

MEMORANDUM OF UNDERSTANDING BETWEEN

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

TO PROVIDE CO-LOCATED _____ SERVICES AT _____

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 20xx, by and between the _____ and the _____.

WHEREAS, on August 11, 2015, the County Board of Supervisor’s established the Health Agency to integrate the operation of the Department of Health Services (DHS), Department of Public Health, (DPH), and the Department of Mental Health (DMH), a strategic priority for the Health Agency is to ensure the County residents have streamlined access to patient-centered comprehensive healthcare services; and

WHEREAS, the mission of DHS is to ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners; and

WHEREAS, the mission of DMH is to optimize the hope, wellbeing and life trajectory of Los Angeles County's most vulnerable through access to care and resources that promote not only independence and personal recovery but also connectedness and community reintegration. DMH ensures this by providing a broad array of specialty mental health services to eligible individuals throughout Los Angeles County.

WHEREAS, DHS and DMH have collaborated to implement a program of co-location of DHS and DMH services at select DMH Mental Health Centers.

Now therefore, the parties desire to formalize their collaboration on the terms and conditions set forth in this Agreement.

1. PURPOSE

This MOU outlines the programmatic, administrative, and fiscal roles and responsibilities of DHS and DMH in connection with implementing co-located primary care services in select DMH Centers where DMH operates county-owned or leased property.

(Appendix A contains Site Specific Detail for each site.)

2. BACKGROUND AND INTENT

Fill in some background and history, as well as intent for Co-location in this section.

3. PROGRAM MODEL

As described more fully below, DHS and DMH, in collaboration, will implement and operate Co-Located Services at the DMH Centers noted in Appendix A.

3.1. Role of DHS

DHS will:

- 3.1.1. Co-locate DHS staff at identified DMH sites consistent with the agreed upon services and staffing for each location. (Site Specific Detail in Appendix specifies the services provided, populations to be served and the hours of operation as agreed upon by both parties and may be modified as needed.)
- 3.1.2. Establish a staffing schedule and communicate schedule changes as they occur; onsite staff will sign-in and out according to DMH procedure.
- 3.1.3. Manage operations of primary care services, including but not limited to managing daily staffing of DHS positions, medical supplies, and medications for primary care services. (See Appendix A)
- 3.1.4. Provide primary care services and referral for associated specialty and ancillary services.
- 3.1.5. Collaborate with DMH in order to effectively coordinate clinical care of individuals receiving services from both DHS and DMH providers.
- 3.1.6. Be responsible for financial screening, scheduling, registration and collection of fees for DHS patients at identified sites in Appendix A.
- 3.1.7. Provide necessary training to DMH staff to assist DHS in any Facility Site Review(s), or other regulatory audits, that take place at select DMH Health Centers associated with this MOU.

3.2. Role of DMH

DMH will:

- 3.2.1. Be responsible for financial screening, scheduling, registration and collection of fees for DMH patients at identified sites in Appendix A.
- 3.2.2. Provide DHS staff with space, including reasonable access to common areas at DMH centers. Identified space will be mutually agreeable to both DMH and DHS. (See Appendix A.)
- 3.2.3. Facilitate all building maintenance through landlord if leased space, including both the building interior and exterior, as contracted with other County Departments.
- 3.2.4. Assist DHS in their Facility Site Review, or other regulatory audits, to the extent that the DMH staff have been appropriately trained by DHS in the necessary standards.

3.3. DHS and DMH Shared Responsibilities

DHS and DMH will:

- 3.3.1. Survey existing and future patient populations on whether a patient would like to receive services from the other Department at the co-located facility and provide referrals and/or patient contact information, as appropriate.
- 3.3.2. Work together to unify access to all services provided in co-located facilities in such a manner that administrative and programmatic differences are seamless to the patient.

This may, in the future, include a unified process for financial screening, registration and fee collection.

