### 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

February 07, 2012

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 TO AMEND NINE LEGAL ENTITY AGREEMENTS TO **IMPLEMENT INNOVATION - INTEGRATED MOBILE HEALTH TEAM SERVICES** (SUPERVISORIAL DISTRICTS 1,2,3 and 4) (3 VOTES)

### SUBJECT

Request approval to amend nine existing Legal Entity agreements to add Mental Health Services Act - Innovation funding for the provision of Integrated Mobile Health Team services.

### IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Amendments, substantially similar to Attachment I, to add Mental Health Services Act (MHSA) Innovation (INN) funding to nine existing Department of Mental Health (DMH) Legal Entity (LE) Agreements as listed in Attachment II, to provide Integrated Mobile Health Team (IMHT) services. The Amendments will be effective upon Board approval through June 30, 2014. The Maximum Contract Amounts (MCAs) for each LE will be increased by the amounts listed in Attachment II for Fiscal Year (FY) 2011-12, FY 2012-13 and FY 2013-14.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to these LE Agreements, as necessary, and establish as a new MCA the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to each contractor under the Agreement for each FY does not exceed an increase of 20 percent from the applicable Board-approved MCA: 2) any such increase will be used to provide additional services or to reflect program and/or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to such amendment; 5)

DEPARTMENT OF MENTAL HEALTH Reply To: (213) 738-4601

(213) 386-1297





Fax:

**BOARD OF SUPERVISORS** COUNTY OF LOS ANGELES

#23 **FEBRUARY 7, 2012** 

a. Hamai chin SACHIA, HAMAI **EXECUTIVE OFFICER** 

BOARD OF SUPERVISORS

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

http://dmh.lacounty.gov

County and Contractors may, by written amendment, mutually agree to reduce programs, services; and 6) the Director notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to execute Amendments to nine (9) existing LE Agreements with Behavioral Health Services, Inc., Exodus Recovery Inc., JWCH Institute, Inc., Mental Health America of Los Angeles, Ocean Park Community Center, South Central Health and Rehabilitation Program, Special Services for Groups, St. Joseph Center and Step Up On Second, Inc. to implement MHSA INN IMHT services. DMH selected these contractors to implement these services through a competitive solicitation process.

The MHSA INN plan is the final MHSA plan to be implemented in Los Angeles County. The State Department of Mental Health (SDMH) guidelines define INN projects as novel, creative and/or ingenious mental health practices/approaches that contribute to learning and that are developed within communities through a process that is inclusive and representative, especially of unserved, underserved and inappropriately served individuals. INN projects will be measured by what is learned rather than by program or client-specific outcomes. SDMH expects that the results and lessons learned from INN projects will be important aspects to consider in transforming the current mental health system.

As required by SDMH, DMH's MHSA INN plan was developed through a community planning process. Throughout this process, stakeholders expressed that the mental health, physical health and substance abuse care that is currently provided in Los Angeles County is fragmented, ineffective, and does not fully meet the needs of communities. To address this concern, stakeholders proposed implementation of four (4) integrated service models including the IMHT, Integrated Clinic Model, Integrated Service Management Model and Peer-Run Integrated Service Management Model.

The IMHT is designed to improve and better coordinate the quality of care for individuals with Severe Mental Illness (SMI) or Severe Emotional Disturbance (SED) who are homeless or have recently moved into Permanent Supportive Housing (PSH) and have other vulnerabilities. Vulnerabilities include but are not limited to age, years homeless, substance abuse and/or other physical health conditions that require ongoing primary care. Improving the quality of care will be accomplished by having the IMHT consist of multidisciplinary staff that works as one (1) integrated team to provide mental health, physical health and substance abuse services.

IMHT services are also intended to increase immediate access to housing by assisting individuals who are homeless and their families, if applicable, to locate and secure a housing option of their choice. These housing options include PSH. The IMHT will partner with PSH developer(s) that will dedicate units to clients and families served by the IMHT.

IMHT services will maximize MHSA INN funding, increase the number of individuals served and establish sustainable revenue by leveraging Federally Qualified Health Center (FQHC) services and other funding resources. The IMHT's learning objectives, if accomplished, could help guide both policy decisions and resource allocation for DMH for years into the future.

Some of the LE providers who will be awarded INN IMHT funding will be partnering with other providers who also have LE Agreements with DMH. Attachment II identifies the Prime and Partnering LEs. In these situations, the Prime LE becomes the lead and serves as the IMHT's one point of supervision. The Prime LE will be responsible for ensuring that the IMHT operates under one set of administrative and operational policies and procedures, that the services provided are integrated and coordinated, and an integrated medical record/chart is used. The IMHT LEs will be evaluated for effectiveness relative to degree of integration, access to and quality of care, community improvement, and stakeholder satisfaction and cost.

### Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 4, Health and Mental Health. This program will also help support the County's effort to end homelessness.

### FISCAL IMPACT/FINANCING

The FY 2011-12 annual MCAs for each LE Agreement, as shown on Attachment II, is based on the amount contained in the FY 2011-12 Final Adopted Budget and are funded from the following sources:

1)	Mental Health Services Act INN	\$ 3,975,496
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2) Federal Financial Participation \$ 323,970

3) Early and Periodic Screening, Diagnostic and Treatment \$ 30,773

4) State General Fund \$ 26,582

Total

\$ 4,356,821

Funding estimates for FY 2012-13 and FY 2013-14 are shown on Attachment II and will be requested through DMH's annual budget request process.

There is no net County cost associated with the recommended actions.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The nine (9) LEs are located in four (4) Supervisorial Districts (SD); 1, 2, 3 and 4 and will provide services in four (4) Service Areas (SA); 4,5,6 and 8 of the Los Angeles County.

MHSA INN funds will be used in compliance with Welfare and Institutions Code Section 5891 and California Code of Regulations (CCR), Title 9, Section 3410, Non-Supplant. The draft INN Work Plan was available for stakeholders review and comment from October 20, 2009 through November 19, 2009 and a public hearing was held on November 19, 2009 by Mental Health Commission.

The attached Agreement format has been approved as to form by County Counsel. The CEO has been advised of the proposed actions. DMH will continue to supervise and monitor adherence to the LE Agreements' provisions, DMH policies and performance outcomes to ensure that quality services are being provided to clients.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts requirements, DMH notified your Board on December 22, 2011, (Attachment III), identifying and justifying the need for requesting a percentage increase exceeding 10 percent that has been reviewed by the CEO.

### **CONTRACTING PROCESS**

On December 13, 2010, DMH issued the MHSA INN IMHT Request for Services (RFS) No. 1 to identify qualified agencies to implement IMHT services. DMH announced the release of the RFS by mailing letters along with a compact disc to agencies on the Department's MHSA Master Agreement List. Agencies were required to attend a Mandatory Proposers' Conference and there were a total of six (6) proposals received by the February 22, 2011 deadline. These agencies submitted proposals in collaboration with other LEs. Five (5) of the six (6) proposers were successful and they along with their four (4) partnering LEs will receive contract awards. After notification of the RFS results, the unsuccessful proposer was given the opportunity to request a formal debriefing. Consequently, the agency submitted a request for a formal debriefing. Following the requested debriefing, the agency was further presented an opportunity to pursue a Proposer Contractor Selection Review. However, the Department did not receive a response from the agency by the timeframe specified for this next step.

The IMHT RFS Evaluation Committee was comprised of three (3) evaluators and a facilitator. The Evaluation Committee used a RFS No. 1 specific standardized evaluation tool and an informed averaging process to arrive at final scores.

