



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

January 20, 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:

**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

17 January 20, 2015

*Patrick O'Quinn*  
 PATRICK O'QUINN  
 ACTING EXECUTIVE OFFICER

**APPROVAL TO AMEND SIX EXISTING ENHANCED EMERGENCY SHELTER PROGRAM FOR  
 TRANSITION AGE YOUTH AGREEMENTS  
 FOR FISCAL YEARS 2014-15, 2015-16, AND 2016-17  
 (SUPERVISORIAL DISTRICTS 1, 2, 3, & 4)  
 (3 VOTES)**

**SUBJECT**

Request approval to amend six existing Enhanced Emergency Shelter Program for Transition Age Youth Agreements to: (1) increase the nightly rate; (2) amend the Statement of Work; and (3) amend the Fee Schedule to reflect additional services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an amendment, substantially similar to Attachment I, to the existing Enhanced Emergency Shelter (EES) Program for Transition Age Youth (TAY) Agreement with the six EES contractors listed in Attachment II. The amendment will be effective upon your Board's approval and will: 1) increase the nightly rate for the EES Program to a maximum amount of \$121.00 per night for TAY and up to 50 percent of the nightly rate for approved minor children of TAY, with two children maximum; 2) revise the Statement of Work (SOW) to add services; and 3) revise the Fee Schedule to reflect additional services. The cost of the EES Program will remain at \$1,078,853 for Fiscal Years (FYs) 2014-15, 2015-16, and 2016-17, fully funded with State Mental Health Services Act (MHSA) revenue.
2. Delegate authority to the Director, or his designee, to sign and execute future EES Program

Agreements, through an open and continuous solicitation process, for FYs 2014-15 through 2016-17, with eligible and qualified agencies at a rate of at least \$96.00 per night for TAY, up to a maximum of \$121 per night, and up to 50 percent of the nightly rate for approved minor children of TAY provided that: 1) the aggregate total payment to all contractors does not exceed \$1,078,853 for FYs 2014-15 through 2016-17 and 2) the additional services and supports meet identified needs consistent with the MHSA Community and Service Supports (CSS) Plan.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute subsequent amendments to the Agreements, if any, provided that: 1) the applicable contracted nightly rate is not increased by 10 percent; 2) any increase shall be used to provide additional services and/or supports or to reflect program and/or policy changes; 3) the Board has appropriated sufficient funds for all additions and/or modifications; 4) approval as to form by County Counsel is obtained prior to execution of any amendments; 5) the parties, may by written amendment, mutually agree to reduce programs or services and reduce the applicable contracted night rate accordingly; and 6) the Director notifies your Board and the Chief Executive Officer of agreement changes in writing within 30 days after execution of each amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions ensures that the current daily capacity of 44 EES Program temporary emergency shelter beds and enhanced basic living support services is maintained for homeless Seriously Emotionally Disturbed (SED)/Severe and Persistently Mentally Ill (SPMI) TAY.

The EES Program was approved by your Board in March 2008 and since its implementation, the nightly rate of \$85.00 has remained despite increased program expenses. Former contractors of the EES Program have cited the current rate as a prominent factor with their inability to continue providing EES services. Prospective contractors have also stated that the current rate deters their interest in participating in the EES Program.

The current EES Program contractors provided a 'mini cost report' to the Department of Mental Health (DMH) outlining actual costs associated with their program. The contractors submitted nightly rates based on their actual costs which ranged from \$96.00 to \$121.00. Based on DMH's analysis, it was determined that the current nightly rate was insufficient to cover actual expenses incurred by the contractors to provide sufficient services and supports to TAY clients. The rate increase to a maximum of \$121.00 per night will assist the EES Program to maintain its current contractors and may, possibly, increase capacity by bringing on new service providers.

