LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
500 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

ROBIN KAY, PH.D.
Acting Director

DENNIS MURATA, M.S.W.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

December 08, 2015

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

Dear Supervisors:

APPROVAL FOR THE DEPARTMENTS OF MENTAL HEALTH AND SHERIFF TO IMPLEMENT AN ALTERNATIVE TO CUSTODY INSTITUTION FOR MENTAL DISEASE STEP-DOWN PILOT PROGRAM AND AUTHORIZATION FOR A SOLE SOURCE AMENDMENT TO THE DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT WITH GATEWAYS HOSPITAL AND MENTAL HEALTH CENTER FOR THE PROVISION OF AUGMENTED RESIDENTIAL MENTAL HEALTH SERVICES FOR SENTENCED MALE INMATES WHO QUALIFY FOR ASSEMBLY BILL 109 FUNDING
(FIRST DISTRICT)
(3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )
DISAPPROVE ( )

SUBJECT

Request approval for: 1) the Departments of Mental Health and Sheriff to implement an Alternative to Custody pilot program for sentenced male inmates that are within six months or less of release from jail who have intensive co-occurring mental health and substance use disorders and whose placement in the program can be funded under Assembly Bill 109 and 2) amend the Department of Mental Health Legal Entity Agreement with Gateways Hospital and Mental Health Center for augmented residential mental health services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Department of Mental Health (DMH) and the Los Angeles County Sheriff's Department (LASD) to implement an Alternative to Custody (ATC) Institution for Mental Disease (IMD) Step-Down pilot program, Gateways Hospital and Mental Health Center (Gateways), to serve

sentenced male inmates who would be better served by a community provider of mental health services in a residential setting and meet the following: 1) have intensive co-occurring mental health and substance use disorders; 2) are within six months or less of release from jail; and 3) placement in the program can be funded under Assembly Bill (AB) 109. Program participants would maintain an alternative custody legal status and remain under the jurisdiction of the LASD, but they would serve the remainder of their sentences residing in the ATC IMD Step-Down program where they will receive specialized intensive residential program services.

2. Approve and instruct the Acting Director of Mental Health (Acting Director), or her designee, to prepare, sign, and execute a sole source amendment, substantially similar to Attachment I, to the existing DMH Legal Entity (LE) Agreement with Gateways (Agreement) to implement the ATC IMD Step-Down pilot project. The amendment will be effective upon your Board's approval and will increase the Maximum Contract Amount (MCA) by $3,995,000 for Fiscal Year (FY) 2015-16, funded by 2011 Realignment – AB 109 in the amount of $3,290,000 and Federal Financial Participation (FFP) Medi-Cal in the amount of $705,000, for a revised MCA of $27,522,060.

3. Delegate authority to the Acting Director, or her designee, to extend the ATC IMD Step-Down pilot project for FYs 2016-17 and 2017-18 with Gateways based on program success and confirmed ongoing funding from the Chief Executive Office (CEO) and the Director of the Office of Diversion and Re-Entry of the Department of Health Services (DHS).

4. Delegate authority to the Acting Director, or her designee, to prepare, sign, and execute future amendments to Agreement and establish as a new MCA the aggregate of the original Agreement and all amendments provided that: 1) the County's total payments to this Contractor do not exceed an increase of 25 percent from the revised MCA which the Board is being asked to approve in Recommendation 2 above; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel is obtained prior to any such amendment; 5) the County and Contractor may, by written amendment, reduce programs or services without reference to the 25 percent limitation and revise the applicable MCA; and 6) the Acting Director, or her designee, notify your Board and the CEO of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will enable DMH, in collaboration with LASD, to augment Gateways' existing LE Agreement to implement the ATC IMD Step-Down pilot program for sentenced male inmates, 18 to 54 years of age, that are within six months or less of release from jail, and who have intensive co-occurring mental health and substance use disorders and whose placement in the program can be funded under AB 109. Program participants would remain under the jurisdiction of the LASD while residing and receiving services in the ATC IMD Step-Down program and will be monitored through LASD's Electronic Monitoring Program using Global Positioning Satellite (GPS). The inmates are subject to return to custody for any program non-compliance.

Of the over 19,000 individuals currently housed in the Los Angeles County jails, approximately 3,400 or 18 percent are diagnosed with mental illness, making the County jails one of the largest mental health providers in the country. Many of these individuals have mental health needs that would be better served by community providers of mental health services and supports, yet they have not been successfully linked to and engaged in community treatment. Over the years, DMH and LASD have developed a limited number of projects to address the needs of these individuals. As the

number of inmates with mental health needs continues to increase, the need for expanded ATC programs has become even more critical.

Candidates selected for the ATC IMD Step-Down program will be sentenced male inmates, whose placement in the program can be funded under AB 109 that have been incarcerated for non-sexual, non-serious, and non-violent offenses that appear to be the result of or associated with their mental illness.

