

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

JONATHAN E. SHERIN, M.D., Ph.D., Director ROBIN KAY, Ph.D., Chief Deputy Director RODERICK SHANER, M.D., Medical Director



April 04, 2017

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

29 April 4, 2017

LORI GLASGOW EXECUTIVE OFFICER

APPROVAL TO ACCEPT A GRANT AWARD FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION, AUTHORIZATION FOR A SOLE SOURCE AMENDMENT TO THE LEGAL ENTITY AGREEMENT WITH CHILDREN'S INSTITUTE, INC., AND APPROVAL FOR HIRING AUTHORITY TO FILL AN ORDINANCE ITEM FOR FISCAL YEARS 2016-17 THROUGH 2019-2020 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to accept a four-year grant award from the Substance Abuse and Mental Health Services Administration for the Project About Building Connections South Los Angeles System of Care in Service Area 6 for children ages birth to five years with serious emotional disturbance, authorization for a sole source amendment and delegated authority to execute future amendments to the legal entity agreement with Children's Institute, Inc., and approval for hiring authority to fill an ordinance item.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to accept a Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) grant award, No. 1H79SM063397-01 (Attachment I) of up to \$4,000,000, over a four-year period commencing on September 30, 2016, and ending on September 29, 2020, for the Project About Building Connections (PABC) South Los Angeles System of Care (SOC) for children ages birth to five years with serious emotional disturbance in Service Area (SA) 6. The Year One award is \$1,000,000. Awards for subsequent years within the four-year grant period are subject

to availability of federal funds, and satisfactory progress of the program.

2. Authorize DMH to fill one full-time equivalent (FTE) ordinance position, pursuant to Section 6.06.020 of the County Code and subject to allocation by the Chief Executive Office (CEO). The position will be funded through the federal SAMHSA grant award.

3. Approve and authorize the Director, or his designee, to prepare, sign, and execute a sole source amendment, substantially similar to Attachment II, to the existing Department of Mental Health (DMH) Legal Entity (LE) Agreement with Children's Institute, Inc. (CII), for Fiscal Year (FY) 2016-17, effective upon your Board's approval. The FY 2016-17 Year One amendment will increase the Maximum Contract Amount (MCA) for this LE Agreement by \$201,134, funded by SAMHSA, for a revised MCA of \$24,886,201. Amendments to add funds in subsequent fiscal years will be contingent upon additional awards from SAMHSA for the remainder of the grant period and satisfactory progress of the project.

4. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the LE Agreement in Recommendation 3 provided that: 1) the County's total payments to this provider for FY 2016-17 will not exceed an increase of 25 percent from the Board approved MCA in Recommendation 3; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) sufficient funds are available for the program; 4) approval of County Counsel, or her designee, is obtained prior to any such amendment; 5) County and contract provider may, by written Amendment, reduce programs or services without reference to the 25 percent limitation and revise the applicable MCA; and 6) the Director, or his designee, notifies your Board and the CEO of agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This PABC South Los Angeles SOC grant is the third initiative awarded by SAMHSA to the partnership between DMH and CII. PABC projects were previously implemented in the small but densely-populated SA 4 (Central Los Angeles) then expanded into SA 8 (South Bay). Now, with the experience and community commitment behind this change effort, DMH is poised to implement the PABC SOC in SA 6, commonly known as South Los Angeles.

Board approval of Recommendation 1 will allow DMH to accept a federal SAMHSA grant award totaling \$4,000,000 over a four-year period to implement the PABC South Los Angeles SOC.

Board approval of Recommendation 2 will allow DMH to fill one FTE ordinance position at the level of Management Analyst. This position is for the administration, fiscal monitoring, and reporting required by the SAMHSA grant.

