

EXHIBIT C-4

STATEMENT OF WORK 1127

**Skilled Nursing Facility –
Special Treatment Programs**

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS.....	1
3.0	QUALITY MANAGEMENT	1
4.0	QUALITY ASSURANCE PLAN.....	3
5.0	DEFINITIONS	4
6.0	RESPONSIBILITIES.....	5
	<u>COUNTY</u>	
6.1	Personnel	5
	<u>CONTRACTOR</u>	
6.2	Program Director	6
6.3	Personnel	6
6.4	Identification Badges	6
6.5	Materials and Equipment.....	6
6.6	Training	7
6.7	Service Delivery Site/Administrative Office	7
7.0	HOURS/DAYS OF WORK.....	7
8.0	WORK SCHEDULES.....	7
9.0	SPECIFIC WORK REQUIREMENTS	7
10.0	GREEN INITIATIVES.....	18
11.0	SNF-STP OUTCOMES, PERFORMANCE MEASURES AND PERFORMANCE REQUIREMENTS SUMMARY.....	19

STATEMENT OF WORK (SOW)

SKILLED NURSING FACILITY- SPECIAL TREATMENT PROGRAM

1. SCOPE OF WORK

Skilled Nursing Facility - Special Treatment Program (SNF-STP) / Psychiatric Services, shall be provided in a California Department of Health Care Services (DHCS) licensed Skilled Nursing Facility which has been certified by the California Department of Public Health to provide a Special Treatment Program (STP) as defined in Chapter 3, Division 5, Title 22 of the California Code of Regulations. SNF-STP services shall be designed to provide a therapeutic environment of care and treatment within a residential setting. The facility shall provide 24-hour inpatient skilled nursing and supportive care for a specified period for clients who require supervision, development of community living skills, rehabilitation, life enrichment, and other care and treatment to those who cannot be safely cared for at a lower level of care.

STP services consist of therapeutic services, including prevocational preparation and pre-release planning, provided to chronically mentally ill adults having special needs in one or more of the following areas: self-help skills, behavior adjustment, and interpersonal relationships. The program objectives shall be aimed at improving the adaptive functioning of chronically mentally ill residents to enable them to move to a less restrictive environment and to prevent others from regressing to a lower level of functioning.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Contractor shall obtain the prior written consent of the Department of Mental Health (DMH) Director or designee at least 70 days before terminating services at a designated facility and/or before commencing such services at any other facility(ies).

2.2 All changes must be made in accordance with the Contract, sub-paragraph 8.1 Amendments.

3.0 QUALITY MANAGEMENT

3.1 Contractor shall establish and utilize a comprehensive Quality Management Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to DMH upon request for review. The Plan shall include, but may not be limited to the following:

3.1.1 Method of monitoring to ensure that Contract requirements are being met.

3.1.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the

problem, and the time elapsed between identification and completed corrective action.

3.1.2.1 Record(s) shall be provided to DMH upon request.

3.2 Contractor shall comply with all applicable provisions of Welfare & Institutions Code (WIC), California Code of Regulations (CCR), Code of Federal Regulations, DHCS policies and procedures, and DMH quality improvement policies and procedures, to establish and maintain a complete and integrated quality improvement system. In conformance with these provisions, Contractor shall establish:

3.2.1 A utilization review process;

3.2.2 An interdisciplinary peer review of the quality of client care; and

3.2.3 Monitoring of medication regimens of Clients. Medication monitoring shall be conducted in accordance with DMH policy.

3.2.4 A copy of Contractor's Quality Management Plan shall be available to LAC-DMH upon request.

3.3 Data Collection

3.3.1 Contractor shall develop measurement and tracking mechanisms to collect and report data on a monthly basis, unless otherwise specified, as follows:

- a) Available beds (daily);
- b) The number of clients who were referred;
- c) The number of clients refused;
- d) The number of clients whose admission is delayed for seven days or more pending more information;
- e) The average length of time to respond to referrals;
- f) The number of clients who were accepted and admitted within 14 days of referral;
- g) The number of clients discharged; and
- h) The number of clients receiving substance use services.