Each program candidate will be screened by LASD via a validated risk assessment tool designed to assess an inmate's risk of recidivism. Eligible candidates may range from low to moderate risk with a case-by-case review of eligibility for inmates who score a high risk for recidivism related to non-violent drug or property crimes. Inmates who score high risk for violent behavior or pose a known public safety risk to the facility or community are ineligible for placement in this program. Inmates determined to be high-risk for drug or property related recidivism will be reviewed on a case-by-case basis in collaboration with DMH and Gateways to determine their program eligibility and to provide program authorization.

Eligible participants will receive pre-release orientation to the program through Motivational Interviewing techniques prior to transfer from jail to the residential program to prepare participants for intensive community-based services. LASD will transfer candidates from the correctional facilities to the Adult Residential Facility (ARF) operated by Gateways. DMH Jail Mental Health Services staff and DMH Jail Linkage Services staff will collaborate prior to the participant's transfer to ensure discharge summaries and medication prescriptions are provided upon release from jail. Gateways will contract with a security agency to provide on-site, 24 hours a day security guards, and the ARF will be equipped with a delayed egress system to ensure security and monitor participants' program compliance, but it is not a locked facility. As an additional security measure, program participants will be outfitted with GPS tracking devices and monitored for compliance by the LASD's approved electronic monitoring service vendor and LASD personnel. Should program participants leave the program prior to completion or fail to cooperate with the program requirements, they will be returned to jail by LASD to serve the remainder of their sentences.

This specialized intensive residential program will employ a recovery-based approach with a strength-based focus in order to empower program participants to develop their goals toward community re-integration, life skills acquisition, and the capacity to increase current levels of community functioning. An individualized graduated approach to community re-integration will allow these individuals to complete the program at their own pace. Upon completion of the program, participants will be linked to ongoing community services and supports.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The FY 2015-16 cost of the amendment for Gateways to implement the ATC program is $3,995,000, which is fully funded with 2011 Realignment – AB 109 in the amount of $3,290,000 and FFP Medi-Cal in the amount of $705,000, and is included in DMH's FY 2015-16 Adopted Budget.

Funding for future years will be requested from the CEO, with the concurrence of the DHS Office of

Diversion and Re-Entry, during the annual budget process, should the ATC IMD Step-Down pilot program prove successful.

The requested action will have no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH and LASD are developing the attached Memorandum of Understanding (MOU) (Attachment II) to implement the ATC IMD Step-Down pilot program and establish their mutual understandings, commitments, responsibilities, and protocols. The MOU will address how the potential participants will be assessed, screened, and transferred by the LASD, and set forth the protocols DMH will utilize to screen the referrals, and conduct contract monitoring and oversight of the mental health services provided by Gateways.

The ATC IMD Step-Down program will be housed in a licensed ARF, Gateways Normandie Village East, located at 1355 South Hill Street, Los Angeles, CA 90015, with an off-site Medi-Cal certified outpatient mental health clinic that provides field-based mental health, and co-occurring disorder services. The facility will serve up to 42 individuals at any given time. The residential, mental health and substance use treatment services will be provided by Gateways, a contracted provider with extensive experience providing intensive residential mental health treatment services to individuals with criminal justice histories.

On August 18, 2015, Gateways held a meeting to present the plan for the pilot to members of the community and community stakeholders to advise them of the new client population that will be served at Gateways Normandie Village East site; however, no community stakeholders attended to provide public comments.

Over the course of this project, DMH, in collaboration with LASD, will evaluate the effectiveness and outcomes of the ATC IMD Step-Down program. If successful, the pilot will provide a model for future replication throughout the County.

The attached Amendment format (Attachment I) has been approved by County Counsel. CEO has approved the Sole Source Contract Checklist (Attachment III). DMH clinical and administrative staff will administer and monitor the LE Agreement, evaluate the ATC IMD Step-Down program to ensure that quality services are being provided to individuals, and make certain that agreement provisions and departmental policies are followed.

In accordance with your Board Policy Manual, Section 5.220, Authority to Approve Increase to Board Approved Contract Amounts requirements, DMH notified your Board on August 20, 2015 (Attachment IV), identifying and justifying the need for the requested percentage increase exceeding 10 percent.

CONTRACTING PROCESS

DMH surveyed its existing IMD Step-Down providers to identify providers that would be able to provide specialized IMD Step-Down program services for sentenced male inmates who qualify for AB 109 funding and provide housing from a single site location for up to 42 individuals. Gateways was the only agency with the experience needed to treat the target population and the available capacity to have all 42 individuals housed in one single residential facility.

