

30608

OPERATIONAL AGREEMENT

This Operational Agreement is made this March 18, 2008 by and between the County of Los Angeles - Department of Mental Health and the City of Long Beach - Department of Health and Human Services.

Preliminary Statement

- A. The County of Los Angeles - Department of Mental Health (DMH) is a governmental agency responsible for providing a broad array of specialty mental health services to eligible individuals throughout the County of Los Angeles. This Operational Agreement, hereafter referred to as Agreement, shall focus primarily on specialized mental health services that shall be provided to older adult recipients.
- B. Senior Links Program is a grant-funded program of the City of Long Beach Department of Health and Human Services (LBDHHS) that serves at-risk seniors over the age of 55 living in Long Beach who need help to remain independent in their own homes before crisis develops. The components of the program include the following: 1) Senior Links telephone helpline for triage, information and referral capabilities to link seniors to resources and services, 2) Short term case management services by a public health nurse and/or Masters level social worker to assist seniors in need of immediate and continued intervention, and 3) Collaboration with the aging network of services, health care and mental health providers to case manage, case conference, and maintain the seniors health and quality of life and independent living.
- C. The Mental Health Services Act (MHSA), adopted by the California electorate in 2004, provides the DMH with new dedicated funding that will facilitate the development of new, innovative programs designed to expand available services and improve access to needed services not previously available prior to the enactment of MHSA.
- D. Field Capable Clinical Services (FCCS) for Older Adults is a term used to describe specialty mental health services, funded through MHSA, that are provided for older adults, ages sixty and above, by individuals who have been specially trained to work with older adults. The services are provided in settings preferred by older adults, such as the residences of older adults, senior centers or primary care provider sites. In some instances, these services may be provided to transitional age adults, ages fifty-five (55) through fifty-nine (59), as clinically necessary and appropriate. All references hereafter to older adults shall be understood to include both transitional age adults and older adults.

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

1. Collaboration Objective. The purpose of this collaboration is to improve access to needed mental health services for older adults. Many older adults are unable to access mental health services due to physical disability, frailty or stigma associated with seeking services in a traditional mental health clinic setting. The co-location of mental health providers in public health settings is intended to bring needed mental health services into community locations preferred by older adults.

- 1.1 The FCCS staff associated with DMH Long Beach and San Pedro Mental Health Clinics will collaborate with Senior Links, a program of the Long Beach Senior Center. FCCS staff will be co-located at Senior Links, which is housed in a building owned by the Long Beach City Department of Parks and Recreation.

2. Collaboration Design and Operations.

- 2.1 Referrals. DMH staff located at Senior Links, a program of the Long Beach Senior Center shall receive referrals from Senior Links and/or Long Beach Senior Center staff in one of the following ways:

- 2.1.1 Senior Links staff shall complete a referral form designed by DMH and submit to Long Beach/San Pedro FCCS staff by placing the referral form in a designated locked referral box located at the Long Beach Senior Center.

- 2.1.1.1 DMH shall be prepared to accept a maximum number of 5 referrals per week total from Senior Links and/or Long Beach Senior Center staff. If the number of monthly referrals fails to exceed 2 referrals per month, the hours of co-location will be adjusted to meet the demand by mutual agreement of Senior Links, Long Beach Senior Center and DMH Long Beach/San Pedro FCCS management.

- 2.1.2 In situations where Senior Links determines that more immediate, though non-emergent mental health involvement is required, Senior Links and/or Long Beach Senior Center staff may contact staff from DMH while DMH staff are on the premises and request an impromptu meeting between the Senior Links and/or Long Beach Senior Center staff, the individual being referred to DMH, and the DMH FCCS provider. In such situations, referral forms may be completed following the impromptu meeting.

- 2.1.3 In situations where Senior Links and/or Long Beach Senior Center staff determines that a psychiatric emergency exists with an individual who is being seen by Senior Links and/or Long Beach Senior Center staff, Senior Links and/or Long Beach Senior Center staff shall take any and all routine steps to deal with said emergency, including but not limited to contacting police emergency services at 911 or by contacting DMH ACCESS Line at (800)-854-7771, as appropriate to the presenting emergency.