3.3.1.1 Contractor shall identify and track clients who have co-occurring mental health and substance use disorders and were provided with a minimum of 12 weeks of treatment targeting dual diagnosis, and the number of clients who were provided a referral to substance use disorder treatment upon discharge to community-based treatment;

3.3.1.2 Contractor shall track clients who have more than two psychiatric hospitalizations during their admission; and

3.3.1.3 Contractor shall evaluate and report on the time it takes to evaluate referrals and generate a response on whether client is accepted or denied. This report shall be provided to DMH on a monthly basis.

3.3.2 DATA AND INFORMATION EXCHANGE

Contractor acknowledges that LACDMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH ICD Director or designee. Contractor also acknowledges that LACDMH utilizes LANES as a Health Information Exchange network and agrees to provide admission history and physical, recent psychiatric progress notes as applicable and necessary, psychotropic medication information, and discharge/transfer summary when needed.

4.0 QUALITY ASSURANCE PLAN

DMH will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall attend meetings as requested by DMH.

4.2 Contract Discrepancy Report (SOW – ATTACHMENT III)

Verbal notification of a Contract discrepancy will be made to Contractor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by DMH and the Contractor.

DMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to DMH ICD Director or designee within **five** workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to DMH within **five** workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- **Client:** For the purposes of this SOW, a client is an individual with a mental health disorder who requires mental health services in an intensive residential setting and is receiving services from Contractor through the Contract.
- **Conservator:** An adult legally responsible for another adult (conservatee) with a medically diagnosed mental illness.
- **Current Procedural Terminology (CPT) 90805:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 20 – 30 minutes face to face with medical evaluation and management services.
- **Current Procedural Terminology (CPT) 90807:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 45 – 50 minutes face to face with medical evaluation and management services.
- **DMH Care Coordination Unit:** Unit responsible for navigation of clients and management of the waitlist.
- **DMH Care Navigator:** DMH staff responsible for care coordination, navigation, and waitlist management.
- **DMH Clinical Reviewer:** DMH staff responsible for making clinical determinations of level of care and utilization review decisions.
- **DMH Intensive Care Division (ICD):** The Los Angeles Department of Mental Health division which both authorizes the care for and performs utilization review of clients needing treatment for 24-hour residential care due to severe and persistent mental illness in a variety of different levels of care throughout Los Angeles County.
- **DMH ICD Director:** The Director of the Intensive Care Services Division within the Los Angeles Department of Mental Health.
- **InterQual –** A standardized decision-making tool used to assist with level of care determinations and utilization review.
- **Lanterman-Petris-Short (LPS) Act:** In California, establishes how an individual may be detained in a locked psychiatric facility if the individual is assessed to be a danger to themselves, a danger to others, or gravely disabled.
- **LPS Hold (Short-term holds):** “5150”s, 72-hour holds for evaluation and assessment; and “5250”s, 14-day holds for intensive treatment. Each hold is defined under either WIC section 5150 or 5250.
- **Level of Care Utilization System:** The system through which a client is referred to the various different levels of care offered within the LAC-DMH network, which is subject to screening and utilization review.

- **Medically Clear:** For the purposes of this SOW, “Medically Clear” for admission shall be defined as clients who meet the criteria in Attachment I (Medical Clearance form). Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding “medical clearance” shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.
- **Mental Health Plan (MHP):** In Los Angeles County, DMH, responsible for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries.
- **Patient:** This term may be used interchangeably with “Client” as defined above.
- **Patient Day:** The number of days of inpatient services based on the most recent full year of hospital discharge data.
- **PRN:** Latin for “Pro re nata” meaning medication on an as needed basis.
- **Service Delivery Plan (SDP):** An in-depth report that comprises of multiple forms, known as “schedules”, that details how mental health services are being delivered, populations served, and funding expenditures for mental health contracts and other unique service contracts. SDPs are used by DMH as a monitoring tool to ensure that services are delivered effectively and efficiently. Oversight activities include: clinical programmatic monitoring (i.e. to ensure effective mental health services and supports are being delivered); fiscal and budget monitoring; and administrative monitoring.
- **Service Function Code (SFC):** A code for the purposes of determining the number of units of service provided by Contractor hereunder and established by DMH.
- **Significant Support Person:** A person who, in the opinion of the beneficiary, or the person providing services, has or could have a significant role in the successful outcome of treatment.
- **Skilled Nursing Facility – Special Treatment Program (SNF-STP):** Long-term care facilities that provide 24-hour, individualized program which provides intensive support and rehabilitation services designed to assist persons with mental disorders who would have been placed in a state hospital or another health facility to develop the skills to become self-sufficient and capable of increasing levels of independent functioning.