Gateways is a nonprofit organization with its headquarters office located at 1891 Effie Street, Los Angeles, CA 90026, First Supervisorial District, and is uniquely qualified to provide the intensive mental health services and housing for this pilot project. Since 1953, Gateways has provided a full range of recovery-based mental health services, including acute inpatient services, IMD Step-Down programs, outpatient mental health clinics, homeless services, and housing programs. Additionally, Gateways has over 35 years of experience serving adults 18 years of age and over with severe and persistent mental illness with co-occurring substance abuse disorders and involved in the criminal justice system.

Since April 2007, Gateways has operated three successful DMH IMD Step-Down programs funded by the Mental Health Services Act in Service Area 4, which includes a specialized forensic IMD Step-Down program, an alternative sentencing residential program designed to serve individuals involved in the criminal justice system, and a residential and outpatient mental health treatment services in Los Angeles County for the California Department of Corrections and Rehabilitation (CON-REP) program.

To comply with your Board's contracting policy for sole source contracts, DMH notified your Board on May 19, 2015, of its intent to negotiate a sole source amendment with Gateways (Attachment V).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Adoption of the recommended actions will enable DMH, in collaboration with LASD, to implement a pilot ATC IMD Step-Down program at Gateways Normandie Village East to provide augmented residential mental health services for sentenced male inmates with intensive co-occurring mental health and substance use disorders and whose placement in the program can be funded through AB 109. The program will enable these individuals to serve the remainder of their sentences in the IMD Step-Down program to stabilize their mental health conditions and support their recovery from substance use. The specialized intensive residential program will employ a recovery approach to empower participants towards community re-integration and provide linkage to community services and supports.

Respectfully submitted,

ROBIN KAY, Ph.D.
Acting Director of Mental Health

JIM McDONNELL
Sheriff

RK:MM:RC:jn

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chairperson, Mental Health Commission
Department of Health Services

Attachment I

CONTRACT NO. MH121268

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this ___ day of _____, 2015, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Gateways Hospital and Mental Health Center (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated July 1, 2015, identified as County Agreement No. MH121268, as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2015-16 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County has implemented an Alternative to Custody (ATC) Institution for Mental Disease (IMD) Step-Down pilot program whereby up to 42 sentenced male inmates that are within six months or less of release from jail, who have intensive co-occurring mental health and substance use disorders; and whose placement in the program can be funded under Assembly Bill 109, will remain under the jurisdiction of the Los Angeles Sheriff's Department, be outfitted with a Global Positioning Satellite device, and serve the remainder of their sentences in a specialized intensive residential mental health treatment program; and

WHEREAS, for FY 2015-16 only, County and Contractor intend to amend Agreement to increase the Maximum Contract Amount (MCA) by $3,995,000 and add service exhibit to enable Contractor to operate said ATC IMD Step-Down pilot program.

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

1. For FY 2015-16 only, Post Release Community (PRC) Supervision-Community Reintegration Program (Non-Medi-Cal) Funded Program funds are increased in the amount of $1,233,677; PRC Supervision-Community Reintegration Program Invoice Funded Program funds are increased in the amount of $1,821,323; and PRC Supervision-Community Reintegration Program (Medi-Cal) Funded Program funds are increased in the amount of $940,000, for a combined total increase of $3,995,000, to the MCA. For FY 2015-16, the revised MCA is $27,522,060.

2. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraph C (REIMBURSEMENT FOR INITIAL PERIOD), shall be deleted in its entirety and the following substituted therefor:

"(1) Reimbursement For Initial Period: The MCA for the Initial Period of Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed TWENTY-SEVEN MILLION FIVE HUNDRED TWENTY-TWO THOUSAND SIXTY DOLLARS ($27,522,060) and shall consist of Funded Programs as shown on the Financial Summary."

3. Financial Summary (Attachment III) -4 for FY 2015-16, shall be deleted in its entirety and replaced with Financial Summary (Attachment III) - 5 for FY 2015-16 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary (Attachment III) – 4 for FY 2015-16, shall be deemed amended to state "Financial Summary (Attachment III) - 5 for FY 2015-16."

4. Attachment IV, Service Delivery Site Exhibit – 2, shall be deleted in its entirety and replaced with revised Attachment IV, Service Delivery Exhibit - 5 attached hereto and incorporated herein by reference. All references in Agreement to Attachment IV, Service Delivery Site Exhibit – 2, shall be deemed amended to state "Attachment IV, Service Delivery Site Exhibit - 5."

5. Attachment V, Service Exhibits (Listing), shall be deleted in its entirety and replaced with Attachment V, Service Exhibits (Listing) – 5, attached hereto and incorporated herein by reference. All references in Agreement to Attachment V, Service Exhibits (Listing) shall be deemed amended to state "Attachment V, Service Exhibits (Listing) – 5."