- 3.3.3. Work together to ensure a positive patient experience including high standards for all aspects of physical comfort, quality medical and mental health care, patient information and communication.
- 3.3.4. Work together to develop a mutually agreed upon process for initiating and responding to referrals.
- 3.3.5. Collaborate to enhance the care coordination of clients who are receiving treatment by both DMH and DHS. This collaborative communication shall be facilitated by each team and may take place at meetings, or during the course of one-on-one discussions.
- 3.3.6. Designate clinical managers at each facility to meet on a regular basis to discuss program implementation and to address and resolve any issues that may arise in connection with the day-to-day operations of this collaboration. DMH administration and DHS administration shall meet periodically regarding the design of the collaboration, planning, operations, evaluation, and the resolution of issues or disputes material to this collaboration.
- 3.3.7. Immediately notify the other party upon learning of any adverse event, critical incident, accident, regulatory complaint, claim, potential privacy breach or lawsuit relating to services that are performed pursuant to this MOU.
- 3.3.8. Develop individual or joint protocols and revise any policies, procedure, or practices as is necessary to implement the understanding reached in this MOU.
- 3.3.9. Comply with all laws and regulations in the performance of their responsibilities under this MOU.
- 3.3.10. Maintain their own separate electronic health records systems and provide access, as deemed appropriate, to the other department.
- 3.3.11. Use existing DHS emergency response codes and respond to situations accordingly when an emergency is determined to exist by either one or more DMH and/or DHS employee.
- 3.3.12. Work together to ensure that DMH and DHS staff are trained on and comply with all County policies and applicable DMH and DHS policies necessary including, but not limited to such areas as the maintenance of building safety, patient care and general operations.

4. FINANCIAL PROVISIONS

4.1. Operating Share of Cost

DHS and DMH agree to a pro-rata share of each property's operating cost, which is based on DHS' usable square footage, and shared space in proportion to the total square footage in the building (See Appendix A). For purposes of this MOU, "property's operating cost" means: those expenditures that a business incurs to engage in any activities not directly associated with the production of goods or services.

The type of operating costs that DHS agrees to reimburse DMH are, but not limited to:

- Alteration & Improvement-Internal Services
- County Telephone

- Department (ISD)
- Building Maintenance-ISD
- Custodial-ISD
- Grounds Maintenance-ISD
- Telephone Systems-ISD
- Alarm Services
- Utilities: Water, Power, Electrical, and Gas
- Lab Room/Use of Phlebotomists
- Custodial Contracts
- Office Equipment Maintenance
- Permits & License
- Photocopy & Printer Contracts
- Hazmat
- Security
- Waste, Rubbish and Document Shredding
- Building Rentals/Leases

In consultation with DHS, DMH will be responsible for identifying, calculating, and paying related property operating costs. DMH will bear its own costs for administration and support of the Co-Location Sites. DMH will arrange for amendments of any service contracts related to the operation of the building, and will determine the share of cost that DHS will fund as outlined in Appendix A for each site.

For each fiscal year beginning with Fiscal Year 2017-18, the parties will work together to develop the budgeted amount necessary to implement this MOU. The budgeted amount will be adjusted as necessary to account for any cost adjustments, such as, but not limited to, Board approved cost of living adjustments.

4.2. Invoices and Payments

DHS shall make payments to DMH for Services and Supply cost, as defined in section 4.1 above, consistent with the most recent edition of the Los Angeles County Fiscal Manual procedures.

Payment terms are as follows:

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

Billings rejected by DHS must be accompanied by a written explanation and signed off by the Chief Financial Officer of DHS ACN and submitted to the Auditor-Controller’s Accounting Division with a copy concurrently provided to DMH Finance. The time frames for billing and rejecting charges are subject to change during each fiscal year’s year-end closing process. The Auditor-Controller’s annual year-end closing instructions to departments should be reviewed to obtain the pertinent processing dates. DHS shall assure that it has adequate appropriated funds to pay DMH for services under this MOU.