6.0 RESPONSIBILITIES

The County’s and the Contractor’s responsibilities are as follows:

COUNTY

6.1 Personnel

DMH will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.2 Program Director

- 6.2.1 Contractor shall provide a full-time Program Director and a designated alternate. DMH must have access to the Program Director or designated alternate during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor shall provide a telephone number and electronic mail (e-mail) address where the Project Director may be reached on a daily basis.
- 6.2.2 Program Director shall act as a central point of contact with DMH.
- 6.2.3 Program Director or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Program Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees in accordance with all applicable sections of the California Code of Regulations (CCR), Title 22, Chapter 3, staffing standards to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5, of the Contract – Background and Security Investigations.

6.4 Identification Badges

- 6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 of the Contract – Contractor's Staff Identification.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.6 Training

- 6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees in accordance with Title 22, Section 72469 of California Code of Regulations.
- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), Department of Health Care (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and Centers for Disease Control and Prevention (CDC) standards, as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

6.7 Service Delivery Site/Administrative Office

- 6.7.1 SNF-STP services shall be provided at sites identified on the Statement(s) of Work/Service Exhibit(s) List - Exhibit C and in the Contractor's Service Delivery Plan/Addenda.
- 6.7.2 Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of **8 a.m. to 5 p.m.**, Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

SNF-STP services shall be provided 24 hours per day, seven days per week and 365 days per year (24/7/365).

8.0 WORK SCHEDULES

- 8.1 Upon DMH's request, Contractor shall submit staff work schedules within **five** business days. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Upon DMH's request, Contractor shall submit revised staff work schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to DMH ICD Director or designee for review and approval within working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide SNF-STP services to clients in accordance with this Statement of Work and any addenda thereto, as approved in writing by DMH, for the term of the

Contract. All SNF-STP services shall be focused on preparing the client for discharge and this shall begin at the time of admission. Contractor shall discharge/move no less than 10% of their clients per month to next level of care and get their clients 'discharge ready', put them on discharge planning and provide excellent quality of care where clients are empowered through individualized programs to reach goals of increased independence and ability. Clients' families are also encouraged to participate in therapy sessions, caregiver education, and training.

9.1 Facility Licensing

- 9.1.1 Contractor shall be licensed by the California Department of Health Care Services (DHCS) as a provider of services to clients under WIC Sections 5350 and 6000.
- 9.1.2 Contractor shall provide a facility licensed by California Department of Public Health and certified by DHCS in accordance with CCR, Title 22, Chapter 3, Sections 7200 et seq. The facility shall be staffed to provide skilled nursing and intensive psychiatric services in accordance with all applicable sections of the CCR, Title 22, Chapter 3, staffing standards.

9.2 Target Population

Contractor shall admit and provide SNF-STP services to ALL clients that are referred by DMH. Contractor shall make a final decision on all referrals from DMH within seven days. Contractor acknowledges that DMH has pre-screened clients as clinically appropriate for SNF-STP level of care according to generally accepted standards. The population referred to Contractor by DMH shall include but is not limited to adults ages 18 and older who reside in the Los Angeles County (County) and meet any of the following conditions:

- 9.2.1 Clients who are in need of SNF-STP Services;
- 9.2.2 Voluntary and Lanterman-Petris-Short (LPS) conservatees;
- 9.2.3 Clients who require supervision, re-socialization, rehabilitation, life enrichment, and other care and treatment;
- 9.2.4 Clients with a history of acute psychiatric hospitalization, evaluation and treatment at an inpatient psychiatric unit;
- 9.2.5 Clients diagnosed, using current diagnostic manual nomenclature, as having a disabling psychiatric disorder such as schizophrenia or a major affective disorder; and
- 9.2.6 Clients described by WIC Sections 5350 and 6000.
- 9.2.7 Clients that meet any of the criteria in Sections 9.2.1 through 9.2.6 and may also have any of the following:

- 9.2.7.1 Present or past history of substance use disorder in the absence of current intoxication or withdrawal;
- 9.2.7.2 Past history of legal charges, convictions, arrests, or justice-involvement status;
- 9.2.7.3 The current presence of suicidal ideation in the absence of actual suicidal behavior or intent in the previous week.
 - 9.2.7.3.1 In the case of disputes between Contractor and DMH regarding whether a client's degree of suicidal risk is appropriate for placement in the Contractor's facility, suicidal risk assessment shall be completed by both DMH and Contractor utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) and/or InterQual administered by a licensed clinician with current training in the use of the rating scale.
 - 9.2.7.3.2 In the case of continuing dispute, final determination will be made by the DMH Medical Director.
- 9.2.7.4 Obesity or physical disability – For clients requiring specialized equipment such as a bariatric bed or chair, if the facility is not currently equipped, the equipment will be provided at the expense of DMH. Final disposition of equipment shall be determined on a case by case basis;
- 9.2.7.5 Orders for PRN (as needed) medication occurring four or fewer times a day;
- 9.2.7.6 Diabetic care requirements including checking glucose levels and administering insulin up to four times a day;
- 9.2.7.7 Medical need for supplemental oxygen; and
- 9.2.7.8 Wound care up to twice a day

9.3 Duration of Client Services and Utilization Review

The duration of any client's services hereunder shall not exceed **90** patient days, as defined by DMH. Services beyond **90** days must have prior written approval by DMH and will occur in 30-day increments unless otherwise specified.

DMH will implement utilization review every 30 days, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification for treatment upon failure

to receive requisite documentation within 72 hours of monthly due date as indicated on the Certification form (Attachment II).

9.3.1 InterQual shall be administered by DMH staff trained in their usage.

9.3.1.1 The individualized treatment plan will address any deficits in each of the InterQual dimensions that are currently impairing the person from being able to function at a less intensive/less restrictive level of care.

9.4 SNF-STP services shall include, but are not limited to:

9.4.1 Admission services 24/7/365;

9.4.2 Safe and clean-living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding at least once a week;

9.4.3 Three balanced and complete meals each day;

9.4.4 24-hour supervision of all clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

9.4.5 Collaboration with the DMH Care Navigator to ensure an assessment of each client for co-morbid alcohol and drug abuse, and provision of appropriate services to those who are dually diagnosed, including development of linkage with appropriate dual diagnosis services in the community to which the client will be returning;

9.4.6 Collaboration with the DMH Care Navigator to ensure that conservatorship initiations and renewals are appropriately obtained;

9.4.7 Individual and group counseling or therapy;

9.4.8 Crisis Intervention;

9.4.9 Educational services, including diagnostic services and remediation;

9.4.10 Client advocacy, including assisting clients to develop their own advocacy skills;

9.4.11 An activity program that encourages socialization within the program and the general community, and that assists linking the client to resources which are available after leaving the program;

9.4.12 Development of linkages with the general social service system;

9.4.13 Psychological and neurological services when indicated;

- 9.4.14 Physical examinations within 72 hours of admission and referral for further consultation and treatment when medically indicated;
- 9.4.15 Utilization of consultative resources, including consumer and family members in the planning and organization of services;
- 9.4.16 Discharge planning for both regular and Against Medical Advice (AMA) discharges, as appropriate; and
- 9.4.17 Maintenance of a daily attendance log for each client day, as defined by DMH, provided hereunder.

9.4.18 Individualized Treatment Services (ITS)

- 9.4.18.1 Individualized treatment services will include a program, which includes individualized therapy, and will be developed through client assessment, to meet the specific needs of each client.
- 9.4.18.2 The treatment planning process shall include level of care assessment utilizing Level of Care Utilization System.
- 9.4.18.3 Contractor shall work on individualized behavioral plans with clients to minimize the use of seclusion and physical/chemical restraints.
- 9.4.18.4 Contractor shall optimize both structured and unstructured outdoor activity time for clients.
- 9.4.18.5 At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client's service plan. DMH Clinical Reviewers will work closely with Contractor's facility treatment teams to establish an effective and therapeutic working relationship to ensure that optimum individualized care is provided. Contractor and DMH Clinical Reviewers will focus primarily on development of skills required to allow the client to successfully return to community placement, in the least restrictive, most appropriate environment.
 - 9.4.18.5.1 Discharge plans/discharge planning groups: Contractor shall discharge no less than 10% of their clients and an additional 10% of clients will be placed in discharge planning groups per month. Individualized treatment goals will be documented in the client's record at admission and updated a minimum of every 30 days.

