitals shall notify the County Mental Health Director or designee by telephone at the earliest possible time, but not later than three (3) working days after the treatment team determines that a patient on a PC commitment will likely require continued treatment and supervision under a County LPS commitment after the patient's PC commitment expires. Such telephone notification shall be followed by a written notification to the County Mental Health Director, or designee, which shall be submitted within ten (10) working days of the date the treatment team's determination that continued treatment and supervision should be recommended to the County. The written notice must include the basis for the hospital's recommendation and the date on which the PC commitment will expire. (See the following item 5.)

   The above notices to the County Mental Health Director, or designee, shall be given not less than thirty (30) days prior to the expiration of the PC commitment. If the hospital does not notify the County at least thirty (30) days prior to the expiration of the PC commitment, the County's financial responsibility shall not commence until thirty (30) days after the hospital's telephone notification.

   The County shall be responsible for making the decision regarding the establishment of an LPS commitment at the expiration of the PC commitment. The County shall notify the hospital, in writing, at least fifteen (15) days prior to the expiration of a patient's PC commitment of its decision regarding the establishment of an LPS commitment and continued hospitalization. If the County decides not to

establish an LPS commitment or to remove the patient from the hospital, the County shall be responsible to transport the patient from the hospital back to the County or another treatment facility or residential placement.

5. The hospitals shall notify the County Mental Health Director, or designee, of the conversion of a patient on LPS status to a PC commitment status that results in the DMH becoming financially responsible for the placement of the patient and removes the patient from the County's dedicated capacity as defined in the preceding I (Bed Usage). The hospital shall notify the County Mental Health Director, or designee, by telephone at the earliest possible time, but not later than three (3) working days after such conversion. Such telephone notification shall be followed by a written notification to the County Mental Health Director, or designee, which shall be submitted no later than ten (10) working days after the patient's conversion.

6. For purposes of this Agreement, any notice to be provided by the County to the DMH shall be given by the County Mental Health Director or by other authorized representatives designated in writing by the County.

Q. Notification of Death

1. The hospital shall notify the County by telephone immediately upon becoming aware of the death of any person served hereunder, if the patient is an inpatient in the hospital or is on leave from the hospital but is still considered an inpatient at the time of death. However, such notice need only be given during normal business hours. In addition, the hospitals shall use its best efforts to, within twenty-four (24) hours after such death, send a FAX written notification of death to the County.

2. The telephone report and written notification of death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name of the hospital representative to be contacted for additional information regarding the patient's death.

## II. SPECIFIC PROVISIONS

A. The DMH has designated the Deputy Director, Long Term Care Services for all issues relating to this Agreement, to be its Project Coordinator. Except as otherwise provided herein, all communications concerning this Agreement shall be with the Project Coordinator.

B. No amendment or modification to the terms and conditions of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed by both parties and approved by DMH.

Any amendments to this Agreement may include increases or decreases in the number of beds purchased within a cost center for the remainder of the current Agreement term. In the case of a decrease in the number of beds purchased within a cost center, the County will remain responsible for the fixed costs of the beds which

are eliminated pursuant to such Agreement amendment, unless the DMH contracts these beds to another entity, in which case the County shall be absolved of all charges for such beds. In the case of an increase in the number of beds purchased within a cost center, the purchase cost shall be the rate established for those beds for the current fiscal year.

C. The parties understand and agree that this Agreement shall not be terminated during its term. The provisions for altering this Agreement during its life are articulated in "B," above.

Section 4331 of the WIC defines the process to be followed in renewing the County's contract for state hospital services. The parties understand that this annual renewal process is for the purpose of ensuring an orderly adjustment in the use of state hospitals by the counties.

D. Should the DMH's ability to meet its obligations under the terms of this Agreement be substantially impaired due to loss of license to operate, damage or malfunction of the physical facilities, labor unions, or other cause, the DMH and the County shall negotiate modifications to the terms of this Agreement which ensure the safety and health of county patients.

# EXHIBIT B
# STATE HOSPITAL BED PURCHASE AND USAGE

## BUDGET DETAIL AND PAYMENT PROVISIONS

### I. CONTRACT AMOUNT AND PAYMENT PROVISIONS

A. The amount payable by the County to the DMH concerning all aspects of this Agreement shall be $42,568,911. The amount reflected here was computed based on the information contained in the Exhibit B-Attachment. The amount represents the application of the "2003-04 Gross Rate to Counties", as published in a letter from DMH to Local Mental Health Directors dated August 6, 2003, entitled "STATE HOSPITAL RATES AND PLANNING ASSUMPTIONS FOR FISCAL YEAR 2003-04" which by this reference is made a part hereof, to the County's contracted beds, less $30.44 per day to reflect the application of anticipated revenue.