The Department's Executive Management Team reviewed the Evaluation Committee's finalized evaluation ratings and approved to recommend to your Board awards to five (5) Prime LEs and four (4) Partnering LEs. These LEs are qualified to provide INN IMHT services and there is sufficient funding to award contracts to these agencies.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Implementation of MHSA INN services will have a positive impact on the current mental health system because it will introduce a new method of providing mobile integrated mental health, physical health and substance abuse services to individuals who have a SMI or SED and are homeless and will assist those with transitioning into and retaining permanent supportive housing.

Respectfully submitted,

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

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

MJS:KD:MF

### Enclosures

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

### CONTRACT NO. MH120

### AMENDMENT NO.

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2012, 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. \_\_\_\_\_\_, and any subsequent amendments (hereafter collectively "Agreement") (if applicable); and

WHEREAS, for Fiscal Year (FY) 2011-12 and any subsequent fiscal year(s) during the term of this agreement (if applicable), County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, on January 30, 2010, State Department Mental Health (SDMH) released the Innovation (INN) guidelines as follows: novel, creative and/or ingenious mental health practices/approaches that contribute to learning, and that are developed within communities through a process that is inclusive and representative, especially of unserved, underserved and inappropriately served individuals; and

WHEREAS, subsequently DMH developed the INN Plan in accordance with Stakeholder recommendations; and

WHEREAS, based on community input, DMH developed four INN models that address the needs, priority populations, and special sub-populations selected by the Stakeholders: Integrated Clinic Model, Integrated Mobile Health Team Model,

Community-Designed Integrated Service Management Mode, and Integrated Peer-Run Model; and

WHEREAS, Contractor is being selected pursuant to Mental Health Services Act (MHSA) Request for Service-Integrated Mobile Health Team (IMHT) Model and Contractor has agreed to implement services as stated in the Service Exhibit "XX" Integrated Mobile Health Team which is attached hereto; and

WHEREAS, County and Contractor intend to amend Agreement to <u>add</u> Service Exhibit XX – "One Time Expenses Associated with Starting a New MHSA INN Program" which is attached hereto; and

WHEREAS, Contractor desires to add Mode XX, Service Function code XX, (individual services), at a provisional rate of \$X.XX to Provider Number XXXX located at

\_\_\_\_; (if applicable) and

WHEREAS, for Fiscal Years (FYs) 2011-12, 2012-13 and 2013-14 (if applicable), County and Contractor intend to amend this Agreement to add MHSA INN-IMHT funds in the amount of \$\_\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_\_, to provide mobile integrated mental health, physical health and substance abuse services to individuals who have Severe Mental Illness (SMI) or Severe Emotional Disturbance (SED) and are homeless; and

WHEREAS, for FYs 2011-12, 2012-13, and 2013-14 (if applicable), the revised
Maximum Contract Amounts (MCA) will be \$ \_\_\_\_\_, \$ \_\_\_\_\_, and \$
\_\_\_\_\_, (if applicable) respectively; and

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

- For FYs 2011-12, 2012-12 and 2013-14, (if applicable), MHSA INN-IMHT funds are added in the amount of \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, to allow Contractor to provide mobile integrated mental health, physical health and substance abuse services to individuals who have Severe Mental Illness (SMI) or Severe Emotional Disturbance (SED) and are homeless.
- Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) shall be deleted in its entirety and the following substituted therefore:

### "C. <u>REIMBURSEMENT FOR INITIAL PERIOD</u>

(1) The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the Legal Entity Agreement shall not exceed \_\_\_\_\_\_

DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary.

### D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED

(1) <u>Reimbursement For First Automatic Renewal Period</u>: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed \_\_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary. (if applicable)

(2) <u>Reimbursement For Second Automatic Renewal Period</u>: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity

Agreement shall not exceed \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_\_) and shall consist of

Funded Programs as shown on the Financial Summary." (if applicable)

- 3. Financial Summary \_ for FY 2011-12, shall be deleted in its entirety and replaced with Financial Summary \_ for FY 2011-12 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary \_ for FY 2011-12, shall be deemed amended to state "Financial Summary \_ for FY 2011-12."
- 4. Financial Summary \_ for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary \_ for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary \_ for FY 2012-13, shall be deemed amended to state "Financial Summary \_ for FY 2012-13." (if applicable)
- 5. Financial Summary \_ for FY 2013-14, shall be deleted in its entirety and replaced with Financial Summary \_ for FY 2013-14 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary \_ for FY 2013-14, shall be deemed amended to state "Financial Summary \_ for FY 2013-14." (if applicable)
- 6. Financial Summary Subprogram Schedule \_ for FY 2011-12, shall be deleted in its entirety and replaced with Financial Summary Subprogram Schedule - \_ for FY 2011-12 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary Subprogram Schedule - \_ for FY 2011-12, shall be deemed amended to state "Financial Summary Subprogram Schedule - \_ for FY 2011-12."

- 7. A Service Exhibit for "MHSA INN-IMHT" services is added to this Agreement and incorporated herein.
- A Service Exhibit for "One Time Expenses Associated with Starting a New MHSA INN Program" services is added to this Agreement and incorporated herein.
- 9. Attachment V, Service Delivery Site Exhibit \_ shall be deleted in its entirety and replaced with Attachment V, Service Delivery Exhibit - \_ attached hereto and incorporated herein by reference. All references in Agreement to Service Delivery Site Exhibit - \_, shall be deemed amended to sate "Service Delivery Site Exhibit - \_."
- 10. Attachment VI, Service Exhibits \_, shall be deleted in its entirety and replaced with Attachment VI, Service Exhibits - \_ attached hereto and incorporated herein by reference. All references in Agreement to Service Exhibits - \_, shall be deemed amended to sate "Service Exhibits - \_."
- 11. Contractor shall provide services in accordance with Contractor's FY \_\_\_\_\_ Negotiation Package for this Agreement and any addenda thereto approved in writing by director.
- 12. 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, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By\_

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

CONTRACTOR

Ву\_\_\_\_\_

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

Provider No.

### SERVICE EXHIBIT

### **INTEGRATED MOBILE HEALTH TEAM**

Provided Under the Mental Health Services Act (MHSA) Innovation (INN) Plan

### 1. GENERAL

The Integrated Mobile Health Team (IMHT) is a Mental Health Services Act (MHSA) Innovation (INN) plan service model that is designed to improve and better coordinate the quality of care for individuals with Severe Mental Illness (SMI) or Severe Emotional Disturbance (SED) that meet Medi-Cal medical necessity criteria for receiving specialty mental health services who are homeless or have recently moved into Permanent Supportive Housing (PSH) and have other vulnerabilities. Vulnerabilities include but are not limited to age, years homeless, substance abuse and/or other physical health conditions that require ongoing primary care. Improving the quality of care shall be accomplished by having the IMHT consist of multidisciplinary staff that works as one integrated team to provide mental health, physical health and substance abuse services. The IMHT shall work for one agency or under one point of supervision, operate under one set of administrative and operational policies and procedures and use an integrated medical record/chart to ensure integrated and coordinated services. The one point of supervision shall be to the staff that is directly responsible for overseeing the IMHT.

IMHT services are intended to increase immediate access to housing by using a Housing First Approach to immediately assist individuals and their families, if applicable, to transition from homelessness to housing by locating and securing a housing option of their choice without any prerequisites/conditions for mental health treatment or sobriety. These housing options will include PSH. The IMHT shall partner with a PSH developer(s) that dedicates units to clients and families served by the IMHT.

IMHT services are expected to decrease homelessness and incarcerations and reduce medical and psychiatric emergency room visits for individuals with SMI or SED by providing integrated mental health, physical health and substance abuse services and immediate assistance with housing.