The increase in the nightly rate will also enable contractors to provide additional enhanced supportive services and programming. The SOW was revised to reflect additional services (Life Skills Counseling and Healthy Living Group Services) which enable TAY to develop skills that increase self-sufficiency and independence. Attachment II provides the maximum nightly rate each contractor has identified to provide the additional services. The rate for any future Agreements with eligible, qualified agencies will be set at \$96.00 per night and cost analyses will occur on an annual basis to ensure that the rates are sufficient to cover the costs for services and supports.

In accordance with the MHSA CSS Plan, the EES Program represents a vital outreach and engagement tool to help establish trusting relationships with the unserved and underserved SED/SPMI TAY population throughout the County, and through which effective linkages to mental

health services can be achieved.

### **Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with the County's Strategic Plan Goal 2, Community Support and Responsiveness.

### **FISCAL IMPACT/FINANCING**

The total cost of the ESS Program for FY 2014-15 is \$1,078,853 to be fully funded with State MHSA revenue.

This requested action will amend the six agreements to increase the nightly rate for temporary emergency shelter beds and enhanced basic living support services to up to \$121.00 per night for TAY and up to 50 percent of the night rate for TAY for approved minor children TAY with two children maximum. Temporary emergency shelter beds are purchased on an "as needed" basis, up to the total aggregate payment for all agreements of \$1,078,853 for each fiscal year. The agreements do not contain a contract dollar amount and the County does not guarantee a specific number of client referrals or funding amount to a contractor.

Funding for these Agreements is included in the FY 2014-15 DMH Adopted Budget. Funding for future fiscal years will be incorporated into the budget through DMH's annual budget request process.

There is no increase in net County cost associated with these actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On March 18, 2008, your Board approved the implementation of the EES Program under the MHSA CSS Plan. The focus of the MHSA CSS Plan is on recovery-oriented services for people who are diagnosed as SED and/or SPMI. Within TAY, the priority populations are those who are diagnosed with SED/SPMI and who are homeless or currently at risk of homelessness, those aging out of the child welfare, child mental health, and juvenile justice systems, those leaving long-term institutional care, those who have experienced their first psychotic break and those with co-occurring substance abuse disorders. TAY with serious mental health challenges are often highly transient, and therefore present unique challenges to effectively provide services and supports. One of the primary challenges is establishing a trusting relationship in a safe and supportive environment with the person to receive the service. The EES Program is a necessary resource where this essential outreach and engagement can begin.

The EES Program is an opportunity to assist young adults working towards achieving and sustaining measurable recovery and wellness goals. For TAY who are traditionally difficult to outreach to and engage in services, especially when those services seek to address mental health and/or co-occurring substance abuse problems, the MHSA CSS Plan identified several desired outcomes for accessing the EES Program, including:

1. Access to basic supportive services and linkages including information related to emergency housing, employment, vocational training, education, and social/community activities;
2. Opportunities to build trusting relationships with staff who can, as the youth is ready, assist the youth toward recovery and wellness, through linkage to an array of community resources and programs;
3. Ensure access and linkage to services when TAY are open to receiving them;
4. Safe and adequate housing, including a reduction in homelessness; and
5. Access to needed help especially during times of crisis.

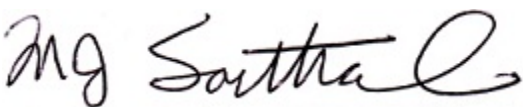
The attached Amendment format (Attachment I) has been approved as to form by County Counsel. Clinical and administrative staff at DMH will continue to administer and supervise the Agreements, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions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

Attachment II provides information regarding EES agency names, locations, Supervisorial Districts, and their nightly rates. These contractors do not have individual maximum contract amounts; instead each contractor has the opportunity to invoice for qualifying services provided that the aggregate payment to all contractors does not exceed \$1,078,853 for FYs 2014-15, 2015-16, and 2016-17.

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

Board approval of the proposed actions will maintain and improve upon referral and linkage to mental health services and supports for the priority population of SED/SPMI TAY through the EES Program to obtain temporary emergency shelter and other necessary services and supports.