6. Service Exhibit 16, ALTERNATIVE TO CUSTODY IMD STEP-DOWN PROGRAM – shall be added and is attached hereto and incorporated herein by reference.

7. Contractor shall provide services in accordance with Contractor's FY 2015-16 Negotiation Package for this Agreement and any addenda thereto approved in writing by the County's Acting Director of Mental Health or her designee.

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

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By _____
ROBIN KAY, Ph.D.
Acting Director of Mental Health

Gateways Hospital and Mental Health Center
CONTRACTOR

By _____

Name Mara Pelsman

Title Chief Executive Officer
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Interim Chief, Contracts Development and Administration Division

JN:Gateways_Amend #5 for FY 2015-16 120115

Provider No. ____

SERVICE EXHIBIT 16

ALTERNATIVE TO CUSTODY IMD STEP-DOWN PROGRAM
(Adults)

1. **GENERAL**: The Alternative to Custody (ATC) Institutions for Mental Disease (IMD) Step-Down Program will serve sentenced male inmates, 18 to 54 years of age that are within six months or less of release from jail, who have intensive co-occurring mental health and substance use disorders, and whose placement in the program can be funded under Assembly Bill (AB) 109. Program participants will reside in a licensed Adult Residential Facility with augmented residential supervision and mental health services provided from an off-site Medi-Cal certified outpatient mental health clinic. This specialized intensive residential program will employ a recovery-based approach with a strength-based focus in order to empower program participants to develop their goals toward community re-integration, life skills acquisition, and the capacity to increase current levels of community functioning. Upon termination from the program, participants will be linked to ongoing community services and supports.

Housing, mental health and substance abuse treatment services, augmented residential supervision and 24 hours a day, 7 days week (24/7) security shall be provided by Contractor. Contractor shall secure a private security agency to provide on-site security guards 24/7. The residential facility will not be locked, but will be equipped with a delayed egress for security and monitoring of participant' program compliance. Program participants will be outfitted with Global Positioning Service (GPS) tracking devices provided by the Los Angeles Sheriff's Department (LASD) and monitored for compliance by LASD's approved electronic monitoring service vendor and LASD. The services to be provided hereunder are described in Contractor's Proposal/Negotiation Package for the Agreement, including any addenda thereto, as approved in writing by Director.

2. **PERSONS TO BE SERVED**: Contractor shall provide services to sentenced male inmates, 18 to 54 years of age that are within six months or less of release from jail, who have intensive co-occurring mental health and substance use disorders; and

whose placement in the program can be funded under AB 109. Candidates selected for the program will be sentenced male inmates who have been incarcerated for non-sexual, non-serious and non-violent offenses that appear to be the result of, or associated with, their mental illness. The program will not admit individuals who are Registered Sex Offenders. Program participants will maintain an alternative custody legal status, under the jurisdiction of LASD and will be outfitted with GPS tracking devices and monitored for compliance through Community Based Alternatives to Custody personnel.

3. **SERVICE DELIVERY SITE**: Contractor's facilities where services are to be provided hereunder are located at Gateways licensed Adult Residential Facility - Normandie Village East, located at 1355 South Hills Street, Los Angeles, CA 90015 with an off-site Medi-Cal certified outpatient mental health clinic located at 340 N. Madison, Los Angeles, CA 90004 as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least sixty (60) days before terminating services at such location(s) and/or commencing such services at any other location(s).

4. **EMERGENCY MEDICAL TREATMENT**: Clients provided services hereunder 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 Agreement; however, Contractor shall assure that such transportation and emergency medical care are provided. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with California Code of Regulations Title 22, Section 80023. Such plan and procedures shall be submitted to the Department of Mental Health's (DMH) Contracts Development and Administration Division at least 10 days prior to the commencement of services under the Agreement.

5. **NOTIFICATION OF DEATH**: Contractor shall immediately notify the DMH Program Manager upon becoming aware of the death of any client provided services hereunder or any individual residing at the Contractor's facility. 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, including additional parties notified.

6. **QUALITY ASSURANCE**: Contractor shall comply with all quality assurance requirements applicable to Contractor's services, included, but not limited to, State Department of Health Care Services caseload standards, accurate and timely data reporting, and State quality assurance standards. Contractor shall establish procedures for monitoring medication regimens to assure clients safety and compliance with DMH standards.