- 9.4.18.5.2 Continuing re-evaluation of each client's discharge potential will be noted as specified by the Medi-Cal and Medicare regulations.
- 9.4.18.5.3 Contractor must submit discharge summaries to DMH's Care Navigator within three days of discharge.
- 9.4.18.5.4 Clients that have been deemed by the DMH Director or his designee to have met their treatment goals and their maximum point of medical benefit, that are deemed appropriate for a lower level of care, regardless of whether there are administrative barriers such as private conservator consent or availability of beds at lower level of care, shall be reimbursed at 75% the base rate.

9.4.19 Training Program for Clients

Contractor shall provide a structured training regimen to assist clients in the development of new skills and in modifying behaviors that prevent them from living in a lower level of care facility. The structured training program shall include, at a minimum, the following special rehabilitation program services:

9.4.19.1 Self-Help Skills Training

- a) Supervision of medications and education regarding medications;
- b) Identification and rehabilitation of physical impairment and pain, as well as future injury prevention;
- c) Bowel and bladder programs;
- d) Money management;
- e) Use of community resources;
- f) Behavior control and impulse control;
- g) Frustration tolerance/stress management;
- h) Mental health/substance abuse education; and
- i) Physical education

9.4.19.2 Behavioral Intervention Training

- a) Behavioral modification modalities;
- b) Re-motivation therapy;
- c) Patient government activities;
- d) Group counseling; and
- e) Individual counseling

9.4.19.3 Interpersonal Relationships

- a) Social counseling;
- b) Educational and recreational therapy; and
- c) Social activities such as outings, dances, etc.

9.4.19.4 Pre-vocational Preparation Services

- a) Homemaking;
- b) Work activity; and
- c) Vocational counseling

9.4.19.5 Continuing Education to help Clients manage their own self care

- a) Good nutrition;
- b) Exercise;
- c) Use of glucometers to monitor blood glucose; and
- d) Both psychiatric and physical health medications

9.4.19.6 Pre-release Planning

- a) Out-of-home planning;
- b) Linkage to medical services in the community as needed; and
- c) Linkage to benefits and other services as needed in the community

9.4.20 **Psychiatric Services**

Client to psychiatry staffing ratio shall be 75:1, or better, per facility. Psychiatric services shall be provided by the treating psychiatrist and shall include, but are not limited to:

- 9.4.20.1 Prescribing, administering, dispensing, and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness and to return clients to optimal function on a weekly basis;
- 9.4.20.2 Evaluating the need for medication, clinical effectiveness, and the side effects of medication;
- 9.4.20.3 Obtaining informed consent of the client or his/her conservator;
- 9.4.20.4 Providing medication education, including, but not limited to, discussing risks, benefits, and alternatives with clients, conservator, or significant support persons;

- 9.4.20.5 Ordering laboratory tests related to the delivery of psychiatric services;
- 9.4.20.6 Responding to emergencies 24 hours a day, seven days a week, by telephone consultation either personally or by a specifically designated colleague, and ensuring that this information is available at all times for the clinical staff on duty;
- 9.4.20.7 Available for consultation with other social and legal systems;
- 9.4.20.8 Available for consultation with care coordinators/case managers and participate in treatment planning with them;
- 9.4.20.9 Testify, when necessary, in LPS Conservatorship hearings;
- 9.4.20.10 Consult, whenever appropriate, with other general physicians and physician specialists who are providing care to his/her client, and document this in the medical record;
- 9.4.20.11 Attend all quarterly multidisciplinary meetings in order to provide medical or clinical input into treatment planning. This may include identifying, documenting, and communicating discharge barriers to DMH designated staff. If the Contractor's psychiatrist disagrees with the assessment of the DMH designated staff that a particular client is ready for discharge, the psychiatrist must document his or her rationale in the chart.
- 9.4.20.12 Provide clinical documentation that meets all legal and quality improvement requirements, including:
 - a) Medical record entries and subsequent alteration(s) are legible, dated and timed (including starting and ending time), Current Procedural Terminology (CPT) code, and signed;
 - b) Documentation of medically necessary criteria that a particular Client be kept in a locked facility;
 - c) Complete and timely initial assessment;
 - d) Ready availability of the history of medication usage in the facility; and
 - e) At a minimum, clinical progress notes that include the client's progress, clinical interventions, client response to interventions, plan of treatment, full signature of clinician, and discipline.
- 9.4.20.13 Provide at least one face to face treatment session with each

client (equivalent to CPT 90805) per week. One of these sessions each month shall be more comprehensive (equivalent to CPT 90807); and

