

SERVICE EXHIBIT I
SKILLED NURSING FACILITY BEDS
WITH PSYCHIATRIC AND MEDICAL SERVICES
FOR MENTALLY ILL INDIVIDUALS
STATEMENT OF WORK

1. GENERAL: Individuals in County Hospitals and acute medical and psychiatric units who no longer require acute medical or psychiatric care, but still require less intensive health and/or mental health services in a medical facility are currently being placed in Institutions for Mental Diseases (IMDs), which are Skilled Nursing Facilities (SNFs) that exclusively treat mentally ill individuals. Los Angeles County is required to fund the entire treatment and ancillary services for individuals in Institutions for Mental Diseases (IMDs) without reimbursement from other funding sources such as Medi-Cal. This RFSQ is being issued because additional beds are needed to accommodate individuals in need of this level of care, and the Department of Mental Health (DMH) is opting to contract for these services with SNF facilities willing to configure their facility to have up to 49% of their patients be mentally ill individuals with the need for medical treatment and 51% or less of their patients be individuals who are not mentally ill, but have the need for medical treatment. One reason for pursuing this course is that the treatment and ancillary services for individuals in facilities with this configuration are eligible for Medi-Cal reimbursement.

2. PERSONS TO BE SERVED: Contractor shall provide services to all mentally ill individuals referred to Contractor by DMH Countywide Resource Management (CRM).

3. PROGRAM ELEMENTS AND SERVICES:

Contractor shall provide services to patients/clients in accordance with Appendix L, Program Narrative.

The provider will:

1. Serve individuals ready for discharge from County Hospitals' acute medical and psychiatric units, Fee-for-Service Hospitals, IMDs, and State Hospitals who are no longer in need of acute medical or psychiatric care, but still require less intensive health and/or mental health services in a medical facility;
2. Dedicate 51% or more of its beds to providing services for individuals with non-psychiatric medical needs;
3. Dedicate 49% or less of its beds to be secure, certified by the State DMH as a Special Treatment Program (STP), and dedicated to providing mental health and medical services for mentally ill individuals who are in need of further psychiatric stabilization and linkage to ongoing community-based services.
4. The STP shall be designed to reduce patient symptoms and impairments, to reduce and improve the control of acute behavior problems and to transfer clients to a less restrictive setting when appropriate.

5. The STP shall provide intensive treatment with psychiatric rehabilitation services to clients within the age range of 18-64 and shall include pre-release planning for mentally disordered persons having special needs in the areas of self-help skills, behavior adjustment, and interpersonal relationships.
6. Provide psychiatric treatment and recovery-oriented, consumer-based services and programming to mentally ill patients;
7. Have a strong social work component to facilitate client participation in developing service plans and goals, provide education and advocacy and work collaboratively with the Department of Health Services (DHS) and DMH to coordinate outpatient community services and supports that will ensure continuity of care and successful community re-integration for clients upon discharge; and
8. Contract with benefit establishment experts to provide aggressive benefit establishment and follow-up, including completing and processing applications for Medi-Cal and Supplemental Security Income (SSI).

Service Delivery Requirements:

- The SNF Program Director or his/her designee shall work closely with DMH staff to facilitate the admission, transfer and discharge of clients;

- The STP shall be located in a section of the SNF separate from the medical section. The STP must be certified by the California State Department of Mental Health and must be Medi-Cal reimbursable;
- Contractor shall provide all STP therapeutic services as stated in California Code of Regulations, Title 22, Chapter 3, Sections 7200 et seq. and
- The STP shall serve Los Angeles County consumers exclusively.

Admission Criteria and Procedures:

- Contractor shall admit adults diagnosed with a primary psychiatric diagnosis meeting DMH eligibility criteria for services; and
- Contractor shall only accept referrals from DMH CRM staff. DMH CRM shall make referrals and Contractor shall accept referrals during regular work hours.

Medication Services:

- Contractor shall assist clients in understanding the role of medication in their recovery plan; explain the range of medication choices, provide education to clients in the side effects of medications, and how these side effects can be managed;
- Contractor shall obtain client informed consent to take medication. Clients' questions and concerns

about medication shall be addressed and resolved quickly and proactively to increase client self-responsibility for medication management;

- Contractor shall provide medications to all clients in need of medication. Contractor will utilize the DMH Prescription Authorization and Tracking System (PATS) for medication for indigent clients and make arrangements with a pharmacy to bill Medi-Cal directly for medication costs on behalf of all Medi-Cal eligible clients; and
- Contractor shall administer and monitor medication according to California Code of Regulations, Title 22, Chapter 3, Sections 7200 et seq.

