COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 9, 2009

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

Dear Supervisors:

APPROVE AMENDMENTS FOR THE ENHANCED EMERGENCY SHELTER PROGRAM FOR TRANSITION AGE YOUTH (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend five Enhanced Emergency Shelter Program Agreements to provide temporary emergency shelter beds and enhanced basic living support services for Transition Age Youth, and delegate authority to execute additional agreements with qualified agencies consistent with the Mental Health Services Act Community Services and Supports Plan.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute Amendments, substantially similar to Attachment I, to extend five current Enhanced Emergency Shelter Program (EES Program) Agreements, for three years with the following contractors also listed in Attachment II, to provide temporary emergency shelter to Seriously Emotionally Disturbed (SED) and Severely and Persistently Mentally Ill (SPMI) Transition Age Youth (TAY): 1) 1736 Family Crisis Center, 2) California Hispanic Commission on Alcohol and Drug Abuse, Inc., 3) Gateways Hospital and Mental Health Center, 4) Special Service for Groups, and 5) CHOICES Recovery Services. Under the Mental Health Services Act (MHSA), TAY is defined as youth 16-25 years of age. The cost for Fiscal Years (FYs) 2009-10, 2010-11, and 2011-12 is $605,000 annually, and these amendments will be fully funded with MHSA Community Services and Supports (CSS) Plan funds. The Amendments will be effective on July 1, 2009, or Board approval, whichever is later, through June 30, 2012.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute additional EES Program Agreements, if any, with eligible, qualified agencies, provided that: 1) the aggregate total payments to all contractors does not exceed $605,000 annually for FYs 2009-10, 2010-11, and 2011-12; and 2) the additional services and supports meet identified needs consistent with the CSS Plan.

3. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to the Agreements, provided that: 1) the applicable contracted per-night rate is not increased by more than 20 percent annually; 2) any increase is used to provide additional services and/or supports or to reflect program and/or policy changes; 3) the Board has appropriated sufficient funds for all additions and/or modifications; 4) approval of County Counsel and the Chief Executive Officer (CEO), or designees, is obtained prior to any such amendments; 5) the parties, by written Amendment, mutually agree to reduce programs or services and revise the applicable contracted per-night rate; and 6) the Director of Mental Health notifies your Board within 30 days after execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The five EES Program Agreements are currently authorized through June 30, 2009. Approval of the recommended actions ensures that temporary emergency shelter beds and enhanced basic living support services designed specifically for homeless SED/SPMI TAY continue to be available without interruption. The MHSA CSS Plan identified several outcomes for TAY accessing the EES Program including: 1) access to basic support services and linkages; 2) safe and adequate housing, including reduction in homelessness; 3) ensuring access and linkage to services when TAY elect to receive them; 4) timely access to needed help, especially during times of crisis; 5) a network of supportive relationships; and 6) opportunities to build trusting relationships with persons who can, as the TAY is ready, assist the TAY toward recovery and wellness.

In short, the Agreements authorize qualified contractors to provide referral, linkage, counseling and life-skills services, food, clothing, shelter, transportation, and temporary emergency 24-hour, seven days per week shelter for up to 29 consecutive days to qualifying TAY.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 1, Operational Effectiveness, Goal 2, Children, Families and Adult Well-Being, and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The total annual program cost of $605,000 fully funded with MHSA CSS on going funds is included in the Department of Mental Health (DMH) FY 2009-10 Proposed Budget and will be requested as part of the annual budget process for FYs 2010-11 and 2011-12. There is no increase in net County cost.

The County will pay the EES Program contractors at an enhanced services rate established by DMH of $85.00 per client per night. An additional rate of $42.50 per child per night will be paid for clients with children, with a maximum payment for two children per night. The County will not guarantee a specific or minimum number of client referrals or funding amount to a contractor. Since EES beds are purchased on an "as needed" basis, the Agreements do not contain a contract dollar amount. Under no circumstance will the total aggregate payment to all contractors be more than $605,000 annually for FYs 2009-10, 2010-11, and 2011-12.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The focus of the MHSA CSS Plan is on recovery-oriented services for people who are diagnosed as SED and/or SPMI. Within TAY, the priority populations are those who are diagnosed with SED/SPMI and who are homeless or currently at risk of homelessness, those aging out of the child welfare, child mental health, and juvenile justice systems, those leaving long-term institutional care, those who have experienced their first psychotic break, and those with co-occurring substance abuse disorders. TAY with serious mental health challenges are often highly transient, and therefore present unique challenges for providing effective services and supports. One of the primary challenges to effectively providing services and supports is to establish a trusting relationship in a safe and supportive environment with the person to receive the service. The EES Program is a necessary resource where this essential outreach and engagement can begin.