7. **PROGRAM ELEMENTS AND SERVICES**: Contractor shall ensure that each enrolled individual enrolled in the ATC IMD Step-Down program has a Single Fixed Point of Responsibility for the provision of services and supports. Contractor shall provide comprehensive integrated mental health services to all clients, based on Individual Service Plans (ISP) developed for each client in accordance with Contractor's Proposal/Negotiation Package for the Agreement as approved by Director, *including any* addenda thereto as approved in writing by Director, for the term of the Agreement. Services provided to each client shall be based on the client's ISP, which shall be designed to meet the particular client's individual needs for one or more of a broad range of mental health services. The ATC IMD Step-Down program shall include, but is not limited to, one or more of the following services, which are described in Contractor's Proposal/Negotiation Package, and some of which are also described in the CR/DC Manual:

- Mental health services, including crisis intervention, full psychiatric assessment, individual, family, couples, group, collateral, and targeted case management services.
- Medication support services.
- Integrated services for co-occurring mental health and substance abuse disorders.
- Client/family self-help and peer support services.

In addition the program will have the following components:

- A residential living environment and physical plant conducive to quality care and treatment.

- Current California State Medi-Cal and potential for Drug Medi-Cal certification delivered from an off-site outpatient clinic.
- Evidence-based, culturally sensitive mental health services seven days per week to augment utilization of community resources and programs.
- A recovery-based focus for treatment, which encourages individuals to develop skills to become self-sufficient and capable of increasing levels of independent functioning.
- Capacity to obtain medical care, including establishing medical homes.
- Posted procedures to describe appropriate action to be taken in the event of a medical emergency.
- Physician accessibility during and after normal business hours to ensure adequate coverage for care.
- Ability to assist individuals with obtaining and maintaining all benefits to which they are entitled in a prompt and effective manner.
- Ability to provide all necessary transportation for clients.
- Established protocols for linkages and relationships with community-based treatment and support services, including educational and vocational opportunities and activities.
- Capacity to admit and treat indigent, as well as funded clients.

8. **PROGRAM SECURITY AND REPORTING REQUIREMENTS**: Contractor shall ensure that program participants, employees, and the surrounding community remain safe 24/7 through the use of private security guards, security monitoring systems, and establishing security protocols to manage incidents where safety is compromised. Contractor shall provide training to any existing and new staff on appropriate safety practices.

In the event a program participant is a danger to self or others and whose behavior cannot be de-escalated through crisis intervention, at the time of the incident, Contractor shall contact emergency services, and notify LASD and DMH of the incident.

Contractor must immediately notify the DMH and LASD when an individual has absconded or exited the program against medical advice. Contractor shall monitor participant's compliance with the tracking devices ensuring that said devices are on participant's person throughout the duration of their treatment and not tampered.

Contractor shall notify the appropriate LASD personnel if participant does not comply with conditions of tracking devices. Contractor shall ensure participants compliance with the perimeter boundaries of their monitoring program and shall establish protocols for participants at risk of violating said boundaries.

9. **OUTCOME DATA REQUIREMENTS**: Contractor shall collect all data elements required by the DMH and LASD. All future funding for the ATC IMD Step-Down program will be dependent upon availability of funding and positive performance outcomes, which DMH will monitor on a consistent and ongoing basis. Data shall be collected in a timely manner and submitted to DMH by the 15th of the following month.

10. **PERFORMANCE-BASED CRITERIA**: DMH shall evaluate Contractor on nine (9) performance-based criteria related to program and operational measures indicative of quality mental health services. Contractor shall provide processes for systematically involving families, key stakeholders and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in Federal, State, and/or County policies/regulations, DMH, at its sole discretion, may amend these performance-based criteria via contract amendment. The performance-based criteria are as follows:

- Contractor shall maintain staff that are culturally and ethnically competent.
- Contractor responds to 100% of referrals in a timely manner within 72 hours.
- Contractor uses its own staff to respond to 100% of the crisis calls of enrolled members 24/7.
- Contractor has required 10:1 client-to-clinical staff.
- Contractor provides services to clients with co-occurring substance abuse disorders.
- Contractor provides clients, parents, and caregivers with self-help, peer support, and caregiver support groups and refers 100% of clients to these groups.
- Contractor ensures that a minimum of 25% of clients/their caregivers are actively involved with self-help, peer support and/or caregiver support groups.
- Contractor has a minimum of 10% of their paid staff who are persons with lived experience.
- Contractor shall serve uninsured and underinsured clients at the time of

admission as follows: 30% of enrolled clients will be uninsured; 40% of enrolled clients will be eligible for Medicaid Expansion; and 30% of enrolled clients will be Medi-Cal eligible. It is the responsibility of the Contractor to ensure that benefits are established in a timely manner.

Contractor shall demonstrate in writing how the services impact the performance targets:

- Required statistical reports related to Contractor's services.
- Required documents such as licenses, certification, etc., related to the services.
- Training schedules and curriculums.

Exceptions are to be negotiated between Contractor and DMH.