The IMHT shall be comprised of staff that works for a Prime Contractor and a Federal Qualified Health Center (FQHC) and may include staff from a Partnering Contractor(s). \_\_\_\_\_\_ shall serve as the Prime Contractor, \_\_\_\_\_\_ as the

Partnering Contractor and \_\_\_\_\_\_ as the FQHC. Prime Contractor shall provide specialty mental health services and serve as the one point of supervision. Prime Contractor shall be responsible for ensuring that the IMHT operates under one set of administrative and operational policies and procedures, that the services provided are integrated and coordinated, and an integrated medical record/chart is used. Partnering Contractor(s) shall also provide specialty mental health services. Prime Contractor and Partnering Contractor(s) shall be responsible for a Quality Management Program and Plan, a Data Collection Plan, client outcomes and the Performance-Based criteria.

### 2. STATE DEPARTMENT OF MENTAL HEALTH INN PROGRAM GUIDELINES

State Department of Mental Health (SDMH) INN guidelines require that all INN programs lead to learning that advances mental health in California in the directions articulated by the MHSA. The IMHT service model meets the SDMH INN guidelines to contribute to learning by:

- Determining whether the model will decrease the fragmentation of mental health, physical health and substance abuse services provided to the homeless population with SMI or SED (including individuals recently transitioned into housing) that inhibits collaboration and adversely impacts the quality of care.
- Determining whether existing distinct funding sources for mental health, physical health and substance abuse services can be braided and leveraged to allow agencies to provide all three of these types of services while becoming financially sustainable.

SDMH INN guidelines also state that "it is expected that Innovations will evolve and that some elements of a project might not work as originally envisioned. Such learning and adaptations are likely to be key contributions of the INN project. However, if the county and its stakeholders conclude that an INN project is not meeting design and outcome expectations to the extent that continuation is not useful and will not add to the learning, the county may terminate the project." To comply with these guidelines, throughout the term of the Agreement DMH will conduct a minimum of quarterly reviews of the IMHT services, client outcomes and the performance-based criteria. At its sole discretion DMH may require changes to the program's elements and/or services or request Board of Supervisor approval to terminate the Prime Contractor's and/or the Partnering Contractor's(s') Agreements.

### 3. <u>LEVERAGING</u>

SDMH guidelines encourage the leveraging of resources through the formation of collaborative partnerships with organizations and systems outside the mental health system that broaden the scope of current mental health practices and maximize MHSA INN funding. Prime Contractor and Partnering Contractors(s) shall leverage

MHSA INN funding with other resources to establish sustainable revenue for the IMHT and to increase the IMHT's ability to serve the greatest possible number of individuals, including those without medical insurance. Leveraging MHSA INN funding to serve individuals living in dedicated PSH units may also support the development of more PSH.

The ability to leverage MHSA INN funding with Federally Qualified Health Center (FQHC) funding is a requirement. Physical health services provided to clients that are reimbursable through any other funding source shall not be submitted to DMH for reimbursement. To ensure increased leveraging of FQHC funding, Contractor shall establish Medi-Cal benefits for eligible individuals by immediately assisting them to obtain Supplemental Security Income (SSI) or Supplemental Security Disability Insurance (SSDI). Other leveraging resources may include, but are not limited to: Drug Medi-Cal, Medicare, Public/Private Partnerships, Substance Abuse and Mental Health Services Administration (SAMHSA) grants, Substance Abuse Prevention and Control (SAPC) funding, community resources and organizational supports. As a result of increased leveraging, the amount of MHSA INN funding shall decrease each year. Based on programs that serve a similar population, it is estimated that 20% of the 100 clients receiving ongoing IMHT services will enter the program with medical insurance. In the second year the percentage of clients with medical insurance will increase to 50% and in the third year the percentage will increase to 80%.

### 4. VALUES AND PRINCIPLES

The IMHT shall adhere to the following IMHT values and principles:

- Services that are designed to assist individuals to achieve their wellness and recovery/resiliency goals;
- A Housing First Approach used to immediately assist individuals to transition from homelessness to housing by providing housing of their choice without any prerequisites/conditions for mental health treatment or sobriety;
- Services that are voluntary and focus on helping individuals integrate into the community;
- Services that are provided in individuals' preferred language and in a culturally congruent manner;
- A harm reduction approach to providing mental health, physical health and/or substance abuse treatment to reduce the risk of harm associated with behaviors such as drug abuse;
- Client-centered services that are driven by clients' own goals and interests;

- A holistic approach that includes culturally congruent non-traditional approaches to assist individuals to improve their physical, mental, spiritual and emotional well-being;
- A willingness to provide necessary ancillary services to support improved mental and physical health, and decrease substance abuse such as transportation support and purchasing clothes, food, toiletries and household goods; and
- Working within and actively strengthening natural support systems of specific communities that individuals belong to so that these supports can become part of their recovery process.

### 5. <u>IMHT TARGET POPULATION/NUMBER TO BE SERVED AND THE</u> <u>VULNERABILITY SCALE</u>

The IMHT shall initially outreach to approximately 300 homeless individuals who are not receiving mental health services with the goal of providing ongoing IMHT services to 100 individuals. The IMHT shall be expected to outreach to other individuals as needed to maintain ongoing services to 100 individuals at any given time. The IMHT shall provide ongoing services only to the IMHT target population. The IMHT shall provide supportive services, if needed, to family members of those receiving ongoing IMHT services. The IMHT target population is individuals with SMI or SED that meet Medi-Cal medical necessity criteria for receiving specialty mental health services who are homeless and have other vulnerabilities. Vulnerabilities include but are not limited to age, years homeless, substance abuse or other physical health conditions that require ongoing primary care such as diabetes, hypertension, cardiovascular disease, asthma or other respiratory illnesses, obesity, cancer, arthritis and chronic pain.

It is expected that at least 50% of individuals receiving ongoing IMHT services will have a medical condition that falls in one or more of the following categories:

- Cardiopulmonary, e.g. hypertension, hyperlipidemia, other cardiovascular conditions, asthma, emphysema, chronic obstructive pulmonary disease (COPD)
- Type II diabetes and/or obesity
- Sexually transmitted diseases including HIV/AIDS and hepatitis

The IMHT shall utilize a vulnerability scale approved by DMH to identify the most vulnerable individuals among the IMHT target population. The vulnerability scale must include questions about the following vulnerabilities: age, years homeless, mental health, substance abuse and other physical health conditions.

In addition to individuals identified through the vulnerability scale, IMHT shall prioritize the following groups:

- Families with children under the age of 18 that include an individual that meets the IMHT target population; and
- Formerly homeless individuals that moved into dedicated PSH units between July 1, 2011 and December 31, 2012 or another date as approved by DMH.

The IMHT shall serve individuals without medical insurance or any other financial resources to pay for IMHT services, including both those who are eligible to receive medical insurance and those who are not eligible to receive medical insurance.

### 6. INITIAL ASSESSMENT AND TARGET POPULATION VERIFICATION

IMHT staff with expertise in mental health, physical health and substance abuse shall each complete a comprehensive initial assessment for each individual to receive ongoing IMHT services. The mental health initial assessment shall include a clinical analysis of the history and current status of individuals' mental health, including relevant cultural issues, and a diagnosis based on this information. The physical health initial assessment shall include a clinical analysis of an individual's medical history and current physical status that includes a diagnosis based on this information. The substance abuse initial assessment shall include an understanding of individuals' past and current substance use and level of readiness to work toward change.

The IMHT shall also use the initial assessments to determine if individuals meet the IMHT target population. Prime Contractor shall submit a DMH INN Target Population Verification form prior to providing ongoing IMHT services for each individual to document that the individual meets the IMHT target population. DMH shall confirm that all individuals meet the IMHT target population before ongoing IMHT services are provided.