DMH TAY Division Housing Specialists and System Navigation staff will serve as "gatekeepers" responsible for identifying the housing needs of SED/SPMI TAY, and for verifying that the client meets the CSS target population. Once authorized for admission to an EES Program site, the staff will screen the client to determine the level

of mental health services needed and work toward achieving the necessary linkage to services. These services may include MHSA Full Service Partnership (FSP) programs or less intensive services based on the client's needs. The TAY Division Housing Specialists will further assist the client with securing more permanent living arrangements for the client upon leaving the shelter.

The attached Amendment format has been approved as to form by County Counsel. The CEO has reviewed the proposed actions. Clinical and administrative staff at DMH will continue to administer and supervise the Agreements, evaluate programs to ensure that quality services are being provided to clients and ensure that Agreement provisions and departmental policies are followed. Additionally, DMH-designated TAY staff will maintain a database to track client referrals and FY expenditures.

Attachment II, which corresponds to each specific Agreement with contractors 1736 Family Crisis Center, California Hispanic Commission on Alcohol and Drug Abuse, Inc., Gateways Hospital and Mental Health Center, Special Service for Groups, and CHOICES Recovery Services provides information regarding agency names, locations, existing contract numbers, Supervisorial Districts, and Service Planning Areas.

CONTRACTING PROCESS

On August 13, 2007, DMH issued a Request for Information (RFI) for "Enhanced Emergency Shelter Program for TAY (ages 16-25) under the MHSA (Bid# DMH081507B1)" to over 1,000 agencies and individuals on the DMH master bidders' list, and also posted the RFI on the County and DMH web sites (http://lacounty.info) and (http://dmh.lacounty.info/RFSQ). Nine agencies responded to the RFI. The five contractors listed in Attachment II met the minimum qualifications and successfully responded to the Enhanced Emergency Shelter Program RFI. Your Board previously authorized DMH to enter into Agreements with these five contractors effective through June 30, 2009. The proposed amendments will extend these Agreements through June 30, 2012.

DMH will accept responses to the EES program RFI on a continuous basis through June 30, 2009, and an addendum to the RFI will be posted to extend this date to June 30, 2012.

IMPACT ON CURRENT SERVICES

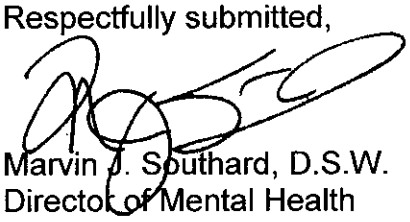
Board approval of the proposed actions is expected to provide improved referral and linkage to mental health services and supports for the priority population of SED/SPMI TAY through the addition of the EES Program. Upon full implementation, it is estimated

that over 300 SED/SPMI TAY will obtain temporary emergency shelter and other necessary services and support through the EES Program.

CONCLUSION

DMH will need one copy of the adopted Board actions. It is requested that the Executive Officer of the Board notify DMH's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



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

MJS:ST:RK:AW

Attachments (2)

c: Chief Executive Officer
Acting County Counsel
Chairperson, Mental Health Commission
Executive Officer, Board of Supervisors

Attachment I

CONTRACT NO. MH_____

AMENDMENT NO. ___

THIS AMENDMENT is made and entered into this ____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No._____, (hereafter "Agreement"); and

WHEREAS, for Fiscal Years (FY) 2009-10, 2010-11 and 2011-12, County and Contractor intend to amend Agreement described hereunder; and

WHEREAS, County desires to provide to those Seriously Emotionally Disturbed (SED) and/or Severely and Persistently Mentally Ill (SPMI) homeless Transition Age Youth (TAY), and/or TAY with families at risk of becoming homeless, in Los Angeles County who qualify, under the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan, with enhanced basic living support services (i.e., food, clothing, hot meals, temporary shelter, supportive services, short-term case management, etc.) as described in Exhibit A-1 (Statement of Work); and

WHEREAS, the objective of these services is to provide accessible, safe, time-limited shelter with enhanced services and supports for homeless SED and/or SPMI TAY and their immediate families who are at risk of becoming homeless, while linkages to longer-range housing and treatment services are arranged; and

WHEREAS, the Contractor has been providing Enhanced Emergency Shelter (EES) Services pursuant to the Agreement. The parties wish to extend the Agreement

to cover a period of three (3) years beginning with FY 2009-10 and make other revisions to the Agreement as set forth herein.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. This Amendment shall be effective on July 1, 2009 or Board approval, whichever is later.