- 9.4.20.14 Make (and document) active, and continual efforts to optimize the clients' medication in order to maximize their functional level, minimize both "positive" and "negative" symptoms of psychosis, stabilize mood and behavior, and minimize adverse medication reflect a protocol which is made clear in the medical record. Services provided will be directly related to the client's treatment plan and will be a necessary component to assist the client in reaching the goals set forth in the treatment plan.
- 9.4.20.15 Proactively identify patients for discharge. The facility staff will notify the DMH Clinical Reviewer or liaison staff of clients who refuse to leave the facility after clinical determination of readiness to move to a lower level of care.
- 9.4.20.16 Document in client's chart the clinical rationale if/when the psychiatrist disagrees with the assessment of the DMH Clinical Reviewer or liaison that a particular client is ready for discharge.
- 9.4.20.17 Follow the Mental Health Plan's (MHP's) medication monitoring guidelines.

9.4.21 Temporary Client Absences

The purpose and plan of each temporary absence, including, but not limited to, specified dates, shall be incorporated in progress notes in the client's case record. Payment for temporary absences must be therapeutically indicated and approved in writing by DMH.

- 9.4.21.1 Clients with escalating psychiatric symptoms resulting in a brief stay in an acute psychiatric hospital or who develop serious medical needs resulting in a brief medical hospital stay shall have their beds held for up to a maximum of seven days.
- 9.4.21.2 Contractor may be reimbursed for temporary client absences from Contractor's facility if they meet the following criteria:
 - 9.4.21.2.1 Bed hold(s) due to temporary leave of absence for acute hospitalization shall be limited to a maximum of seven calendar days.
 - 9.4.21.2.2 After the seven calendar days, in order to be reimbursed under the terms of the Contract, a

new admission authorization must be processed for re-entry into Contractor's facility.

- 9.4.21.2.3 Bed hold(s) due to a temporary leave of absence for acute hospitalization shall be reimbursed at the corresponding rate (facility base rate + treatment patch, if applicable); minus raw food cost; minus any treatment patch rate, for a maximum of seven calendar days.
- 9.4.21.2.4 DMH payment for bed holds due to a temporary leave of absence must be therapeutically indicated and be part of the client's treatment plan.
- 9.4.21.2.5 Payment for bed holds due to temporary leave of absence shall not be claimed or made where the client does not return to Contractor's facility or is not expected to return.

9.4.22 **Discharge Criteria and Planning**

- 9.4.22.1 At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client's service plan.
- 9.4.22.2 DMH Clinical Reviewers will review treatment plans of clients for adherence to treatment goals and timeline for estimated length of stay on a regular basis. Clients whose length of stay is beyond average will be reviewed for treatment adjustment and/or level of care adjustment as clinically appropriate.
- 9.4.22.3 Clients are generally discharged from the facility only upon the written order of the attending physician or facility medical director, or on-call physician. No medication changes shall be made during the last 30 days prior to discharge that would cause a delay in scheduled discharge unless medically necessary.
- 9.4.22.4 If a client is a voluntary admission and wishes to leave the facility without a physician's order, the client must sign a statement acknowledging departure from the facility without a written physician's order.
- 9.4.22.5 Assistance with discharges may be obtained from public agencies, including the Public Guardian's Office and State Department of Social Services

- 9.4.22.6 Upon discharge or death of a client, Contractor shall refund the following:
 - 9.4.22.6.1 Any unused funds received by Contractor for the client's bill to the payor source within 30 days;
 - 9.4.22.6.2 Any entrusted funds held in an account for the client will be disbursed to the client not conserved or conservator within three banking days;
- 9.4.22.7 Any money or valuables entrusted by the client to the care of the Contractor's facility will be stored in the facility and returned to the client not conserved or conservator in compliance with existing laws and regulations.
- 9.4.22.8 Contractor shall notify DMH's Care Coordinator when a Client is discharged from the facility and admitted to another facility within 24 hours. All such discharges and admissions will be authorized by DMH's Care Coordinator and arranged by mutual consent, with family members, DMH, and specified individuals involved with the client's treatment and supports.
- 9.4.22.9 Contractor shall provide the initial aftercare/discharge plan, including a list of current medications, to all healthcare providers from whom the patient will likely receive care after discharge, at least 24 hours prior to discharge. The Contractor shall provide the final discharge summary and medication list to healthcare provider(s) that the patient is receiving care from no later than seven days following discharge.
- 9.4.22.10 Transfer of clients between facilities will be arranged by mutual consent between Contractor and DMH and with notification to, and appropriate input from, the client's conservator, significant family members, DMH's Care Coordination Unit, and specified individuals involved with the client's treatment and support system.
- 9.4.23 **Notices**
 - 9.4.23.1 Contractor shall immediately notify DMH upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's