Respectfully submitted,



MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:TB:RK:SK

Enclosures

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

CONTRACT NO. MH

AMENDMENT NO.   

THIS AMENDMENT is made and entered into this    day of   , 2015, 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. MH, as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years (FY) 2014-15, 2015-16, and 2016-17, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to revise Exhibit A "Statement of Work" and Exhibit B "Fee Schedule" to increase the nightly rate to reflect additional services.

WHEREAS, County and Contractor intend to amend Agreement to revise the Statement of Work to reflect these additional services (increase in Life Skills Counseling and Healthy Living Group services). These services teach and equip Transition-Age Youth (TAY) with skills that increase self-sufficiency and independence.

WHEREAS, County and Contractor intend to amend Agreement to revise Exhibit B "Fee Schedule" to increase the nightly rate for Enhanced Emergency Shelter Program (EES). The nightly rate for EES increases from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. The increase enables the Contractor to provide additional enhanced supportive services and programming.

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

1. Exhibit A – Statement of Work shall be deleted in its entirety and replaced with Exhibit A – X – Statement of Work, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit A – Statement of Work shall be deemed to refer to “Exhibit A – X Statement of Work.”
2. Exhibit B – Fee Schedule shall be deleted in its entirety and replaced with Exhibit B – X – Fee Schedule, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit B – Fee Schedule shall be deemed to refer to “Exhibit B – X Fee Schedule.”
3. The nightly rate for EES increases from\$ \_\_\_\_\_ to \$\_\_\_\_\_. The increase enables the Contractor to provide additional enhanced supportive services.
4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect programming.

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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 on 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

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Chief, Contracts Development  
and Administration Division

## **EXHIBIT A - X**

### **STATEMENT OF WORK**

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

##### **1. Overview**

The Enhanced Emergency Shelter Program for Transition Age Youth (EES Program) is intended to provide shelter, food, clothing, hygiene products, supports (transportation, linkage to mental health, substance abuse, vocational, educational, counseling, benefits establishment, and more permanent housing options), and other identified necessities to Seriously Emotionally Disturbed (SED) and Severe and Persistently Mentally Ill (SPMI) transition age youth (TAY) who are homeless, or at immediate risk of becoming homeless for TAY 18 years of age to 25 years of age. These TAY generally have no other available funding source to pay for housing and must meet all of the criteria listed in Section 2.A of this Exhibit to qualify for the EES Program under the MHSA Community Services and Supports (CSS) Plan. All those TAY meeting such criteria will be hereinafter referred to as Clients.

##### **2. Scope of Work**

The services and supports provided under the EES Program shall be provided on a 24-hour basis in Contractor's residential facility(ies) for a maximum of 36 days per Client. Three (3) subsequent 3-day extensions of enhanced basic living support services per Client may be made upon review of the Client's placement plan and implementation progress and written approval by the Department of Mental Health (DMH). In no event, shall the services and supports provided pursuant to the EES Program be furnished for more than 45 continuous days per Client, per episode, including extensions.

##### **A. Persons To Be Serviced**

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

- 1) Individual is a TAY, i.e., between the ages of 18 and 25;
- 2) Individual meets the target population criteria for TAY as described in the State approved MHSA Community Services and Supports (CSS) Plan;
- 3) Individual or individual and his/her children are homeless or at immediate risk of becoming homeless and does not have an alternative place to stay;
- 4) Individual is SED/SPMI and diagnosed with an Axis I disorder as determined by DMH staff;



- 5) Individual or individual and his/her children do not have Supplemental Security Income (SSI), General Relief (GR), Temporary Aid to Needy Families (TANF) or other resources to pay for shelter;
- 6) Individual has a psychiatric condition that does not require acute emergency intervention, inpatient hospitalization, or other 24-hour treatment as determined by DMH staff;
- 7) Individual has an assigned DMH TAY Navigation Team and/or DMH Case Manager; and
- 8) Individual is and must be referred to Contractor's facility(ies) by DMH TAY Division. County may cancel the approved referral of any Client to Contractor's facility(ies), at any time, as determined by DMH, in its sole discretion.
- 9) Notwithstanding the above provision 8, Contractor may self-refer individuals meeting target population criteria to its facility(ies) upon approval of, and at the sole discretion of, DMH TAY Division; such approval may be withdrawn by DMH at any time, with or without cause, effective upon three (3) calendar days written notice.