B. Any county bed use in excess of the contracted amount, as defined in Exhibit A, I (Bed Usage), during the 2003-24 fiscal year, shall be an additional cost to the County and collected by adjusting the State Controller's Schedule "B" in February 2004 and August 2004.

C. To the degree that revenue projections are not realized, the County shall be responsible for the cost of its state hospital use up to the "2003-24 Gross Rate to Counties" published in Enclosure A of the DMH letter referenced in A, above.

### II. BUDGET CONTINGENCIES

A. This Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner. The DMH and the County mutually agree that if statutory or regulatory changes occur during the term of this Agreement which affect this Agreement, both parties may renegotiate the terms of this Agreement affected by the statutory or regulatory changes.

B. This Agreement may be amended upon mutual consent of the parties. A duly authorized representative of each party shall execute such amendments.

# EXHIBIT B-ATTACHMENT

## LOS ANGELES COUNTY
## STATE HOSPITAL COST COMPUTATION
## July 1, 2003, through June 30, 2004

### 1. BEDS REQUESTED BY HOSPITAL, BY COST CENTER

| Cost Center | Metropolitan | Napa | Total |
|---|---|---|---|
| Acute Psychiatric/Spec. | 61 | N/A | 61 |
| Youth Services | 63 | N/A | 63 |
| Continuing Medical Care (SNF) | 0 | 0 | 0 |
| ICF-Psychiatric Subacute | 183 | 0 | 183 |
| **Total Beds Requested** | **307** | **0** | **307** |

### 2. COUNTY NET RATE FOR 2003-04

| Cost Center | Metropolitan | Napa |
|---|---|---|
| Acute Psychiatric/Spec. | $389.58 | N/A |
| Youth Services | $423.85 | N/A |
| Continuing Medical Care (SNF) | $337.17 | $381.00 |
| ICF-Psychiatric Subacute | $359.79 | $345.69 |

### 3. TOTAL COMPUTED COSTS FOR CONTRACTED BEDS

Methodology: Multiply the county net rate times 366 to find the annualized cost for the cost center. Multiply the annualized cost times the number of beds requested in the cost center to find the annual total cost per cost center.

| Cost Center | Metropolitan | Napa | Total |
|---|---|---|---|
| Acute Psychiatric/Spec. | $8,697,763 | N/A | $8,697,763 |
| Youth Services | $9,773,133 | N/A | $9,773,133 |
| Continuing Medical Care (SNF) | $0 | $0 | $0 |
| ICF-Psychiatric Subacute | $24,098,015 | $0 | $24,098,015 |
| **Total County Costs** | **$42,568,911** | **$0** | **$42,568,911** |

# EXHIBIT B-ATTACHMENT

## LOS ANGELES COUNTY
## STATE HOSPITAL COST COMPUTATION
## July 1, 2003, through June 30, 2004

### 4. NET UTILIZATION CALCULATION METHODOLOGY

For the 2003-04 State Hospital Bed Purchase and Usage Standard Agreement the following methodology will be used to calculate the County's use of state hospital resources, if any, in excess of the contract amount specified in this Agreement.

A. Excess use will be calculated twice during the fiscal year, once in January 2004 for the first six (6) month period and again in July 2004 for the second six (6) month period. The State Controller will be directed to make an adjustment in the Schedule "B" for the county to reflect any excess use charge.

B. The total cost of the County's actual use in all cost centers at Napa and Metropolitan State Hospitals for the six-month period will be calculated. County LPS patients at Atascadero or Patton State Hospitals are charged to the ICF-Psychiatric Subacute cost center at the County's hospital of primary use – Metropolitan or Napa State Hospital. The County will be charged the contract amount or the actual cost of the County's state hospital use whichever is greater.

### 5. BASE CONTRACT AMOUNT

The total of item #3 on page 1 is $42,568,911. This amount appears in I, A of Exhibit B. This amount may be increased as indicated above and to reflect any required adjustment in the $30.44 per day offset as described in Exhibit B.

# EXHIBIT D
# STATE HOSPITAL BED PURCHASE AND USAGE

## SPECIAL TERMS AND CONDITIONS

### I. TERM

The term of the Fiscal Year 2003-04 State Hospital Bed Purchase and Usage Agreement shall be July 1, 2003, through June 30, 2004.