2. Paragraph 1 (TERM), subparagraphs A and B shall be deleted in their entirety and replaced with the following:

"A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty days prior to the end of the Initial Period.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2010, and shall continue in full force and effect through June 30, 2011.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2011, and shall continue in full force and effect through June 30, 2012."

3. Paragraph 22. (INDEMNIFICATION AND INSURANCE) shall be deleted in its entirety and the following inserted in its entirety:

"22. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents 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 Contractor's acts and/or omissions arising from and/or relating to this Contract.

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B. and C. of this Paragraph 22. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has

been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its

insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Ave., 5th Floor

Los Angeles, CA 90020

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to

liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3) Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4) Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6) Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8) Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and

approval of any Subcontractor request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

11) Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation

of insureds provision with no insured versus insured exclusions or limitations.

13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14) County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage

1) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each

single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation."

4. Paragraph 49. (CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS) shall be deleted in its entirety and the following inserted in its entirety:

"49. <u>CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT:</u> Should contractor require additional or replacement personnel after the effective date of this agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. <u>If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services'</u>

GAIN/GROW staff at GRAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to contractor."

5. Paragraph 66. (NOTICES) shall be moved to Paragraph 67 (NOTICES). Any reference made to Paragraph 66. (NOTICES) shall be deemed a reference to Paragraph 67. Wherever the Paragraph 66. "NOTICES", Appears in Agreement, the parties agree that Paragraph 67. "NOTICES" shall be substituted therefore.

6. Paragraph 66. (FORCE MAJEURE) shall be added to this Agreement:

"66. FORCE MAJEURE

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for

failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

7. Exhibit A - Statement of Work shall be deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit A shall be deemed amended to refer to "Exhibit A-1 Statement of Work".

8. Exhibit B – Fee Schedule, shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference. All reference in Agreement to Exhibit B shall be deemed amended to refer to "Exhibit B-1 Fee Schedule".

9. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name_____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

ALM: EESP Extension – 09-10

EXHIBIT A

STATEMENT OF WORK

MENTAL HEALTH SERVICES ACT
ENHANCED EMERGENCY SHELTER PROGRAM FOR
TRANSITION AGE YOUTH

1. Overview

The Enhanced Emergency Shelter Program for Transition Age Youth (the EES Program) is intended to provide shelter, food, clothing, hygiene products, supports (transportation, linkage to mental health, substance abuse, vocational, educational, counseling, benefits establishment, and more permanent housing options), and other identified necessities to Seriously Emotionally Disturbed (SED) and Severe and Persistently Mentally Ill (SPMI) transition age youth (TAY) who are homeless, or at immediate risk of becoming homeless. Under the Mental Health Services Act (MHSA), TAY is defined as "youth 16 years of age to 25 years of age." These TAY generally have no other available funding source to pay for housing and must meet all of the criteria listed in Section 2.A. of this Exhibit to qualify for the EES Program under the MHSA Community Services and Supports (CSS) Plan. All those TAY meeting such criteria will be hereinafter referred to as Clients.

2. Scope of Work

The services and supports provided under the EES Program shall be provided on a 24-hour basis in Contractor's residential facility(ies) for a maximum of 20 days per Client. Three (3) subsequent 3-day extensions of enhanced basic living support services per Client may be made upon review of the client's placement plan and implementation progress and written approval by the Department of Mental Health (DMH). In no event, shall the services and supports provided pursuant to the EES Program be furnished for more than 29 continuous days per Client, per episode, including extensions.

A. Persons To Be Serviced:

Contractor shall provide services and supports to individuals who meet all of the following criteria:

1) Individual is a TAY, i.e., between the ages of 16 and 25; and
2) Individual or individual and his/her children are homeless or at immediate risk of becoming homeless and does not have an alternative place to stay; and
3) Individual is SED/SPMI and diagnosed with an Axis I disorder as determined by DMH staff; and
4) Individual or individual and his/her children do not have SSI or other resources to pay for shelter; and

5) Individual has a psychiatric condition that does not require acute emergency intervention, inpatient hospitalization, or other 24-hour treatment as determined by DMH staff; and
6) Individual has an assigned DMH TAY Navigation Team and/or DMH Case Manager; and
7) Individual is referred to Contractor's facility(ies) solely by DMH TAY Division. County may cancel the approved referral of any Client to Contractor's facility(ies), at any time, as determined by DMH, in its sole discretion.