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
AND
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR CONTRACTED ALTERNATIVE-TO-CUSTODY IMD STEP-DOWN MENTAL HEALTH SERVICES

WHEREAS, the Chief Executive Office (CEO), Los Angeles County Department of Mental Health (DMH), and Los Angeles County Sheriff's Department (LASD) have collaborated to implement a pilot Alternative-to-Custody (ATC) Institution for Mental Disease (IMD) Step-Down Program in a licensed Adult Residential Facility (ARF) to provide augmented residential mental health services and substance use disorders treatment for up to 42 sentenced male inmates that are within six months or less of release from jail; who have intensive co-occurring mental health and substance use disorders; and whose placement in the program can be funded under Assembly Bill (AB) 109; and

WHEREAS, the CEO agrees to provide DMH with AB 109 funding to implement a specialized intensive residential pilot program that will employ a recovery approach with a strength-based focus in order to empower program participants to develop their goals toward community re-integration, life skills acquisition, and the capacity to increase current levels of community functioning; and

WHEREAS, DMH has an existing contract with Gateways Hospital and Mental Health Center (Gateways) for the provision of IMD Step-Down programs that provide residential and outpatient mental health services for individuals with mental health or co-occurring mental health and substance abuse disorders; and

WHEREAS, DMH agrees that if Gateways is funded to provide augmented residential and mental health services from a Medi-Cal certified outpatient clinic for sentenced male inmates that are within six months or less of release from jail, who have intensive co-occurring mental health and substance use disorders; and whose placement in the program can be funded under AB 109, Gateways could provide IMD Step-Down program services at Gateways Normandie Village East, located at 1355 S. Hill St., Los Angeles 90015; and

WHEREAS, the LASD has existing contracts for Global Positioning System (GPS) tracking devices as an additional security measure for the Gateways pilot program.

THEREFORE, the parties agree to the following:

I. CEO Responsibilities

CEO will provide DMH with one-time AB 109 reserve funding to augment its existing contract with Gateways in the amount of $3.3 million to provide a specialized IMD Step-Down Program for up to 42 sentenced male inmates whose placement in the program can be funded through AB 109, and are within six months or less of release from jail for a period of one year.

II. DMH Responsibilities

A. DMH will amend its contract with Gateways to provide up to 42 IMD Step-Down beds to serve sentenced male inmates who are referred to DMH Countywide Resource Management (CRM). Eligible participants will be those who meet the criteria in Section B. below, are within six months or less of release, and can benefit from intensive mental health and substance abuse residential treatment in the community.

B. Only those inmates who have been incarcerated for non-sexual, non-serious and non-violent offenses that appear to be the result of or associated with their mental illness are eligible for this pilot. Eligible participants may be referred to CRM by Jail Mental Health Services, Mental Health Court Linkage Program, and the LASD.

C. DMH will screen and triage referrals, provide oversight of the mental health services provided by Gateways, and monitor Gateways compliance with the terms of its contract.

D. DMH designates the following person to serve as the Program Manager for the Gateways Normandie Village East program:

Mary Marx, Program Manager III
Countywide Resource Management
550 Vermont Avenue, 9th Floor
Los Angeles, CA 90020
(213) 738-4651

III. LASD's Responsibilities

A. LASD designates the following person to serve as the LASD's MOU manager and designee to function as liaison for all LASD policies, procedures, requirements, performance, and information pertaining to the Normandie Village East Alternative to Custody program:

Jill Deschamps, Lieutenant
Custody Services Division – Community Transition Unit
450 Bauchet Street, Room 299
Los Angeles, CA 90012
(213) 893-5022

B. The Population Management Bureau's (PMB), Community Transition Unit (CTU) will assess potential participants for Normandie Village East ATC and screen each potential candidate by using a validated risk assessment tool designed to assess an inmate's risk of recidivism.

C. The CTU will refer acceptable participants to Community Based Alternatives to Custody (CBAC) personnel to conduct a complete review of the inmate's criminal history, assess his security level, and check for active restraining orders and outstanding warrants. The inmate's record jacket will be reviewed in accordance

with current CBAC procedures to ensure that the inmate is acceptable for referral to the program.

D. The CBAC personnel shall facilitate the transfer of qualified inmates and monitor their program compliance. Prior to transfer, LASD will ensure that a Sheriff's Electronic Monitoring Program (EMP) vendor representative installs a GPS ankle monitoring device on the inmate and explains reporting procedures and monitoring rules. No inmate who is accepted into the program will be released without a GPS ankle monitor. Inmates released into the program will be monitored by GPS and by standard facility curfews, and for inclusion and exclusion zone activity. LASD will use it existing Electronic Monitoring funding for the GPS monitoring.

   LASD will ensure that the GPS provider delivers an immediate verbal and/or electronic communication of non-compliance issues to the PMB Compliance Team personnel. CBAC administrative personnel will address program violations to ensure successful compliance and program integrity. CBAC will set curfew schedules and outside activity guidelines which will be included in the participant's orientation sheet. The participant shall report any schedule changes in advance of the activity to the provider's case manager to ensure proper schedule adjustments are made. The GPS provider shall report violations to the PMB Compliance Team personnel for corrective measures in compliance with CBAC program requirements.