Psychiatric Services:

- Contractor shall submit claims directly to Medi-Care/Medi-Cal for individuals who are benefit eligible;
- Psychiatric and medical services for indigent clients will be billed and claimed to the County through invoice; and
- Contractor shall make assertive benefit establishment efforts, including, but not limited to, completing and filing initial applications or reestablishment of benefits to which the individual may be entitled; pursuing appeals on the individual's behalf if applicable; and other activities necessary for benefits establishment. Whenever retroactive benefits are received by the contractor

on the individual's behalf, contractor will reimburse County retroactively for costs of services provided.

Cultural and Linguistically Appropriate Services:

- Contractor shall provide services that are culturally and linguistically sensitive to the population that they serve.
- Contractor shall ensure training for staff to enhance their success in engaging and treating their clients in a culturally and linguistically sensitive manner.

Supportive Services (Non-Clinical)/Self-Help and Family Support Groups:

- Contractor shall provide recovery-based supportive services and supports to assist individuals develop independent living skills, including, but not limited to: development of community living skills; utilizing community resources; community reintegration activities; and other services and supports that work to promote wellness and recovery.
- Contractor shall provide self-help, peer support, and family support groups as appropriate.

24/7 Services Capacity for Crisis and Emergencies:

- Contractor shall have ability to provide crisis intervention and emergency response services 24 hours per day, 7 days per week.

- Crisis intervention and emergency response services shall include plans to respond to both medical and psychiatric emergencies.

Transportation Services:

- Contractor shall demonstrate ability to provide transportation for all necessary medical appointments for their clients.
- Contractor shall provide education and support for clients in developing clients' independent use of transportation resources.

Educational and Vocational Supportive Services:

- Contractor shall provide educational supportive services that are consistent with the clients' goals.
- Contractor shall provide vocational supportive services that are consistent with the clients' goals.

Access to Specialty Medical Care:

- Contractor shall have ability to provide access to specialty medical care (not offered by the facility) for their clients.

Interagency/Community Collaboration:

- Contractor shall provide collaborate with other community agencies, such as Office of the Public Guardian, probation, judicial system, Social Security Administration, and other community agencies to coordinate services that serve to meet their client's goals.

Benefits Establishment and Services to the Uninsured:

- Contractor shall provide benefit establishment services to their clients in accessing all benefits to which the clients are entitled.

Representative Payee and Money Management:

- Contractor shall provide representative payee and money management services for their clients who are in need of such services.

Discharges:

- Planned Discharges: Contractor shall normally discharge clients in a planned, coordinated manner, agreed upon in advance with DMH CRM staff. The discharge date will be established when the treatment team, including the client, client's family/support persons (when available), SNF staff and DMH staff determines that the client is able to live at a less intensive level of care. Contractor shall make referrals and linkage to appropriate community programs prior to a client's discharge.
- Unplanned Discharges: If at any time a client presents a serious danger to self or to others, or is seriously or repetitively non-compliant with the program, Contractor may discharge the client from the program. In such circumstances staff will assess the safety needs of all concerned and take the appropriate action. Unplanned discharges will

occur only after all other available actions have failed.

- Contractor shall notify law enforcement and/or Psychiatric Mobile Response Team (or other psychiatric emergency response teams) immediately if a client presents an imminent risk to self or others, or elopes from the facility, so that they can evaluate whether the client meets the criteria for being placed on an involuntary hold. Contractor will also immediately notify the conservator (if applicable) and DMH CRM under these circumstances.

General Program Requirements:

- Contractor shall work cooperatively with the DMH CRM District Chief and program staff, contract monitor, and DMH's other contractors and their staff, to respond quickly and efficiently to DMH's needs and requests;
- Contractor shall cooperate with DMH's on-site program liaison, and shall prepare and submit monthly bills and reports to DMH accurately and within the requested time frames;
- Contractor shall coordinate client admissions and discharges to ensure that contracted services are accessed in a timely manner and treatment is provided in the least restrictive setting possible;
- Contractor shall plan and deliver services in such a manner as to ensure access by all persons in

need of services, including all ethnic groups in the County;

- Contractor shall encourage clients' participation in the development, planning and daily operation of treatment and rehabilitation services at the STP;
- Contractor shall maintain all records as required by federal, state, and County regulations;
- Contractor shall provide adequate accommodations for County staff to meet with clients and clients' family/support persons. Such accommodations must allow for confidentiality, privacy and safety; and
- Contractor shall agree to meet regularly with DMH staff to establish treatment and case management services, recovery plans, and discharge plans for the clients referred to the Contractor.