B. Program Services and Supports:

Contractor shall provide EES Program services and supports as described in this Agreement. The services and supports offered shall include, but are not limited to:

1) Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, and a change of laundered bedding at least once a week; and
2) A minimum of three (3) balanced and complete meals each day that meet the United States Department of Agriculture (USDA) standards with at least two of the three meals must be hot; and
3) Appropriate clothing, laundry facilities, and toiletries (e.g., comb, toothbrush, hygiene products, etc.), as needed; and
4) Enhanced supportive services and programming that may include, but are not limited to counseling, self-help groups, individual rooms, short-term case management, etc; and
5) General 24-hour oversight of all Clients by properly trained personnel; and
6) Goods and services provided at no cost to Clients; and
7) Compliance with all health and safety requirements, including, but not limited to, passing facility inspection by the County's Department of Health Services, Department of Public Health, Fire Department, and DMH; and
8) Compliance with required reporting of known or suspected child abuse and elder abuse; and
9) Cooperation with DMH staff assigned to assure each Client's linkage to ongoing mental health services; and
10) Reporting by telephone within 24 hours of all special incidents involving Clients to the Director of Mental Health or the Director's designee and submitting a written special incident report within 72 hours of the incident. Special incidents shall include, but are not limited to, suicide or attempt or other psychiatric emergency; unauthorized absence from Contractor's facility(ies); death or serious injury; criminal behavior (including arrests with or without conviction); positive results of substance abuse from urine screenings; and any other incident which may result in significant public or media attention to the EES Program.

3. Emergency Medical Treatment

Clients who are provided EES Program services and supports hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation and the cost of any emergency medical care shall not be a charge to nor reimbursable under this Agreement. Contractor shall establish and post written procedures in a prominent public area accessible by all program participants describing appropriate action to be taken in the event of a medical emergency. Contractor shall notify DMH within 72 hours of the occurred medical emergency concerning the circumstances and status of the Client.

4. Disaster and Mass Casualty Plan

Contractor shall post and maintain a written disaster and mass casualty plan of action in accordance with the California Code of Regulations (CCR) Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's Contracts Development and Administration Division at least ten days prior to the commencement of services under this Agreement.

5. Notification of Death

Contractor shall immediately notify the Director of Mental Health or the Director's designee 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 deceased's DMH Integrated System (I.S.) identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

6. DMH's Responsibilities

DMH shall provide Contractor with information regarding DMH's payment authorization policies and procedures as necessary for Contractor to invoice DMH for services provided under this Exhibit. The County will not guarantee a specific or minimum number of client referrals or funding amount to a contractor. Since EES beds are purchased on an "as needed" basis, the Agreements do not contain a contract dollar amount. Under no circumstance will the total aggregate payment to all contractors be more than $201,667 for FY 2007-08 and $605,000 for FY 2008-09.

EXHIBIT B

FEE SCHEDULE

MENTAL HEALTH SERVICES ACT
ENHANCED EMERGENCY SHELTER PROGRAM FOR
TRANSITION AGE YOUTH

1. PAYMENT SCHEDULE

The Department of Mental Health (DMH) shall pay to Contractor a daily rate of $85.00 per Client, per overnight stay that qualifies under the Enhanced Emergency Shelter Program (EES Program) under this Agreement, as described in Exhibit A (Statement of Work). An additional rate of $42.50 per child per night will be paid for Clients with children, with a maximum payment for two (2) children per night.

Payment to Contractor shall be based on Contractor submitting complete and original invoices to DMH. Contractor shall use the attached billing statement (see Attachment I to Exhibit B) when submitting invoices. Invoices must be submitted monthly, in arrears, from Contractor and within 60 days of the last day of service. The DMH-designated TAY staff will review the invoices to ensure that the services and supports rendered are in substantial compliance with the requirements described in Exhibit A (Statement of Work). Additionally all services must be approved by DMH-designated TAY staff before they are rendered to be eligible for reimbursement under the EES program.

2. PAYMENT PROCEDURES

Upon receipt of original invoices from Contractor and approval by DMH, DMH shall make payment to Contractor within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall pay Contractor for the undisputed services contained in the invoice and work diligently with Contractor to resolve the disputed portion of the claim in a timely manner.