E. The PMB Compliance Team will perform the following:
   - Random site visits
   - Verifying good standing in the program
   - Receiving/reviewing progress evaluations
   - Motivational counseling
   - Status reports
   - Return of non-compliant participants to custody
   - Conduct extensive field investigations and interviews; in the event of a participant abscond
   - Attempt to locate any missing participant
   - Properly document incidents
   - Make proper notifications regarding non-compliance issues
   - Ensure weekly/random drug testing is being conducted by the provider

Note: Drug testing will be conducted by the provider on all participants when they return from any authorized leave of absence (i.e. court, doctor appointments, etc.).

IV. Mutual Responsibilities

A. Each Department shall maintain the confidentiality of all records including, but not limited to County records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances, and directives regarding confidentiality. Each Department shall inform all of their officers, employees and

agents providing services hereunder of the confidentiality provisions of this Agreement.

B. Each Department shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), HITECH, the Confidentiality of Medical Information Act, Cal. Civ. Code 56 et seq. ("CMIA"); and Health and Safety Code section 123100 et seq, Code of Federal Regulations Title 42, Part 2, Confidentiality of Alcohol and Drug Abuse Patients, among others, as applicable, which require to the parties to protect and safeguard patient medical information and prevent unauthorized access to such information.

V. Fiscal Provisions

A. CEO shall provide DMH $3.3 million in one-time AB109 reserve funds for a period of one year to operate the Gateways Normandie Village pilot program.

VI. General Terms

A. This MOU shall be effective the date of execution through XXXX, unless terminated as provided herein.

B. Parties may terminate this MOU by giving thirty (30) day prior notice to the other parties.

C. It is mutually agreed that this MOU may be modified or amended upon the written mutual consent of all parties.

D. This Agreement may be executed in one or more counterparts; all of the counterparts shall be deemed to be one instrument and shall constitute one agreement with the same force and effects as if each signature had been entered in one document. The parties further agree that a faxed signature shall have the same force and effect as an original.

/

/

/

/

/

/

/

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the dates indicated below:

LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH

_____
Robin Kay, Ph.D.
Acting Director of Mental Health

_____
Date

LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT

_____
Jim McDonnell
Sheriff

_____
Date

LOS ANGELES COUNTY
CHIEF EXECUTIVE OFFICE

_____
Sachi Hamai

_____
Date

Attachment III

SOLE SOURCE CHECKLIST
Gateways Hospital and Mental Health Center

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
✓	➢ **Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source is a given market exists, a monopoly does not exist."** DMH and LASD have developed an ATC Institution for Mental Disease (IMD) Step-down pilot program in collaboration with Gateways Hospital and Mental Health Center (Gateways), to serve male Assembly Bill (AB) 109 individuals, who are within six months of release from jail and would be better served by community providers of mental health services in a residential setting. In the planning phase of this pilot, DMH surveyed its existing IMD Step-down providers to obtain information regarding providers' capacity to serve 42 individuals from this clinical population and from a single residential facility. Gateways showed to be the only IMD Step-down provider with the experience necessary in treating this population and the capacity to serve 42 of these individuals from one residential site. Gateways is an existing AB 109 provider. Gateways has well-established relationships with the LASD and the Department of Public Health needed to successfully treat the target population; including several community partners that provide access to health care, vocational, and educational services for individuals enrolled in their programs.
	➢ **Compliance with applicable statutory and/or regulatory provisions.**
	➢ **Compliance with State and/or federal programmatic requirements.**
	➢ **Services provided by other public or County-related entities.**
	➢ **Services are needed to address an emergent or related time-sensitive need.**
	➢ **The service provider(s) is required under the provisions of a grant or regulatory requirement.**
	➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.**
	➢ **Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.**
	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.**
	➢ **It is the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the county.**

Authorized Representative,
Chief Executive Office

11/18/2015
Date

Attachment IV

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

August 20, 2015

TO: Each Supervisor

Robin Kay for

FROM: Marvin J. Southard, D.S.W.
Director

SUBJECT: **NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY TO APPROVE A PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE MAXIMUM CONTRACT AMOUNT FOR GATEWAYS HOSPITAL AND MENTAL HEALTH CENTER, LEGAL ENTITY AGREEMENT FOR MENTAL HEALTH SERVICES FOR FISCAL YEAR 2015-16**

This is to advise your Board that the Department of Mental Health (DMH) is scheduling a Board letter requesting approval to amend Gateways Hospital and Mental Health Center (Gateways) Legal Entity (LE) Agreement to implement the Alternatives to Custody Institutions for Mental Disease Step-Down Pilot in collaboration with the Los Angeles County Sheriff's Department to establish a new Maximum Contract Amount (MCA) for Fiscal Year 2015-16. This Board letter also requests an additional fifteen percent for a total of twenty-five percent delegated authority to increase the MCA for Gateways.