4.3. Liability

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

5. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 5.1 DMH and DHS agree that the medical records of both entities are confidential. Applicable State and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Welfare and Institutions Code (WIC) section 5328, subdivision(a), and Confidentiality of Medical Information Act (CMIA), permit health care providers to share confidential health information, including names, addresses, physical and mental health data, family history and the like, for purposes of treatment, which includes referrals from one health care provider to another and coordination of care by such providers.
- 5.2 DMH and DHS shall ensure that staff given access to patient medical information, patient health information (PHI), and/or mental health information shall abide by all State and federal statutes, rules, and regulations regarding the confidentiality of such information, including but not limited to HIPAA, WIC, and CMIA, and shall not further use or disclose such information unless required or permitted by law.
- 5.3 In order to provide the best possible treatment and care coordination to clients, the parties shall develop a confidential and secure system to share confidential information that is in compliance with State and federal laws.

6. GENERAL PROVISIONS

6.1. Amendments

- 6.1.1 The parties agree to take such action, as necessary, to amend this MOU as needed and mutually agreed.
- 6.1.2 Unless specifically provided for in this MOU, excluding policies, procedures, and required forms, needed to effectuate the purpose of this MOU, no provision of this MOU shall be altered, varied, modified, revised, or waived, except upon written amendment.
- 6.1.3 The parties agree that if an amendment is required, the Director, their appointed designee, shall be considered duly authorized to commit and bind their respective organizations to the terms and conditions set forth in the amendment.

6.2. TERM AND TERMINATION

The term of this MOU shall commence on _____. This MOU shall continue in effect as long as necessary to operate the co-located sites, unless terminated as set forth below.

This MOU may be terminated by either party, with or without cause, upon 180-days prior written notice to the other party. This MOU may be terminated at any time upon mutual written agreement of the parties.

In the event this MOU is terminated, encumbered positions assigned within the integrated clinic units will be retained by the original Department which funds them and will have duties reassigned as needed to assure continued delivery of services under the mission of the respective Department.

6.3. Dispute Resolution

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

6.4. No Third Party Beneficiaries

The terms of this MOU are for the sole and exclusive benefit of the parties to this MOU. Nothing in this MOU, express or implied, is intended to nor shall be construed to confer on any person or entity, other than the parties to this MOU, any remedy or claim under or by reason of this MOU as third-party beneficiaries or otherwise.

6.5. Notice

Any notice required or provided for by this MOU shall be sent to:

Xxxxx xxxxxxxx xxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxx Street
City, State, Zip Code
Phone: (xxx) xxx-xxxx

Xxxxx xxxxxxxx xxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxx.
xxxxxxxxxxxxx Street
City, State, Zip Code
Phone: (xxx) xxx-xxxx

6.6. Complete Agreement

This MOU constitutes the full and complete understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written.

XX

By: _____

Its: _____

Director

XX

By: _____

Its: _____

Director

DMH and DHS Co-Location in DMH site MOU

Site Specific Detail (to be completed for each site and attached as part of Appendix A)

Site Name:

DMH Primary Contact:

Services Provided by DMH:

General Population(s) Served:

Hours of Operation:

DHS Primary Contact:

Services Provided by DHS:

General Population(s) Served:

Hours of Operation:

DHS staffing during open hours:

Providers:

Nursing:

Social Work:

Administration:

Other:

Medications:

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DHS Responsibilities:

DMH Responsibilities:

Lab/Phlebotomy:

DHS Responsibilities:

DMH Responsibilities:

Space:

Total building square footage:

Square footage allocated to DMH:

Square footage allocated to DHS:

Total sq. ft. DMH+DHS:

DMH/DMH+DHS = %DMH:

DHS/DMH+DHS = %DHS:

Square footage of common areas:

%DMH x Common areas = DMH Common:

%DHS x Common areas = DHS Common:

DMH + DMH Common = Total DMH:

DHS + DHS Common = Total DHS:

Contracts:

Service Provided:

Vendor Name:

Contact Information:

Service Provided:

Vendor Name:

Contact Information:

Service Provided:

Vendor Name:

Contact Information:

Draft Template ONLY

Ongoing Operating Costs:

DHS Responsible:

Type of cost and % responsible

Type of cost and % responsible

Signatures:

For DMH:

Name, Title, Date

For DHS:

Name, Title, Date

Draft Template ONLY