#### **B. Program Services and Supports:**

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

- 1) Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, and a change of laundered bedding at least once a week;
- 2) A minimum of three (3) balanced and complete meals each day that meet the United States Department of Agriculture (USDA) standards, at least two of the three meals must be hot;
- 3) Appropriate clothing, laundry facilities, and toiletries (e.g., comb, toothbrush, hygiene products, etc.), as needed;
- 4) Secure location to store personal belongings during stay in shelter;
- 5) Enhanced supportive services and programming that shall, at a minimum, include all of the following:
  - a. Life Skills Counseling: 1.5 Hours per day (e.g., accessing benefits; job search and interviewing; education information; interpersonal skills; communication; etc.); and
  - b. Healthy Living Groups: 3.0 Hours per week (e.g., topics include: safe sex; substance abuse; nutrition; self-care; etc.); and

- c. Transportation Supports (e.g., bus fare, van service, and/or taxi service) to shelter for admission; to local government offices to apply for benefits; and/or to assist with locating other housing resources.

Additional enhanced services may include, but are not limited to: counseling; self-help groups; individual rooms; short-term case management; linkage to benefit entitlements; health examinations; and other housing resources.

Contractor shall submit written proof of delivery of the above minimally required enhanced services with their monthly invoice.

- 6) General 24-hour oversight of all Clients by properly trained personnel;
- 7) Goods and services provided at no cost to Clients;
- 8) Compliance with all health and safety requirements, including, but not limited to, passing facility inspection by the County's Department of Health Services, Department of Public Health, Fire Department, and DMH;
- 9) Compliance with required reporting of known or suspected child abuse, and elder/dependent adult abuse;
- 10) Cooperation with DMH staff assigned to assure each Client's linkage to ongoing mental health services; and
- 11) Immediate reporting by telephone, within 24 hours, of all special incidents involving clients to the Director of Mental Health or the Director's designee. The designee for this program is the TAY Division EES Program gatekeeper and Program Head; however in their absence, the District Chief should be notified. Finally, notification shall be followed by submitting a written special incident report within 72 hours of the incident (DMH Policy No. 202.18). Special incident include, but are not limited to: suicide or attempt or other psychiatric emergency; unauthorized absence from Contractor's facility(ies); death or serious injury; criminal behavior (including arrests with or without conviction); positive results of substance abuse from urine screenings; and any other incident which may result in significant public or media attention to the EES Program.

### **3. Emergency Medical Treatment**

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

#### **4. Disaster and Mass Casualty Plan**

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

#### **5. Notification of Death**

Contractor shall immediately notify the Director of Mental Health or the Director's designee, upon becoming aware of the death of any Client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. This verbal and written notice shall include the name of the deceased, the DMH Integrated System (IS) identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

#### **6. DMH's Responsibilities**

DMH shall provide Contractor with information regarding DMH's payment authorization policies and procedures as necessary for Contractor to invoice DMH for services provided under this Exhibit. The County will not guarantee a specific or minimum number of client referrals or funding amount to a contractor. Since EES beds are purchased on an "as needed" basis, the Agreements do not contain a contract dollar amount. Under no circumstance will the total aggregate payment to all contractors be more than \$1,078,853 for each Fiscal Year (2014-15, 2015-16, and 2016-17).

**EXHIBIT B - X**

**FEE SCHEDULE**

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

**1. PAYMENT SCHEDULE**

The Department of Mental Health (DMH) shall pay to Contractor a nightly rate of \$\_\_\_\_.00 per Client, per overnight stay that qualifies under the Enhanced Emergency Shelter Program (EES Program) under this Agreement, as described in Exhibit A (Statement of Work) - X. An additional rate of up to 50 percent of the Client's nightly rate per child per night will be paid for Clients with children, with a maximum payment for two (2) children per night.