In accordance with Board of Supervisors Policy 5.120, prior Board notice is required for any department requesting delegated authority to increase Board-approved contracts over ten percent, with a copy to the Chief Executive Office, at least two weeks prior to the Board meeting at which the proposed contract is to be presented.

JUSTIFICATION

This authority will allow DMH greater capacity to amend Gateways' LE Agreement to implement new funding streams, programs, and services in an expeditious manner and maintain business continuity in the provision of current mental health services to adults 18 years of age and over with severe and persistent mental illness with co-occurring substance abuse disorders and involved in the criminal justice system. In most instances where speed and response time are of key importance, the increased delegated authority will allow DMH through its contract agency to maximize, prioritize, and increase access to services which will more effectively meet the County's mission, "To Enrich Lives Through Effective and Caring Service."

Should there be a need to exceed the twenty-five percent delegated authority, DMH will return to your Board with a request for authority to amend Gateways' LE Agreement accordingly.

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:RK:MM:jn

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Robin Kay, Ph.D.
Dennis Murata, M.S.W.
Irma Castaneda, Ph.D.
Kimberly Nall
Mary Marx, L.C.S.W.
Edward Vidaurri
Richard Kushi
Deputy Directors
District Chiefs

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://OMH.LACOUNTY.GOV

MARVIN J. SOUTHARD, O.S.W.
Director
ROBIN KAY, Ph.D.
Chief Deputy Director
ROQERICK SHANER, M.D.
Medical Director

May 19, 2015

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director

SUBJECT: **NOTICE OF INTENT TO ENTER INTO SOLE SOURCE CONTRACT NEGOTIATIONS WITH GATEWAYS HOSPITAL AND MENTAL HEALTH CENTER FOR THE PROVISION OF RESIDENTIAL AND INTEGRATED SERVICES FOR MENTALLY ILL INMATES**

This memorandum is to comply with the Board of Supervisors Policy No. 5.100 regarding sole source contracts, by notifying your Board of our need to initiate a Sole Source contract amendment. It is the Los Angeles County Department of Mental Health's (DMH) intent to amend its current Legal Entity Contract with Gateways Hospital and Mental Health Center (Gateways) and utilize Assembly Bill (AB) 109 funding to provide intensive mental health services and housing for Gateways Normandie Village East, located in Supervisorial District 1 at 1355 South Hill Street, Los Angeles, CA 90015.

DMH and the Los Angeles County Sheriff's Department (LASD) are proposing to collaborate on implementation of a pilot In-Custody Institution for Mental Disease (IMD) Step-Down Program in a licensed Adult Residential Facility, Normandie Village East, to provide augmented residential mental health services for 42 male AB 109 inmates who have intensive mental health needs and are within 60 to 90 days of release from jail. Program participants would remain in custody (under the jurisdiction of the LASD), but serve the remaining 60 to 90 days of their sentences in the IMD Step-Down Program. Eligible participants will be AB 109 inmates who have been incarcerated for low level and non-violent offenses that appear to be the result of or associated with their mental illness referred by Jail Mental Health Services, Mental Health Court Linkage Program and the LASD.

Gateways, a contracted DMH and AB 109 provider, is uniquely qualified to provide intensive mental health services and housing for this pilot project. Gateways is the only IMD Step-Down provider with an available single site housing capacity at this time. This program is a critical component of the County's Jail Population Management Plan.

Since 1953, Gateways has been providing a full range of recovery-based mental health services including acute inpatient services, IMD Step-Down Programs, outpatient mental health clinics, homeless services and housing programs. Since April 2007,

Gateways has operated three successful DMH IMD Step-Down Programs funded by the Mental Health Services Act in Service Area 4. These services include a specialized forensic IMD Step-Down Program and an alternative sentencing residential program designed to serve individuals involved in the criminal justice system. In addition, Gateways provides residential and outpatient mental health treatment services in Los Angeles County for the California Department of Corrections and Rehabilitation CON-REP Program.

Unless otherwise instructed by your Board office within two weeks, DMH will proceed with preparing a sole source contract amendment. DMH will work closely with the Office of the County Counsel and the Chief Executive Office in preparing a contract amendment with Gateways.

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213 738-4684.

MJS:RK:DM:jv

c: Acting Executive Officer, Board of Supervisors
Interim Chief Executive Officer
County Counsel
Robin Kay, Ph.D.
Mary Marx, L.C.S.W.
Deputy Directors
District Chiefs
Kimberly Nall
Richard Kushi