### 7. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

Prime Contractor and Partnering Contractor(s) shall ensure that all mental health, physical health and substance abuse services are fully integrated and culturally and linguistically appropriate. Culturally and linguistically appropriate services are respectful of and responsive to a client's cultural and linguistic needs based on their cultural identity. Cultural identity may involve ethnicity, race, language, age, country of origin, level of acculturation, gender, socioeconomic class, disabilities, religious/spiritual beliefs, and/or sexual orientation. Culturally competent services require incorporating into all levels of service provision the importance of a client's culture, an assessment of cross-cultural relations, vigilance of the dynamics that result from cultural differences, the expansion of cultural knowledge, and the

adaptation of services to meet culturally-unique needs. Prime Contractor and Partnering Contractor(s) shall ensure that all IMHT staff has the ability to provide culturally and linguistically appropriate services.

### 8. SERVICE APPROACHES AND STRATEGIES

IMHT staff shall use a harm reduction approach and motivational interviewing strategies to provide mental health, physical health and/or substance abuse services. The use of these approaches and strategies shall be reflected in the clients' care/treatment plan, clinical interventions, and treatment/progress notes. A harm reduction approach uses specific strategies that are non-judgmental and focus on the prevention of harm and risks associated with a behavior rather than on requiring adherence to a particular treatment plan. Clients are allowed to make their own choices and regardless of their choices they should not be treated adversely. Motivational interviewing strategies include goal-directed, client-centered counseling for eliciting behavioral change by helping clients to explore and resolve ambivalence about change.

IMHT staff shall use a Housing First Approach to assist clients with immediate access to housing and the supports needed to retain housing. A Housing First Approach recognizes that individuals are more likely to recover from mental illnesses, chronic physical health problems and/or substance abuse disorders if they have a permanent home. Staff immediately provides housing of the individual's choice without any prerequisites/conditions for psychiatric treatment or sobriety. Individuals do not have to demonstrate "housing readiness" as evidenced by sobriety, psychiatric treatment compliance and/or living successfully in transitional housing prior to being housed. A supported employment and a supported education approach shall be used to assist clients with locating and securing employment, volunteer and/or educational opportunities. Supported employment/education recognizes that individuals with a mental illness are capable of working competitively or attending school in the community and provides the supports necessary to ensure their success. Job searches or educational opportunity exploration begins within a very short time of the individual expressing an interest in work. Individuals do not have to demonstrate "work/school readiness" as evidenced by sobriety, psychiatric treatment compliance and/or completing a work readiness program.

The use of any of the above required service/treatment models shall be reflected in the clients' care/treatment plan interventions and the treatment/progress notes.

Prime Contractors and Partnering Contractor(s) that identified and committed to the use of Evidence-Based Practices (EBPs) in their Request for Service proposal shall be required to use them to deliver IMHT services. This includes the following EBPs: Motivational Interviewing, Housing First, Assertive Community Treatment, Critical Time Intervention and Supported Employment or Supported Education. DMH will monitor Prime Contractor's and Partnering Contractor's(s') fidelity to these EBPs during regular program reviews.

### 9. SERVICES TO BE PROVIDED

The IMHT services to be provided shall be described in Prime Contractor's and Partnering Contractor's(s') Proposal/Negotiation Package for the Legal Entity Agreement, including any addenda thereto, as approved in writing by the Director. The IMHT shall determine the ongoing IMHT services and the services provided during outreach and engagement based on an individuals' stated needs, including, but not limited to, assistance with housing, mental health, physical health and/or substance abuse issues. Individuals must voluntarily consent to receive ongoing IMHT mental health services. The IMHT shall base the level and intensity of ongoing services on each client's stated needs.

The IMHT shall ensure that services provided meet the Standards of Care as determined by DMH. All IMHT services shall be available to individuals served by the IMHT on a one-to-one basis and at a minimum include the following:

- <u>Outreach and Engagement Services.</u> Outreach is a process of informing individuals who are homeless of IMHT services. Engagement is a process of establishing trusting relationships with individuals who are homeless and as a result, the individuals view the IMHT as being of service to them and are willing to receive IMHT services. The IMHT shall have the ability to provide any necessary mental health, physical health or substance abuse services, including immediate access to housing, desired by individuals during the outreach and engagement process.
- <u>Mental Health Services.</u> Mental health services help clients manage the symptoms of their mental illness and assist them to achieve their mental health wellness and recovery goals. These services shall include:
  - o <u>Medication Support</u>: Prescribing, administering, dispensing and monitoring psychiatric medications and providing medication education.
  - <u>Crisis Intervention</u>: Assessing acute psychiatric and other emergency situations and providing interventions including initiating hospitalization if necessary.
  - Individual/Group Therapy/Counseling: Using primarily short-term, solution-focused therapeutic interventions to assist clients to manage symptoms, understand problematic behaviors and develop and use more adaptive behaviors. These should include trauma-focused interventions as appropriate.
  - <u>Referrals and Linkage:</u> Referring and linking clients to community resources and supports including self-help groups.

- <u>Housing</u>: Assisting clients with locating and securing housing, negotiating with landlords, completing and tracking the status of federal housing subsidy applications, completing requests for rental assistance/eviction prevention, making referrals to community agencies for tenant rights legal matters, communicating with PSH developers and providing any needed advocacy and support to help clients retain housing.
- <u>Benefits Establishment</u>: Assessing the financial status of clients, identifying benefits to which clients are entitled, (e.g., Supplemental Security Income [SSI], Supplemental Security Disability Income [SSDI], Medicare, Medi-Cal) and performing all actions including advocacy to ensure that entitlements are established.
- <u>Employment and Education</u>: Assisting clients with locating and securing employment, volunteer and/or educational opportunities and providing necessary ongoing supports and advocacy to help them retain employment, volunteer work or school enrollment.
- <u>Life Skills</u>: Assisting clients with gaining, restoring, improving or maintaining daily independent living (including budgeting/money management), social/leisure and personal hygiene skills.
- <u>Transportation</u>: Providing transportation, as needed, by means of bus fare/pass, agency vehicle(s), or private vendor.

Mental Health Services may also include:

- <u>Collateral Support</u>: Contacting family members and/or significant others with the client's authorization to provide them with information about the client and/or to discuss how they can assist the client with their care/treatment goals.
- <u>Team Conferences/Case Consultation</u>: Using interdisciplinary inter/intraagency conferences and consultation to coordinate client care activities.
- <u>Physical Health Care Services</u>: Physical health care services are primary and preventative health care services designed to minimize the need for emergency rooms and hospitals through the early and effective treatment of many physical health conditions including those conditions common to individuals living on the streets, as well as better management of chronic diseases. These services shall include:
  - <u>Treatment:</u> Providing treatment as defined by local, state and federal healthcare regulations as well as by established health care industry

credentialing standards and guidelines. Treatment shall include emergency first aid.