staff with knowledge of the circumstances.

- 9.4.23.2 Contractor shall report by telephone all special incidents to DMH and shall submit a written special incident report within 72 hours. Special incidents shall include, but are not limited to: suicide or attempt; absence without leave (AWOL); death or serious injury of clients; criminal behavior (including arrests with or without conviction); and any other incident which may result in significant harm to the client or staff or in significant public or media attention to the program.

9.4.24 Emergency Medical Care

- 9.4.24.1 Clients who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to nor reimbursable under the Contract.
- 9.4.24.2 Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.
- 9.4.24.3 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH ICD Director or designee upon request.

9.4.25 Data and Information Exchange

- 9.4.25.1 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH ICD Director or designee. Contractor also acknowledges that DMH utilizes LANES as a Health Information Exchange network and agrees to provide admission history and physical, recent psychiatric progress notes as applicable and necessary, psychotropic medication information, and discharge / transfer summary when needed.

10.0 GREEN INITIATIVES

- 10.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2 Contractor shall notify DMH ICD Director or designee, upon request, of Contractor’s new green initiatives prior to Contract commencement.

11.0 SNF-STP OUTCOMES, PERFORMANCE MEASURES AND PERFORMANCE REQUIREMENTS SUMMARY

11.1 SNF-STP Outcomes

Contractor **SHALL** ensure the SNF-STP services are designed to produce the following outcomes for individuals served by SNF-STPs. This list is not exhaustive and may be subject to change:

- 11.1.1 Reduced utilization of Urgent Care Centers, hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration;
- 11.1.2 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;
- 11.1.3 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs, dual diagnosis, and intensive services programs; and
- 11.1.4 Clients' and their family members' (when appropriate) satisfaction with the crisis intervention received.

11.2 Performance Measures

- 11.2.1 Contractor SHALL ensure SNF-STP operations are aligned with the Performance-based Criteria identified in Table 1 – Performance Requirements Summary. These measures assess the Contractor's ability to provide the services as well as the ability to monitor the quality of services.
- 11.2.2 Contractor SHALL maintain processes for systematically involving families, key stakeholders, and direct service staff, including DMH, in defining, selecting, and measuring key performance quality indicators at the program and community levels in the areas of: staffing, treatment program, client flow, clientele, and response times. These quality indicators shall be measured quarterly and reported to DMH. Should there be a change in federal, State and/or County policies/regulations, DMH will advise the Contractor of the revised Performance-based Criteria with 30-days' notice.

Table 1 – Performance Requirements Summary

PERFORMANCE REQUIREMENTS		METHOD OF COLLECTING DATA	PERFORMANCE TARGETS
1.	Agency accepts all clients referred by DMH Intensive Care Division (ICD) for which it has available beds. Agency acknowledges ICD has pre-screened clients as clinically appropriate for SNF-STP level of care according to generally accepted standards.	Centralized tracking of referrals, acceptances and admissions by ICD.	100% compliance as measured by number of admissions per month within fourteen days of referral over six-month period.
2.	Agency demonstrates client improvement in function such that client is able to concretely attain goals and progress towards discharge planning in a timely manner. Section 9.4.18.6 of this SOW.	Sample review of records.	100% compliance as determined by number of clients who increase in level of function and/or privileges per month as documented by agency over six-month period. 20% of patients discharged / discharge ready from facility per month.
3.	Assessment of each client for co-morbid substance use disorder Facility must provide and document provision of services to those who are dually diagnosed for a minimum of 12 weeks, including development of linkage with access to appropriate dual diagnosis services in the next level of care to which the client will be discharged. Section 9.4.5 of this SOW.	Sample review of records.	100% compliance.