### II. SETTLEMENT OF DISPUTE

Should a dispute arise relating to any issue within this Agreement, the County shall provide written notice specifying the details of the dispute to:

Deputy Director, Long Term Care Services
Department of Mental Health
1600 9th Street
Sacramento, CA 95814

Such written notice shall reference this Agreement, including the Agreement number. The Deputy Director, or his designee, will consult with the County and review the factors in the dispute before providing a written response to the County. The County shall complete this dispute resolution process prior to exercising any other remedies which may be available, except those described in Exhibit B, I, item B (Contract Amount and Payment Provisions).

### III. INDEMNIFICATION AND INSURANCE

A. Except as provided in the following paragraph B and to the extent authorized by law, and as provided for in Section 895 of the California Government Code the DMH shall indemnify and hold harmless the County, its officers, agents and employees from all claims, losses and demands or actions for injury or death of persons or property damage arising out of acts or omissions of the DMH, its officers, agents or employees in performance related to the provisions of this Agreement.

B. County warrants that it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure the perils of bodily injury, medical, professional liability and property damage. The County shall indemnify and hold harmless and defend the state, its officers, agents and employees from all claims, losses and demands or actions for injury or death of persons or damages to property arising out of acts or omissions of the County, its officers, agents or employees in performance related to this Agreement.

## IV. CONFIDENTIALITY

A. The parties to this contract shall comply with applicable laws and regulations, including but not limited to Section 5328 et seq. of the WIC regarding the confidentiality of patient information.

B. The parties shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information.

C. The County agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA addendum to this Exhibit.

## V. NONDISCRIMINATION

The DMH and the County shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap, in accordance with the requirements of applicable federal or state law.

## VI. STATEMENT OF COMPLIANCE

The DMH and the County agree, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and Title 2, Division 4, Chapter 5 of the CCR in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program.

## VII. PATIENT'S RIGHTS

The parties to this Agreement shall comply with applicable laws, regulations and state policies relating to patients' rights.

## VIII. RECORDKEEPING

The parties agree to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, of the CCR and DMH policy.

## IX. RELATIONSHIP OF THE PARTIES

The DMH and the County are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment.

The DMH, its agents and employees, shall not be entitled to any rights or privileges of County employees and shall not be considered in any manner to be county employees. The County, its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

## X. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or is found by a court to be in contravention of any federal or state law or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Agreement are declared severable.

## XI. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

# EXHIBIT E
# STATE HOSPITAL BED PURCHASE AND USAGE

## HIPAA COMPLIANCE

A. The DMH shall comply with, and assist the County, in complying with, the privacy requirements of the HIPAA (including but not limited to 42 U.S.C. 1320d et seq., and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms that are used in the Privacy Rule.

B. Except as otherwise limited in this Agreement, DMH may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.

C. The DMH shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

D. The DMH shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

E. The DMH shall report to the County any use or disclosure of PHI not provided for by this Agreement.

F. The DMH shall mitigate, to the extent practicable, any harmful effect that is known to DMH of a use or disclosure of PHI by DMH in violation of the requirements of this Agreement.

G. The DMH shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by DMH on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to DMH with respect to such information.

H. The DMH shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.

I. The DMH shall make any amendment to PHI in a Designated Record Set that the County directs or shall pursuant to 45 CFR 164.526 at the request of the County or an Individual, and in the time and manner designated by the County.

J. The DMH shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

K. The DMH shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subsection J to permit the County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

L. The DMH shall make internal practices, books, and records relating to the use and disclosure of PHI received from or created by DMH on behalf of the County, available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

M. Disposal of Information:

1. Except as provided in subparagraph 2 of this section, upon termination of this Agreement for any reason, DMH shall return or destroy all PHI received from the County, or created or received by DMH on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of DMH. DMH, its agents and subcontractors shall retain no copies of the PHI.

2. In the event that DMH determines that returning or destroying the PHI is infeasible, DMH shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, DMH shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as DMH, or any of its agents or subcontractors, maintains such PHI.

The respective rights and obligations of DMH concerning the Privacy Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

N. The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

**RESOLUTION OF**
**THE BOARD OF SUPERVISORS OF**
**COUNTY OF LOS ANGELES**
**STATE OF CALIFORNIA**

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Los Angeles, does hereby authorize Marvin J. Southard, D.S.W., Director of Mental Health, to sign the State hospital Agreement No.03-73223-000 with the State of California Department of Mental Health for Fiscal Year 2003-2004.

The foregoing Resolution was adopted on the 18th day of May, 2004 by the Board of Supervisors of the County of Los Angeles, and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts.

Don Knabe
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors of the
County of Los Angeles

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By Richard K. Nhan
Deputy County Counsel

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