- <u>Medication Support</u>: Prescribing, administering, dispensing and monitoring the safety, effectiveness and side effects of medications and providing medication education.
- <u>Referrals and linkage</u>: Referring and linking to long term primary health care providers, and as needed to emergency care, specialty care, dental and other community resources and healthcare supports.
- <u>Preventative Health Education and Screenings</u>: Providing information about physical health conditions and preventative care measures including risk factors that negatively impact health, behaviors that promote good health, and screenings to assess for health conditions and/or infectious diseases and the need for vaccinations. Screenings must include but are not limited to those for diabetes, cardiovascular disease and hypertension.
- <u>Substance Abuse Services</u>: Substance abuse services assist individuals to abstain from or reduce the harm and risks associated with using substances and to achieve their wellness and recovery goals. These services shall include:
  - Individual/Group Counseling: Interventions used to assist in the understanding of problematic substance use behaviors and the development and use of alternative behaviors.
  - <u>Referrals and linkage</u>: Referring and linking clients to community resources and supports, including self-help groups and detoxification providers.
  - <u>Education</u>: Providing information about substance abuse and alternative wellness activities.
- <u>Client Supportive Services (CSS)</u>: CSS enhance outreach and engagement and ongoing IMHT services. CSS support individuals in their recovery by providing items necessary for daily living and community integration, such as, food, clothing, shelter, bus tokens, school books/supplies, furniture, appliances, ongoing rental assistance. For details about eligible CSS expenditures and reimbursement procedures, see Exhibit G, Client Supportive Services for Mental Health Services Act Innovation Plan Programs.
- <u>Family Supportive Services</u>: Services that facilitate the recovery of the client receiving IMHT services by providing services as needed to their family

members. These services shall include referrals and linkage to supports and resources including but not limited to mental health, physical health or substance abuse care available either from the agency providing IMHT services or from other community agencies.

\*Prime Contractor and Partnering Contractor(s) shall be solely liable and responsible for any and all required services, whether provided directly, subcontracted or referred, under this Agreement. Prime Contractor and Partnering Contractor(s) shall indemnify and hold harmless the County from and against any liabilities and costs arising from, connected with, or related to services and treatments rendered under this agreement by Prime Contractor, Partnering Contractor(s), subcontractor(s) and/or employees of Contractor, Partnering Contractor(s) or subcontractor(s).

### 10. CLIENT CARE/TREATMENT PLANS

The IMHT shall base ongoing IMHT services on the client's stated needs and identify them in an integrated client care/treatment plan that includes client-defined long term goals and short term objectives, clinical interventions and outcomes. The client, their family/significant others, as appropriate, and all of the IMHT staff that will provide the services to assist the client to meet their mental health, physical health and substance abuse care/treatment plan goals and objectives shall meet together to develop an initial care/treatment plan and all subsequent plan reviews. The IMHT shall ensure housing goals with objectives identifying how clients will be assisted with locating and securing housing and obtaining, completing, submitting and tracking any necessary housing applications are included in the care/treatment plan. The IMHT shall also ensure the ongoing supports that will be provided to assist clients to retain their housing are included in the care/treatment plan. Staff that can provide mental health, physical health and substance abuse services shall meet together with the client and review the client's care/treatment plan a minimum of every six (6) months or as needed to incorporate new client-defined goals and objectives.

### 11. INTEGRATED MEDICAL CHART/RECORD

Prime Contractor shall maintain all assessments, care/treatment plans, addendums and documentation of all mental health, physical health and substance abuse services provided in an integrated medical chart/record to ensure integrated and coordinated services.

### 12. DAILY OPERATIONS

Prime Contractor shall ensure that the IMHT adheres to an operational schedule that includes a daily morning meeting. The daily morning meeting shall be facilitated by the lead staff person/team leader and staff who can provide mental health, physical health and substance abuse services shall be present. During the morning meeting, the IMHT will at a minimum discuss the physical health, mental health and

substance use status of each individual served by the IMHT and track the contacts with them. The IMHT staff will be distributed into teams to conduct outreach and engagement and deliver ongoing services. The IMHT outreach and engagement and ongoing service teams shall consist of sufficient and appropriate multidisciplinary staff to immediately meet any daily mental health, physical health, substance abuse and housing needs of the IMHT target population.

The IMHT staff shall communicate with each other throughout the day as needed to ensure that the mental health, physical health and substance abuse needs of clients are met.

### 13. SERVICE LOCATIONS

All IMHT services shall be in the field/street with the exception of certain administrative activities and/or physical health procedures requiring a clinic setting. The IMHT shall travel throughout the community with their supplies and equipment but shall not be a "clinic on wheels." Outreach and engagement shall be provided to individuals living on the streets and in other areas where homeless individuals congregate, such as encampments, parks, drop-in centers and abandoned buildings or shelters as well as to as individuals who have recently moved into PSH. All ongoing IMHT services with the exception of physical health procedures requiring a clinic setting shall be provided in the client's residence, in offices located in the PSH building or at a location in the community of the client's choice.

All IMHT services shall be provided within close proximity to each other, to the extent possible. If an individual chooses to reside outside the geographic area served by the IMHT or if they choose to receive services from another provider, the IMHT may transition them to other mental health, physical health or substance abuse services.

Prime Contractor and Partnering Contractor(s) shall maintain a Medi-Cal certified site(s) where clients' clinical records will be stored, and from which billing and administrative functions are performed. This site(s) and any satellite sites where IMHT services are provided shall be listed in the Legal Entity Agreement.

### 14. PARTNERSHIPS WITH PERMANENT SUPPORTIVE HOUSING DEVELOPERS

The IMHT shall maintain an ongoing partnership with one or more PSH developer(s) of their choice that dedicate a combined total of at least 20 new housing units to the IMHT target population. Units shall be defined as new only if they have become available between July 1, 2011 and December 31, 2012 or another date as approved by DMH.

The IMHT shall provide services to the individuals living in the dedicated units through Project Based Service Vouchers (PBSV). The IMHT shall use an ongoing portion of their budget for PBSV to provide services to individuals transitioning or

recently transitioned (after July 1, 2011 or another date as approved by DMH) from homelessness into these units. The level of services provided by the IMHT shall be based on the needs of the individual, but shall include adequate supports and advocacy to help clients retain their housing.

The IMHT shall communicate with the PSH developer a minimum of once a week regarding the status of each client living in the dedicated units to ensure the individuals are receiving the necessary services and supports needed to retain their housing. The IMHT must obtain the client's authorization to release PHI to the PSH developer's supportive service staff.

### 15. CLIENT EMERGENCY MEDICAL TREATMENT

Clients who are provided IMHT services and 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, Prime Contractor and Partnering Contractor(s) shall assure that such transportation and emergency medical care are provided. Prime Contractor and Partnering Contractor(s) shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Prime Contractor and Partnering Contractor(s) shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023.

### 16. NOTIFICATION OF CLIENT DEATH

Prime Contractor and Partnering Contractor(s) shall comply with the Department of Mental Health Policy No. 202.18, Reporting Clinical Incidents Involving Intentional Injuries, Deaths, Alleged Client Abuse and Possible Malpractice. This policy includes the requirement that the Prime Contractor and Partnering Contractor(s) immediately notify the DMH Medical Director upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Prime Contractor and Partnering Contractor(s) 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 Prime Contractor's and Partnering Contractor's (s') staff with knowledge of the circumstances.

### 17. IMHT STAFFING REQUIREMENTS

Prime Contractor shall ensure that the IMHT is staffed by a multidisciplinary team that works under one point of supervision and under one set of administrative and operational policies and procedures. The one point of supervision shall be to the Prime Contractor's staff that is directly responsible for overseeing the IMHT. The IMHT organizational chart shall clearly delineate the reporting lines of all staff, including Partnering Contractor(s) and FQHC staff to one point of supervision. Prime

Contractor shall inform DMH within twenty-four (24) hours of any changes in the positions included in the organizational chart or changes to the staff reporting lines.