2.2 Eligibility.

2.2.1 Individuals ages sixty and above who are unable or unwilling to avail themselves of services in a traditional mental health clinic may be appropriate to receive services as part of FCCS. Eligible older adults shall have:

2.2.1.1 A serious and persistent mental illness, or

2.2.1.2 A serious Axis I diagnosis and have a significant functional impairment or be at risk of losing or not achieving a life goal, for example, risk of losing independence or stable and safe living arrangement.

2.2.1.3 In addition to meeting one of the two diagnostic categories above, DMH shall accept referrals for transitional age individuals, ages 55 through 59, whose needs are more consistent with those of an older adult. Upon acceptance into the FCCS program, services may be provided at Senior Links, Long Beach Senior Center and/or in home-based follow-up.

2.2.1.4 DMH shall provide referral information to Senior Links and/or Long Beach Senior Center for individuals who do not meet the agreed upon criteria for services provided under this Agreement.

2.2.2 The following individuals shall be excluded from receiving services provided by DMH:

2.2.2.1 Parolees

2.2.2.2 Current enrollees in DMH Full Service Partnerships

2.2.2.3 Individuals who are Medicare Managed Care Plan beneficiaries.

2.3 Clinical Records. Each Party shall maintain their own separate clinical records systems.

2.4 Care Coordination. In response to referrals generated by Senior Links and/or Long Beach Senior Center, DMH shall provide a written response to referrals only as permitted by State and Federal regulations and only for the purpose of care coordination.

2.5 Fiscal Management. Each party is responsible for managing and disbursing its own funds. No amounts are due to either party as a result of this Agreement. No charges shall be made and no fiscal exchange shall occur as a result of this Agreement.

3. Agency responsibilities.

3.1 Senior Links and/or Long Beach Senior Center shall:

3.1.1 Identify individuals for whom specialty mental health services are indicated and refer to DMH co-located staff.

3.1.2 Complete a DMH provided referral form with sufficient information to facilitate routine evaluation and treatment planning for referred individuals. Referral form shall be provided to DMH in a mutually agreed upon location.

- 3.1.2.1 In situations determined by staff of Senior Links and/or Long Beach Senior Center to be a psychiatric emergency, take all necessary steps to directly respond to emergency situations, as previously stated in Section 2.1.3.
- 3.1.3 Collaborate with DMH in order to effectively coordinate care of individuals' receiving services from both Senior Links and/or Long Beach Senior Center staff and DMH FCCS staff.
- 3.1.4 Provide DMH staff with reasonable access to space that is sufficiently private to evaluate and provide specialty mental health treatment to older adults referred to DMH, including reasonable access to common areas at Senior Links and/or the Long Beach Senior Center.
- 3.1.5 Provide DMH staff with a small secure storage area, such as a locked file or desk drawer, to be used only while DMH staff are on premises at Senior Links and/or the Long Beach Senior Center. Such storage shall be used for securing only those clinical records that are in use on a particular day until such time as the clinical records may be transferred back to the DMH clinic
- 3.1.6 The City of Long Beach shall not submit claims for reimbursement of any specialty mental health services provided by DMH.

4. Department of Mental Health Responsibilities.

4.1 DMH shall:

- 4.1.1 Provide psychiatric evaluation and psychotherapeutic interventions and linkages as appropriate to those individuals interested in receiving specialty mental health services.
- 4.1.2 Respond to referrals emanating from Senior Links and/or Long Beach Senior Center staff in order to facilitate coordination of care as permitted by State and Federal regulations.
- 4.1.3 Psychopharmacologic medication management may be provided by DMH psychiatrists, as appropriate to the clinical needs of the DMH FCCS client.
- 4.1.4 Provide education and consultation to Senior Links and/or Long Beach Senior Center staff regarding mental health diagnoses and symptoms, and provide or assist in the provision of educational programs to older adults, including but not limited to depression screening, mental health care, substance abuse, and the recognition and prevention of elder abuse.
- 4.1.5 DMH shall submit claims for reimbursement of specialty mental health services provided by DMH staff.