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

☐ **Medical History & Physical Examination**

☐ Unremarkable

☐ Allergies: _____

☐ Positive Findings:

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **Comprehensive Psychiatric Evaluation**

☐ DSM-V Diagnosis: _____

☐ **Active Medical & Psychiatric Medication List**

☐ Medication Compliant

☐ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**

☐ Unremarkable

☐ Positive Findings:

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **RPR-VDRL (if applicable)**

☐ Negative

☐ Positive

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **Pregnancy Test (if applicable)**

☐ Negative

☐ Positive

☐ OB/GYN Consultation

☐ **PPD / Chest X-Ray / QuantiFERON-TB Gold (within 30 days)**

☐ Negative

☐ Positive

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **COVID-19 (within 1 week)**

☐ Vaccinated

☐ Negative

☐ Positive

☐ Medicine/Sub-Specialty Consultation & Treatment

- ☐ **Forensic History Reviewed**
 - ☐ On Probation
 - ☐ On Parole
 - ☐ Registered Sex Offender
 - ☐ Registered Arsonist
- ☐ **Voluntary**
- ☐ **Lanterman Petris Short (LPS) Act**
 - ☐ Not applicable
 - ☐ LPS Application or LPS Letters
- ☐ **High Elopement Risk**
- ☐ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ☐ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ☐ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ☐ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
 - ☐ **Medication Administration Record (MAR) with PRNs**
 - ☐ No IM PRNs administered in past 5 days
 - ☐ Medication Compliant
 - ☐ **Seclusion & Restraint Record**
 - ☐ No seclusion or restraints applied in past 5 days
- ☐ **Physician's Report Completed**

Comments:

Referring Psychiatrist / Medical Provider Information**Name:** _____**Signature:** _____ **Date:** _____**Contact Number:** _____**Physician / Medical Provider Information (if applicable)****Name:** _____**Signature:** _____ **Date:** _____**Contact Number:** _____

State of California Health and Welfare - Department of Health Services

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ CERTIFICATION ☐ RECERTIFICATION**PART I - COMPLETED BY FACILITY**CLIENT'S NAME: DATE HS-231 COMPLETED: CLIENT'S - FACILITY NUMBER: LEGAL STATUS: ADMISSION DATE: FACILITY NAME & ADDRESS: MEDI-CAL IDENTIFICATION NUMBER: SOCIAL SECURITY NUMBER: MIS# **PART II - COMPLETED BY DESIGNEE:**BIRTHDATE: AGE: SEX: ☐ Male ☐ FemaleCOUNTY: **PART III - CERTIFICATION BY**☐ Local Mental Health Director☐ You are authorized to claim payment for Treatment as recommended by you.☐ Request DeniedFROM: TO: A TOTAL OF MONTHS

*****THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*****

ADMISSION: EMOTIONAL STATE: Reason for Hospitalization: CURRENT BEHAVIORS/
DISCHARGE BARRIERS
REQUIRING SNF - IMD
LEVEL OF CARE:Problem #1:
Manifested By:Current Average Frequency: Problem #2:
Manifested By:Current Average Frequency: Problem #3:
Manifested By:Current Average Frequency: SHORT TERM GOALS
(< 90 DAYS)

Goal #1:

Goal Average Frequency: By the date of:

Goal #2:

Goal Average Frequency: By the date of:

Goal #3:

Goal Average Frequency: By the date of: LONG TERM GOALS
(> 90 DAYS)

Goal #1:

Goal Average Frequency: By the date of:

Goal #2:

Goal Average Frequency: By the date of:

Goal #3:

Goal Average Frequency: By the date of: SPECIAL TREATMENT PROGRAM
(STP) GOALS

Problem/Goal Focused

Groups/Activities:

Average STP/week Participation/Attendance: Average STP/week Participation Goal: By the date of:

Response to Special Treatment Program:

Current Level:

Response to Incentive Program:

Level Goal: By the date of:

Designee Signature

Designee Title

Affiliation

Date

Contract Liaison

Contract Liaison Title

County and Department

Date

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date.

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:** **Prepared:****Returned by Contractor:****Action Completed:****DISCREPANCY / ISSUE:**_____
Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**_____
Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**_____
Signature of Contractor Representative_____
Date**COUNTY ACTIONS:** _____ -

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

Page 1