The IMHT requires the following minimum staff, one of which shall be designated as the IMHT lead staff person/team leader:

- <u>Team Leader</u>. The IMHT team leader is responsible for overseeing the daily operations of the IMHT. At a minimum, their responsibilities include the following: facilitating the daily morning meeting to discuss the status of each client, allocating the work of the IMHT to meet each client's needs, and distributing the IMHT staff into teams to conduct outreach and engagement and deliver ongoing services. The team leader is the point of contact for the IMHT members and the PSH developers throughout the day to address client crises and emergent needs. The IMHT team leader is also responsible for coordinating and facilitating the development of an initial care/treatment plan and all subsequent plan reviews. The team leader shall ensure that all of the IMHT staff that will provide the services to assist the client to meet their mental health, physical health and substance abuse goals and objectives, the client and their family/significant others, as appropriate, participate in the development and review of the care/treatment plans.
- <u>Physical Health Physician</u>. The physical health physician shall be responsible for service delivery and oversight of the treatment of clients' chronic and/or episodic medical conditions. This includes physical health assessments, consultation, ordering, interpreting and evaluating diagnostic tests, prescribing and monitoring the safety and effectiveness of medications, and providing preventative care and referrals to other necessary physical health care.
- <u>Psychiatrist.</u> The psychiatrist shall be responsible for service delivery and oversight of the treatment of clients' chronic or episodic psychiatric needs. This includes diagnostic assessments, consultation, ordering laboratory tests, and prescribing, dispensing and monitoring the safety and effectiveness of psychiatric medications.
- <u>Nurse Practitioner (NP) or Physician Assistant (PA).</u> Under the supervision of a Physician, the NP or PA shall be responsible for completing physical examinations, ordering, interpreting and evaluating diagnostic tests, diagnosing and treating chronic and episodic disorders and prescribing, dispensing, monitoring the safety and effectiveness of medications and providing any other required physical health care within their scope of practice.
- <u>Licensed Clinical Social Worker (LCSW)</u>. The LCSW shall be responsible for completing diagnostic assessments and providing crisis intervention, counseling/therapy and other interventions that promote mental health

wellness and recovery. The LCSW may also assist clients with accessing community resources and supports.

- <u>Certified Substance Abuse Counselor.</u> The Certified Substance Abuse Counselor is required to have a minimum of six months of experience providing substance abuse services to individuals with co-occurring mental health and substance abuse treatment needs. The Certified Substance Abuse Counselor shall be responsible for providing substance abuse counseling and services that promote wellness, assisting clients with the development of relapse prevention plans and helping clients to access self-help groups and detoxification programs.
- <u>Case Managers.</u> Case managers are required to have a mental healthrelated bachelor's degree or documentation of providing mental health services for a minimum of two years. Case managers shall assist clients with accessing any necessary community resources and supports and assist with gaining, restoring, improving or maintaining daily independent living, social/leisure, and/or personal hygiene skills. Case managers shall have expertise in assisting clients with the following:
  - Identifying and securing public benefits to which clients may be entitled (e.g. SSI/SSDI). This includes assessing their financial status and other eligibility requirements and performing all actions including advocacy with or on behalf of the client to ensure that entitlements are established.
  - Locating, securing and maintaining housing. This includes negotiating and advocating with landlords on behalf of clients, completing and tracking the status of federal housing subsidy applications, completing requests for rental assistance/eviction prevention, referring clients to community-based legal agencies for tenant rights matters and providing the necessary ongoing supports and advocacy to help clients maintain their housing.
  - Locating, securing and maintaining employment/education/volunteer opportunities. This includes locating volunteer/educational/employment opportunities and providing the necessary ongoing supports and advocacy to help clients maintain their employment, volunteer work or school enrollment.
- <u>Peer Advocate or Family Advocate or Parent Partner.</u> This is an individual with lived mental health experience, a family member of an individual with a SMI or a parent of a child with SED. These individuals are responsible for providing peer-to-peer/family-to-family/parent-to-parent counseling and support and for assisting clients with accessing community resources and supports, and with gaining, restoring, improving or maintaining daily independent living, social/leisure and personal hygiene skills.

Services that can be provided by FQHC allowable staff shall be provided by them.

### 18. SERVICE HOURS

IMHT services shall be provided a minimum of 40 hours a week during the hours that clients are most accessible, including early morning hours, evenings and weekends. IMHT staff shall be available by phone and/or in person as needed for crisis intervention and other emergency situations 24 hours per day, seven (7) days per week and 365 days a year. This shall include having IMHT staff who is Lanterman-Petris-Short (LPS) designated to involuntarily hospitalize individuals. Prime Contractor and Partnering Contractor (s) shall notify DMH in writing of any permanent change(s) in the IMHT's clinic or field-based service hours at least 24 hours before the change(s).

### 19. ADMINISTRATIVE HOURS

Prime Contractor's and Partnering Contractor's(s') IMHT Manager or County approved alternate shall have full authority to act for Prime Contractor and Partnering Contractor(s) on all matters relating to the daily operation of the Agreement, and shall be available during the County's regular business hours of Monday through Friday, from 9:00 A.M. until 5:00 P.M. to respond to County inquiries and to discuss problem areas.

### 20. ADMINISTRATIVE TASKS

Required administrative tasks include the following:

- <u>Evaluation Tools</u>: Prime Contractor and Partnering Contractor(s) shall provide clients with a tool as determined by DMH by which to evaluate the services it renders. Prime Contractor and Partnering Contractor(s) shall make this information available to DMH upon request. Prime Contractor and Partnering Contractor(s) shall administer the tool at various phases of service provision as determined by DMH.
- <u>Unit of Service Claims</u>: Prime Contractor and Partnering Contractor(s) shall ensure unit of service claims are entered electronically at network sites and downloaded to the DMH centralized database (Integrated System).
- <u>Invoicing</u>: Prime Contractor and Partnering Contractor(s) shall submit Client Supportive Services (CSS) invoices monthly as described in the CSS Exhibit G. Prime Contractor and Partnering Contractor(s) shall submit an IMHT Cost Reimbursement form monthly for staff time delivering IMHT services when the time cannot be reimbursed through another funding source including medical insurance.

 <u>Data Collection</u>: Prime Contractor and Partnering Contractor(s) shall collect, enter, manage, and submit outcome data as directed by DMH to evaluate the INN IMHT service model's contribution to learning and adherence to performance-based criteria and to demonstrate client outcomes in accordance with guidelines established by DMH and the State. The Prime Contractor and Partnering Contractor(s) shall work cooperatively with the DMH contracted outcome data evaluator.

### 21. SUBCONTRACTING

No performance under this Service Exhibit shall be subcontracted by Prime Contractor or Partnering Contractor(s) without the prior written consent of County as provided in Paragraph 29<u>SUBCONTRACTING</u> of the Legal Entity Agreement.

### 22. INFORMATION TECHNOLOGY REQUIREMENTS

### Functional Requirements

Prime Contractor and Partnering Contractor(s) shall have the capacity for an information system/information technology (IS/IT) compatible with DMH's IS/IT system. Prime Contractor and Partnering Contractor(s) shall have the ability to collect, manage, and submit data as directed by DMH in order to ensure a consistently high level of services throughout the term of the Agreement and demonstrate outcomes inclusive of guidelines set forth by DMH and the State.

### Technology Requirements

- Prime Contractor's and Partnering Contractor(s) IS/IT system shall meet the functional, workflow, and privacy/security requirements listed below under Privacy and Electronic Security.
- Prime Contractor and Partnering Contractor(s) shall each be solely responsible for complying with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

### Privacy and Electronic Security

 To the extent relevant to deliver the services required by this Service Exhibit, Prime Contractor and Partnering Contractor(s) shall comply with all Federal and State laws as they apply to Protected Health Information (PHI), Individually Identifiable Health Information (IIHI), and electronic information security.  Any Prime Contractor and/or Partnering Contractor(s) that is deemed a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County of Los Angeles.