Documentation of Services:

- Contractor shall maintain an individual health record for each DMH client;
- Contractor shall include in the health record any adverse incident reports. Contractor will document all adverse incidents affecting the physical and emotional welfare of DMH clients. Contractor will notify DMH and Los Angeles County Department of Public Health within twenty-four (24) hours of any serious adverse incident affecting clients' welfare; and
- Contractor shall ensure that all clinical records comply with federal and state regulations, Health

Insurance Portability and Accountability Act (HIPAA), and DMH policies and procedures. Records shall conform to the requirements of the licensing authorities (State Department of Public Health and State Department of Mental Health).

Contract Performance Monitoring:

- Contractor will participate in the DMH annual contract monitoring and any program reviews required by DMH. Contractor shall allow any DMH Manager, Supervisor, or staff person with proper identification to enter and inspect the facility at any time.
- DMH will designate a Program Monitor to whom the facility will be accountable. Contractor will submit monthly reports to the Program Monitor that include, the following information:
 - Average length of stay;
 - Benefits establishment efforts;
 - Discharge disposition;
 - Referral source;
 - Daily facility census;
 - Service units; and
 - Multnomah Community Ability Scale for each client (upon admission, every quarter, and discharge).

The number of client billable days includes the total number of days a client occupied a bed including the day of admission but excludes the day of discharge.

Performance Outcomes:

The renewal of a contract between DMH and the Contractor is contingent upon Contractor's ability to meet or exceed the following performance outcomes:

- Discharge 75% of admissions to a less restrictive living situation;
- Establish benefits for 80% of clients admitted without benefits who were benefit eligible within 3 months of admission.
- Maintain an overall 80% satisfied client rating with service level on the Client Satisfaction survey, provided by DMH. Contractor will ask clients to complete the survey prior to discharge. The survey will remain anonymous and should be submitted to the DMH Program Monitor.

Regulatory Compliance:

- Contractor shall comply with any and all federal, state and local laws and licensing regulations including:
 - State of California Department of Public Health Services laws, regulations, and procedures;
 - State of California Department of Mental Health laws, regulations and procedures;
 - DMH policies and procedures; and
 - County and City Ordinances and Regulations.
- At all times Contractor shall maintain appropriate licenses, certificates, and permits to operate pursuant to state laws and local ordinances.

FINANCIAL SUMMARY

FISCAL YEAR 2009-10
2010-11

Daily Patch Rate: \$25-50.00 day (includes STP patch of \$5.72 per day)
based on level of psychiatric acuity as determined by
DMH

Contractor shall provide psychiatric and medical services in compliance with all County, state, and federal requirements and procedures as described in Welfare and Institutions Code (WIC) Sections 5709, 5710 and 5721, relating to (1) the determination and collection of client fees for services hereunder based on Uniform Method of Determining Ability to Pay (UMDAP) and DMH's Revenue Manual, (2) the eligibility of clients for private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all client revenue and other revenue for clients receiving services. Contractor shall vigorously pursue and report collection of all client fees and other revenue.

Contractor shall utilize all fees paid by clients receiving services under this Agreement and all fees paid on behalf of clients receiving services hereunder only for the delivery of mental and medical health services specified in this RFSQ.

ARTICLES

Article I

No Payment for Services Provided Following Expiration/Termination of Contract:
Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after expiration or other termination of this Contract. Should Contractor receive such payment, it shall immediately notify County and immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

Article II Funding

Annual funding will be provided by County General Fund (CGF) Realignment. County intends to purchase SNF-STP services on as needed basis with no

Maximum Contract Amount. The County is seeking the most cost-effective proposal(s). Proposals shall fully describe all costs to be charged to the County for proposed services. The proposed annual budget shall reflect a “stand-alone” program, with no commingling of staff or other resources and shall be consistent with the optimal size of the proposed program.