DMH shall make payments payable to Contractor. DMH shall send payments to:

Name of Agency
Address of Agency
City, State Zip

3. DESIGNATED DMH CONTACT PERSON

All questions, correspondence, and invoices shall be directed to Terri Boykins, LCSW, the DMH Lead Manager for TAY at:

County of Los Angeles – Department of Mental Health
550 South Vermont Avenue, 4th Floor
Los Angeles, CA 90020
(213) 738-2408

4. TERM OF AGREEMENT

The EES Program is funded by the Mental Health Services Act (MHSA). The program will commence upon execution of the Agreement in Fiscal Year (FY) 2007-08 and continue through FY 2008-09. Ongoing funding for this program is contingent on available funding from the State as well as continued approval of MHSA claims submitted by the County on behalf of the Contractor.

5. MENTAL HEALTH SERVICES ACT FUNDS

In the event MHSA funds are not made available by State or if the State denies any or all of the MHSA claims submitted by County on behalf of Contractor, County is not responsible for any substantive payment obligation and, accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County from any and all liability for payment of any or all of the denied MHSA claims or claims for which MHSA funds are not made available.

LEGAL ENTITY NAME:_____

Contract No.: MH_____ Legal Entity No.: N/A Amendment No. 1

LIST OF FUNDING SOURCES, PLANS, AND/OR SERVICES
(Please check all applicable funding sources, plans, and/or services for Amendment only.)

1	CGF	
2	CGF – Psychiatric Emergency Services (PES) (NCC)	
3	CGF – Transitional Residential Program (NCC)	
4	SAMHSA, CFDA #93.958	
5	SAMHSA – Child Mental Health Initiative, CFDA #93.104	
6	SAMHSA – Targeted Capacity Expansion, CFDA #93.243	
7	PATH, CFDA #93.150	
8	CalWORKs – Flex Fund	
9	CalWORKs – Mental Health Services (MHS)	
10	CalWORKs – Community Outreach Services (COS)	
11	CalWORKs – Families Project – Client Support Services	
12	CalWORKs – Families Project – MHS & Targeted Case Management	
13	CalWORKs – Families Project - COS	
14	DPSS – GROW	
15	DCFS – AB 2994	
16	DCFS – Family Preservation	
17	DCFS – Star View Life Support PHF	
18	DCFS – Independent Living	
19	DCFS – STOP	
20	DCFS – Medical Hubs	
21	DCFS – Basic MH Services – Enhanced Specialized Foster Care	
22	DCFS – Intensive In–Home – Enhanced Specialized Foster Care	
23	DCFS – Multidisciplinary Assessment Team (MAT) – Enhanced Specialized Foster Care	
24	DCFS – Wraparound	
25	Probation – Substance Abuse/Co-Occurring Disorder Services	
26	Probation – Neurobehavioral Demonstration Pilot Project	
27	Probation – Title IV E Waiver	
28	Schiff-Cardenas – M.H. Screening, Assessment, and Treatment (MHSAT)	
29	Schiff-Cardenas – Multi-Systemic Therapy Program (MST)	
30	ADPA Housing	
31	DHS-OAPP HIV/AIDS	

44	MHSA – FSP - TAY – Mental Health Services	
45	MHSA – FSP - Adult – One Time Cost	
46	MHSA – FSP - Adult – Client Supportive Services (Flex Funds)	
47	MHSA – FSP - Adult – Mental Health Services	
48	MHSA – FSP - Older Adult – One Time Cost	
49	MHSA – FSP - Older Adult – Client Supportive Services (Flex Funds)	
50	MHSA – FSP - Older Adult – Mental Health Services	
51	MHSA – Non FSP - Child – Integrated MH/COD Services	
52	MHSA – Non FSP - Child – Family Crisis Services – Respite Care	
53	MHSA – Non FSP - Child – One Time Cost	
54	MHSA – Non FSP - TAY –Drop-In Centers	
55	MHSA – Non FSP - TAY – Probation Camps	
56	MHSA – Non FSP - TAY – One Time Cost	
57	MHSA – Non FSP - Adult - IMD Step Down	
58	MHSA – Non FSP - Adult – Safe Haven	
59	MHSA – Non FSP - Adult – One Time Cost	
60	MHSA – Non FSP – Older Adult – Service Extenders	
61	MHSA – Non FSP - Older Adult – Training	
62	MHSA – Non FSP - Older Adult – One Time Cost	
63	MHSA – Non FSP - Cross-Cutting – Urgent Care	
64	MHSA – Non FSP - Cross-Cutting – Enriched Residential Services	
65	MHSA – Non FSP - Cross-Cutting – One Time Cost	
66	MHSA – Family Supportive Services (FSS)	
67	MHSA – Wellness Centers – One Time Cost	
68	MHSA – Wellness Centers	
69	MHSA – Wellness Centers - Client Run	
70	MHSA – FCCS – Child - One Time Cost	
71	MHSA – FCCS – Child - Client Supportive Services (Flex Funds)	
72	MHSA – FCCS – Child - Mental Health Services	
73	MHSA – FCCS – TAY - One Time Cost	
74	MHSA – FCCS – TAY - Client Supportive Services (Flex Funds)	