### 23. QUALITY MANAGEMENT AND DATA COLLECTION

### **Quality Management**

Prime Contractor and Partnering Contractor(s) shall establish and utilize a comprehensive written Quality Management Program and Plan (Plan) including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on the required IMHT services provided and that identified measureable performance outcomes are attained. Quality Management activities shall be focused on assuring that the quality of service meets the requirements for timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The Plan shall be submitted to DMH and shall be effective upon DMH approval. The Plan shall be updated and resubmitted as changes are needed and/or as changes occur.

The plan shall include an identified monitoring system covering all the services listed in this Service Exhibit. The system of monitoring to ensure that the Service Exhibit requirements are being met shall include:

- Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
- Ensuring the services, deliverables, and requirements defined in this Service Exhibit are being provided at or above the level of quality agreed upon by the County and the Prime Contractor and Partnering Contractor(s).
- Ensuring that professional staff rendering services under the Agreement has the necessary prerequisites.
- Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

24. DATA COLLECTION

Prime Contractor and Partnering Contractor(s) shall establish and implement a Data Collection Plan to collect, manage, and submit data and reports as directed by DMH to demonstrate, profile, track, and document the effectiveness of the following: integrating physical health, mental health and substance abuse services delivered, performance outcomes, and quality improvement interventions including pertinent fiscal information related to the leveraging of funds. Prime Contractor's and Partnering Contractor's(s') Data Collection Plan shall include:

- A description of appropriate specific measures and data analysis methods that are currently in place and those to be developed to ensure the collection and reporting of required physical health, mental health and substance abuse treatment data as described in this Service Exhibit.
- A description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

Prime Contractor, Partnering Contractor(s) and FQHC shall participate in regular learning collaborative meetings where data and progress will be reviewed to determine progress toward achieving integration and positive outcomes in the areas of physical health, mental health and substance abuse. These meetings will serve as the basis for learning and for making any mid-course service corrections to service integration models.

### 25. OUTCOME DATA REQUIREMENTS

All outcomes targeted for tracking shall be implemented, scored, stored, and transferred in a manner proscribed by DMH at intervals determined by DMH. Additionally, any and all outcomes, measurement instruments, and procedures may be supplemented or revised or deleted by DMH at any time during the course of funding for the IMHT. The following client outcomes are identified for the IMHT. The outcome data will be based on the comparison of baseline data of the twelve months prior to clients receiving ongoing services to data for a comparable period after ongoing services begin:

Outcomes	Method/Measure of Success
Reduced incarcerations	Adult Linkages Project methodology; 75% reduction
Reduced medical and psychiatric ER visits	Adult Linkages Project methodology; 50%

Outcomes	Method/Measure of Success
Increased establishment of benefits for which the client is eligible	Adult Linkages Project methodology; 100% of eligible clients obtain benefits
Increased number of clients obtain employment, attend school or participate in volunteer activities	20% of clients are employed, going to school or participating in volunteer activities

### 26. OWNERSHIP OF DATA

Contractor and DMH hereby agree that any and all outcome data or material collected as part of participation in this program and developed under this Agreement, including but not limited to, client and community satisfaction surveys, evaluation tools, client service utilization data, service cost, diagnostic surveys, tools, and instruments, symptom inventories, stigma measures, integration measures, quality improvement data, measures and reports, and/or program level reports, (hereinafter referred to as "Data"), is the sole property of the County.

Contractor hereby agrees not to use or disclose any such Data and/or not to analyze any portion thereof without the express written consent and/or approval of DMH, except for purposes of evaluating program performance and/or for quality improvement purposes as necessary for compliance with this Agreement. Use of any such Data for purposes of research and/or publishing is strictly prohibited without the express written consent and/or approval of DMH.

### 27. PERFORMANCE-BASED CRITERIA

There are eight (8) Performance-based Criteria that measure Prime Contractor's and Partnering Contractor(s) performance related to operational measures indicative of quality program administration. These criteria are consistent with the MHSA and the INN Plan learning questions. These measures assess the agency's ability to provide the required services and to monitor the quality of the services. Prime Contractor and Partnering Contractor(s) shall:

- Collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. 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 a contract amendment.
- Submit required reporting to DMH on performance targets related to the Prime Contractor's, Partnering Contractor(s) and FQHC services.

• Cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at provider meetings where the Prime Contractor's and Partnering Contractor's(s') adherence to the performance-based criteria will be evaluated.

The Performance-based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. The IMHT provides integrated mental health, physical health and substance abuse treatment to the 100 clients receiving ongoing IMHT services	Instrument measuring level of service integration, as determined by DMH	Based on an assessment, an integrated care plan has been created for 100% of clients with co-occurring mental health, physical health and substance abuse disorders
2. Quality of care	Instruments measuring physical health including diabetes, cardiovascular disease and hypertension, mental health and substance abuse treatment outcomes, as determined by DMH	75% of clients achieved positive health, mental health and substance abuse treatment outcomes
3. Satisfaction with services	Client satisfaction survey as determined by DMH	80% of clients will be satisfied with integrated services
4. The IMHT improved the community	Tracking Form as developed by DMH	80% of homeless clients served who requested assistance with housing obtained housing
		80% of clients who obtained housing retained housing for a minimum of 1 year.

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
5. The IMHT leverages other available federal, state and community resources	Negotiation package demonstrating agency leveraging of Federal, State and community resources with MHSA INN funding Documentation verifying leveraged use of other Federal, State and community resources with MHSA INN funding	20% of the 100 clients receiving ongoing IMHT services will enter the program with medical insurance. In the second year the percentage of clients with medical insurance will increase to 50% and in the third year the percentage will increase to 80%.
6. The IMHT uses a Housing First Approach	Client interview by DMH staff Chart review by DMH staff	100% of clients are assisted with finding housing of their choice without any prerequisites/conditions for psychiatric treatment or sobriety
7. The IMHT uses a harm reduction approach across all modalities of physical health, mental health and substance abuse treatment	Client interview by DMH staff Chart review by DMH staff	100% of the treatment interventions use a harm reduction approach
8. The IMHT operates under one point of supervision and one set of administrative and operational policies and procedures	Review of organizational chart and policies and procedures by DMH staff Staff interviews by DMH staff	100% of the IMHT staff operates under one point of supervision and one set of administrative and operational policies and procedures

Prime Contractor and Partnering Contractor(s) shall maintain, at a minimum, the following documents that indicate the performance targets:

- An Integrated client medical record/chart that include but are not limited to assessments, care/treatment plans, progress notes and discharge summaries.
- Administrative policies and procedures for the IMHT.
- Budgets and financial records for the IMHT.

### 28. CONTRACTOR TIMELINES

Prime Contractor shall submit the following to DMH for approval prior to the execution of the Agreement:

- A vulnerability scale
- Administrative and organizational policies and procedures for the IMHT
- An IMHT organizational chart

Prime Contractor and Partnering Contractor(s) shall submit the following to DMH for approval prior to the execution of the Agreement:

- An emergency medical treatment and disaster/mass casualty plan
- A Quality Management Program and Plan
- A Data Collection Plan
- The clinic and field-based service hours
- A list of IMHT services that will be provided in the field and those that will be provided in a clinic setting

Prime Contractor and Partner Contractor(s) shall adhere to the following time requirements/timelines within thirty (30) days of the execution of the Agreement:

- Provide orientation training to IMHT staff
- Operationalize all sites listed in the Contract
- Implement the IMHT service model
- Acquire a computer system with sufficient hardware and software to meet DMH requirements and an agreement for its on-site maintenance for the entire term of this Agreement

Prime Contractor shall adhere to the following time requirements/timelines within thirty (30) days of the execution of the Agreement:

• Provide DMH with a roster of all IMHT staff that includes: (1) names and positions; (2) Name of employing agency; (3) work schedules; (4) fax and telephone numbers; and (5) any non-English, Los Angeles County threshold languages spoken by staff

Provider No. TBA

### SERVICE EXHIBIT \_\_\_\_\_

### ONE-TIME EXPENSES ASSOCIATED WITH STARTING A NEW MENTAL HEALTH SERVICES ACT INNOVATION PROGRAM

### I. OVERVIEW

In response to the implementation requirements of the Mental Health Services Act, Los Angeles County Department of Mental Health (DMH) has designed and implemented contracts, policies, procedures and payment processes that support the implementation of new programs.