Payment to Contractor shall be based on Contractor submitting complete and original invoices to DMH. The invoice shall include: the name of client; Integrated System (IS) number, if available; date of birth (DOB); first day of authorized stay; and last day of authorized stay. Legible copies of daily sign-in logs with Client and shelter staff signatures must accompany the invoices as verification of the Client's stay in the shelter. Invoices must be submitted monthly, in arrears, by Contractor and within 30 days of the last day of service. The DMH-designated TAY staff will review the invoices to ensure that the authorized services and supports rendered are in substantial compliance with the requirements described in Exhibit A (Statement of Work) - X. Additionally all services must be approved by DMH-designated TAY staff before they are rendered to be eligible for reimbursement under the EES Program.

**2. PAYMENT PROCEDURES**

Upon receipt of original invoices from Contractor and approval by DMH, DMH shall make payment to Contractor within forty-five (45) days of the date the invoice was approved for payment. For Contractors certified as a Local Small Business Enterprise (SBE) under the Los Angeles County Board of Supervisors Policy Manual, Policy Number 3.035, "Small Business Payment Liaison and Prompt Payment Program" (10/17/2006), payment procedures shall be followed. If any portion of the invoice is disputed by DMH, DMH shall pay Contractor for undisputed services charges contained in the invoice and work diligently with Contractor to resolve the disputed portion of the claim in a timely manner.

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

**Name of Agency  
Address of Agency  
City, State Zip Code**

### **3. DESIGNATED DMH CONTACT PERSON**

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

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

### **4. TERM OF AGREEMENT**

The EES Program is funded by the Mental Health Services Act (MHSA). The program commenced upon execution of the Agreement in Fiscal Year (FY) 2012-13 through FY 2016-17. Ongoing funding for this program is contingent upon available funding from the State as well as continued approval of MHSA claims submitted by the County on behalf of the Contractor.

### **5. MENTAL HEALTH SERVICES ACT FUNDS**

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH**  
 Contracts Development and Administration Division  
 Enhanced Emergency Shelter Program for Transition Age Youth (18-25) Agreements

**FYs 2014-15, 2015-16, and 2016-17**

Item No.	AGENCY NAME	SUP. DIST (Sites)	Nightly Rate	Agreement Term	MAXIMUM CONTRACT AMOUNT		
					FY 2014-15	FY 2015-16	FY 2016-17
1	1736 Family Crisis Center 2116 Arlington Avenue, Suite 200 Los Angeles, CA 90018	2 <sup>nd</sup>	\$96.00	3 years	*	*	*
2	California Hispanic Commission on Alcohol and Drug Abuse, Inc. 1419 21 <sup>st</sup> Street Sacramento, CA 95811	1 <sup>st</sup>	\$121.00	3 years	*	*	*
3	Gateways Hospital and Mental Health Center 1891 Effie Street Los Angeles, CA 90026	2 <sup>nd</sup>	\$121.00	3 years	*	*	*
4	The Good Seed Church of God in Christ, Inc. 6568 5 <sup>th</sup> Avenue Los Angeles, CA 90043	2 <sup>nd</sup>	\$121.00	3 years	*	*	*
5	Los Angeles LGBT Center 1220 N. Highland Avenue Los Angeles, CA 90038	3 <sup>rd</sup>	\$121.00	3 years	*	*	*
6	Women Shelter of Long Beach P.O. Box 32107 Long Beach, CA 90832	4 <sup>th</sup>	\$96.00	3 years	*	*	*

\* EES Program TAY Agreements do not have a Maximum Contract Amount. The beds are purchased on an “as needed” basis at the rates indicated above for TAY and 50 percent of the nightly rate for TAY per night for approved minor children of TAY, with a two (2) child maximum.