5. Communications and Decision Making. DMH and Senior Links and/or Long Beach Senior Center managers shall meet on a regular basis to discuss and implement services, and to address and resolve any issues that may arise in connection with day-to-day operations of this collaboration effort. DMH administration and

LBDHHS administration shall meet as needed regarding the design of the collaboration, planning, operations, evaluation, and the resolution of issues or disputes material to this collaboration.

6. Confidentiality and Disclosure of Information.

6.1 Confidentiality. DMH and LBDHHS agree that the clinical records of both entities are confidential. To the extent permitted by State and Federal laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA), the parties may exchange confidential information for the purpose of care coordination including names, addresses, physical and mental health data, family history and the like, as necessary and appropriate to coordination of care. The parties, and their respective directors, officers, employees and agents shall hold such confidential information in strict confidence and shall not disclose the same unless permitted or required by law. The parties' obligations in this section shall survive the Agreement's termination or expiration.

7. Term. This Operational Agreement shall commence on March 18, 2008 and continue until terminated by either party with thirty days written notice to the other.

8. Liability. No party is responsible for the acts of third parties. Each party is responsible for its own acts or omissions and those of its directors, officers, employees and agents.

9. Insurance. Each party warrants that it maintains sufficient general liability, auto liability, professional liability and workers' compensation liability coverage for insurance for any claims that may arise with respect to its own acts or omissions arising from the services described herein. Such coverage shall be maintained throughout the term of this Agreement, and each party's coverage shall be primary and not contributing with any other insurance or self-insurance programs maintained by the other. Each party, at the request of the other, agrees to provide a certificate of insurance or other acceptable evidence of its coverage to the requesting party.

9.1 The County, and the Long Beach Department of Health and Human Services, at their sole option, may satisfy this requirement through a program of self-insurance, commercial insurance, or any combination thereof. The limits of such coverage shall be not less than those listed in Section 9.2 below.

9.2 Each party shall maintain general liability insurance (with limits of not less than \$1 million each occurrence), auto liability insurance (with limits of not less than \$1 million each accident), and workers' compensation insurance (including Employers Liability with limits of not less than \$1 million). If the Agency renders medical, mental health or similar professional services, Agency also shall maintain Professional Liability (Errors and Omissions) insurance (with limits of not less than \$1 million each claim). Agency also agrees to maintain any other insurance which may be required to comply with

all applicable Federal, State, and local laws, rules, regulations, ordinances and directives.

10. Indemnification. Each party to this agreement shall indemnify, defend and hold harmless the other party from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the indemnifying party's acts and/or omissions arising from and/or relating to the services under this Agreement. Each party agrees to notify the other party upon learning of any accident, incident, claim or lawsuit relating to the services performed by any of the parties pursuant to this Agreement.

11. General Provisions.

11.1 Independent Contractor. This agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between the parties. Each party shall determine the number of days and hours of work of its employees, agents and sub-contractors and shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, agents, and subcontractors.

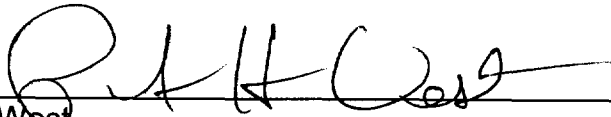
11.2 Third Parties. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, other than the parties to this Agreement, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms of this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

11.3 Non-assignment. No party to this Agreement may assign this Agreement, and any rights or obligations hereunder, whether by written agreement, operation of law or in any manner whatsoever, without the non-assigning party's prior written consent, which consent shall be unreasonably withheld.

11.4 Amendment. Parties may amend this Agreement from time to time by a written Agreement signed by an authorized representative from each Party.

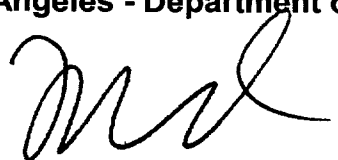
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**City of Long Beach - Department of Health and Human Services
Senior Links/Long Beach Senior Center**



Patrick H. West
City Manager

County of Los Angeles - Department of Mental Health



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

APPROVED AS TO FORM

3/25, 2008
ROBERT E. SHANNON, City Attorney

By _____
HEATHER A. MAHOOD
ASSISTANT CITY ATTORNEY