DMH has developed this Service Exhibit to facilitate reimbursement of one-time expenses associated with starting new MHSA Innovation programs. These include non-Medi-Cal capital assets and other non-Medi-Cal client support expenditures. These expenses will only be allowed during the first two months of the program's initiation unless prior approval is obtained from the program's lead DMH District Chief.

### II. ALLOWABLE ONE-TIME EXPENSES

### A. Service Function Code (SFC) 75: Non-Medi-Cal Capital Assets

SFC 75 applies to the one-time capital asset expenses dedicated solely to non-Medi-Cal activities. These expenses shall be \$5,000 or greater; they may be claimed in the year purchased. Expenses that should be reported under SFC 75, provided such expenses are dedicated solely to non Medi-Cal activities, include:

- Vehicles
- Other capital assets dedicated solely to non-Medi-Cal activities.

Units of Service shall not be reported for SFC 75.

All Capital Assets purchased within the parameters of this exhibit require the DMH's Director's or the Director's designee's prior approval.

### B. <u>Service Function Code (SFC) 78: Other Non-Medi-Cal Client Support</u> <u>Expenditures</u>

SFC 78 applies to one-time expenses other than SFC 75 expenses that are associated with starting a new MHSA Innovation program. These expenses include general operating expenditures incurred in providing non-Medi-Cal

client supports not otherwise reported in treatment or outreach programs (Mode 05, 10, 15 or 55). Allowable expenses include extraordinary costs associated with leases and utilities (e.g. deposits), recruitment, staff orientation/training, staff time dedicated to program development and equipment. Equipment expenses must be less than \$5,000. Lease costs, utilities, staff orientation/training and staff time dedicated to program development shall only be claimed prior to the provision of service delivery.

### **III.REIMBURSEMENT**

The procedures for reimbursement for One-Time Expenses Associated with Starting a New MHSA Innovation Program are provided in Attachment A.

### COUNTYWIDE HOUSING, EMPLOYMENT & EDUCATION RESOURCE DEVELOPMENT COUNTY OF LOS ANGELES --- DEPARTMENT OF MENTAL HEALTH

# Mental Health Services Act Innovation -- Integrated Mobile Health Team (IMHT)

## CONTRACT AMOUNTS FOR FY 2011-12, 2012-13, 2013-14

Agencv	Legal Entity	Sup. Dist.	Service Area	Innovation Funding	Revised MCA	Innovation Funding	Estimated MCA	Innovation Funding	Estimated MCA
	(LE)	(На)	(HQ)	FY 20	FY 2011-12*	FY 20	FY 2012-13	FY 20	FY 2013-14
PRIME CONTRACTOR 1									
Exodus Recovery, Inc.	00527	2	5	\$ 897,511	\$ 14,677,475	\$ 1,760,684	*	\$ 1,778,622	*
PRIME CONTRACTOR 2									
Step Up on Second, Inc.	00215	£	5	\$ 784,968	\$ 3,974,912	\$ 1,544,995	\$ 4,484,201	\$ 1,626,066	\$ 4,332,469
PARTINERING CONTRACTOR 24							and the second		
Special Service for Groups	00214	1	4	\$ 30,857	\$ 31,258,751	\$ 60,022	*	\$ 60,022	*
PRIME CONTRACTOR 3									
St. Joseph Center	00218	Э	5	\$ 525,466	\$ 1,604,617	\$ 968,643	\$ 2,052,198	\$ 905,165	\$ 1,646,986
PARTNEHING CONTRACTOR 3A									
Ocean Pacific Community Center	00305	3	5	\$ 412,065	\$ 836,669	\$ 735,758	*	\$ 692,994	*
PRIME CONTRACTOR 4									
JWCH Institute, Inc.	01563	-	4	\$ 395,001	\$ 715,053	\$ 850,000	\$ 1,150,052	\$ 850,000	**
<b>ZASTIMURINGISONTRACTOREMA</b>									
Behavioral Health Services, Inc.	01150	2	4	\$ 83,832	\$ 814,870	\$ 190,000	\$ 911,204	\$ 190,000	\$ 911,204
South Central Health and Rehabilitation Program	00506	2	9	\$ 363,034	\$ 8,544,285	\$ 822,281	\$ 7,916,512	\$ 822,281	*
PRIME CONTRACTOR 5									
Mental Health America of Los Angeles	00200	4	8	\$ 864,086	\$ 16,326,931	\$ 1,711,625	\$16,538,667	\$ 1,660,355	*
			TOTAL	\$ 4,356,820	\$78,753,563	\$ 8,644,008	\$33,052,834	\$ 8,585,505	\$ 6,890,659

\*Contract will be renewed on 7/1/2012 for a three (3) year term. \*\* Contract will be renewed on 7/1/13 for a three (3) year term.

Attachment III

### **COUNTY OF LOS ANGELES**

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

ROBIN KAY, Ph.D. Chief Deputy Director

RODERICK SHANER, M.D. Medical Director



BOARD OF SUPERVISORS GLORIA MOLINA

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

### DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

December 21, 2011

- TO: Each Supervisor
- FROM: Kary from Director

### SUBJECT: REQUEST TO INCREASE DELEGATED AUTHORITY PERCENTAGE FOR THE MENTAL HEALTH SERVICES ACT - INNOVATION - INTEGRATED MOBILE HEALTH TEAM BOARD LETTER FOR FISCAL YEARS 2011-12, 2012-13, and 2013-14

This memorandum is to comply with Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts. The Policy mandates that any department requesting a percentage increase exceeding ten percent of the total contract amount must provide a detailed justification and advance written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board Meeting at which the proposed contract is to be presented.

The Department of Mental Health (DMH) is requesting an additional ten percent for a total of twenty percent authority to amend the existing DMH Legal Entity Agreements with Behavioral Health Services, Inc. (BHS), Exodus Recovery Inc. (Exodus), JWCH Institute, Inc. (JWCH), Mental Health America of Los Angeles (MHA), OPCC, South Central Health and Rehabilitation Program (SCHARP), Special Services for Groups (SSG), St. Joseph Center and Step Up On Second, Inc. (Step Up) to implement Mental Health Services Act - Innovation - Integrated Mobile Health Team Services. This authority will allow DMH greater capacity to amend contracts for new funding streams and programs/services and implement such program/services in a more timely and expeditious manner. Therefore, in most instances where speed and response time are of key importance, the objectives to maximize, prioritize and increase access to services will more effectively meet the County's mission "To Enrich Lives through Effective and Caring Services."

Should there be a need to exceed the twenty percent delegated authority, DMH will return to your Board with a request for authority to amend the Agreements 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:Ir

c: Executive Officer, Board of Supervisors Chief Executive Officer County Counsel Robin Kay, Ph.D. Margo Morales

Maria Funk, Ph.D. Deputy Directors District Chiefs Kimberly Nall Richard Kushi

"To Enrich Lives Through Effective And Caring Service"