LEGAL ENTITY NAME:

Contract No.: MH **Legal Entity No.:** N/A **Amendment No.** 1

32	DHS Dual Diagnosis	
33	DHS Social Model Recovery	
34	DHS LAMP	
35	HIV AIDS	
36	IDEA (AB 3632 – SEP), CFDA #84.027	
37	AB3632 – SEP (SB 1807); SB90	
38	State Managed Care Allocation	
39	MHSA – FSP – Child – One Time Cost	
40	MHSA – FSP – Child – Client Supportive Services (Flex Funds)	
41	MHSA – FSP - Child – Mental Health Services	
42	MHSA – FSP - TAY – One Time Cost	
43	MHSA – FSP - TAY – Client Supportive Services (Flex Funds)	

75	MHSA – FCCS – TAY - Mental Health Services	
76	MHSA – FCCS – Adult - One Time Cost	
77	MHSA – FCCS – Adult - Client Supportive Services (Flex Funds)	
78	MHSA – FCCS – Adult - Mental Health Services	
79	MHSA – FCCS – Older Adult - One Time Cost	
80	MHSA – FCCS – Older Adult - Client Supportive Services (Flex Funds)	
81	MHSA – FCCS – Older Adult - Mental Health Services	
82	MHSA – Jail Linkage Services	
83	MHSA – Outreach and Engagement	
84	Medi-Cal, Healthy Families, or MAA FFP	
85	SGF - EPSDT	

FUNDING SOURCE(S) (Select from Funding Sources listed above for Amendment.)	AMOUNT Increase	FISCAL YEAR	MCA
N/A			

(See Financial Summary(ies) for funding details to MCA.)

AMENDMENT ACTION(S): BOARD ADOPTED DATE: N/A EFFECTIVE DATE: 1-21-2009

This Amendment extends the term of the Enhanced Emergency Shelter Program for a period of three (3) years. The term shall be extended from July 1, 2009 through June 30, 2012. The Amendment also adds new language, revised Exhibit A Statement of Work and Exhibit B Fee Schedule.

New Headquarters' (HQ) Address: **HQ Sup. District:**

Service Area(s):

ADD OR DELETE SERVICE SITE(S):

Name	Address	Sup. Dist.	Svc. Area(s)	Prov. No.

Deputy Director: Sandra Thomas **Lead Manager:** Terri Boykins

Revised: FY 08-09 Agreement Summary 3-2-09

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

ENHANCED EMERGENCY SHELTER PROGRAM FOR TAY CONTRACTORS
FISCAL YEARS 2009-10, 2010-2011 AND 2011-12

	AGENCY NAME	SITE ADDRESS	Sup. District (Site)	SPA
1	1736 Family Crisis Center 2116 Arlington Avenue, Suite 200 Los Angeles, CA 90018 323-737-3900	1736 Monterey Boulevard Hermosa Beach, CA 90254	4	8
	Domestic Violence Shelters (4 confidential sites)	Redondo Beach Domestic Violence Long Beach Domestic Violence	4	8
		Los Angeles (1) Domestic Violence Los Angeles (2) Domestic Violence	2	6
2	Calif. Hispanic Commission on Alcohol & Drug Abuse, Inc. (CHCADA) 2101 Capital Avenue Sacramento, CA 95816 916-443-5473	310 Foothill Boulevard Pomona, CA 91767	1	3
		1171 North Durfee Avenue South El Monte, CA 91733	1	3
3	Gateways Hospital & Mental Health Center 1891 Effie Street Los Angeles, CA 90026 323-644-2000	3455 Percy Street Los Angeles, CA 90023	1	4
4	Special Services for Groups (SSG) 605 W. Olympic Blvd., Suite 600 Los Angeles, CA 90015 213-553-1800	3778 6th Avenue Los Angeles, CA 90018	2	6
5	CHOICES Recovery Services P.O. Box 40119 Long Beach, CA 90804	735 Gaviota Ave. Long Beach, CA 90813	4	8