Board approval of Recommendations 3 and 4 will allow DMH to amend a LE Agreement with CII for the PABC South Los Angeles SOC program beginning in FY 2016-17 and the subsequent three years of the grant. CII, which currently offers direct children's mental health services, will partner with DMH as the lead agency on the PABC South Los Angeles SOC project. Through this award, CII will now provide care coordination and parent-partner services, project leadership, training coordination, cross-systems collaboration management, clinical guidance, and social marketing coordination.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal I, Make Investments That Transform Lives, specifically, Strategies I.1 Increase Our Focus on Prevention Initiatives; and Strategy I.2 Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

The requested actions will allow DMH to accept a federal SAMHSA grant of up to \$4,000,000 over a term of four years. The in-kind match will be provided by First 5 LA, Mental Health Services Act Prevention and Early Intervention, and 2011 Realignment funds. The total combined grant award and in-kind match over the four-year period is \$5,750,000.

For FY 2016-17, \$201,134 will be provided to CII to provide mental health coordination, consultation, and training services. DMH is also requesting authority to fill one ordinance position to provide administration, fiscal monitoring, and reporting required by the SAMHSA grant. DMH estimates a cost of roughly \$25,500 for salary and employee benefits and associated services and supplies. Sufficient appropriation is available in DMH's FY 2016-17 Final Adopted Budget to support these costs.

Funding for subsequent fiscal years will be contingent upon additional awards from SAMHSA, satisfactory progress of the project, and will be requested through DMH's annual budget process.

There is no impact on net County cost for the requested actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 31, 2016, DMH was awarded a SAMHSA grant for PABC South Los Angeles SOC from the Department of Health and Human Services through a competitive application process. The Year One award is up to \$1,000,000 and is renewable for up to three additional years, subject to the availability funds and satisfactory progress of the project. The required Grant Management Statement is attached (Attachment III) for your reference.

This SAMHSA award is retroactive to September 30, 2016. Since the County receives SAMHSA funds from the federal government, a higher level of government, the grant award/contract is excluded from the retroactive contract policy noted in the Chief Administrative Office's memo to your Board dated September 7, 2000.

CII is located at 2121 W. Temple Street, Los Angeles, CA 90026, and is in Supervisorial District 2. Its mission is to help children in Los Angeles' most challenged communities to heal from the trauma of family and community violence, and build their confidence and skills, so that they can break through the barriers of poverty and grow up to lead healthy and productive lives.

CII has demonstrated expertise in mental health services for children birth to five years, and early childhood education services. In addition, as a member of the National Child Traumatic Stressed Network, the agency has extensive capability to provide an array of training on child trauma and secondary traumatic stress, making CII a strong partner for the expansion and sustainability of SOC in Los Angeles County. CII's existing First 5 LA's Home Visitation and Peer Support Program, its Early Childhood Education Centers, and its status as a Multidisciplinary Assessment Teams provider,

all directly support the proposed program.

SAMHSA previously approved CII to be the sole contractor with DMH to oversee the PABC South Los Angeles SOC program. Therefore, DMH intends to execute an amendment with CII, on a sole source basis, for the period of the grant to enable the contractor to establish a network of services for children who are severely and emotionally disturbed ages birth to five years, including the development of staff trained to deliver specialized interventions that are appropriate for very young children.

The amendment format (Attachment II) has been approved as to form by County Counsel. DMH program Management Analyst, whose salary and fringe benefits are provided under the grant, will monitor CII's adherence to the SAMHSA grant requirements and ensure that program requirements are met.

CONTRACTING PROCESS

In compliance with Board Policy 5.100, Sole Source Contracts, DMH notified your Board on January 11, 2017, (Attachment IV) of its intent to execute a sole source contract amendment with CII for the PABC South Los Angeles. In addition, attached is the required Sole Source Contract Checklist (Attachment V), identifying and justifying the need for a sole source contract amendment that has been approved by the CEO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of SAMHSA grant funds for the PABC South Los Angeles SOC will ensure that specifically integrated and comprehensive services will be provided to very young children who have severe emotional or behavioral problems and their families. The special early intervention focus of this program that is tailored to meet the needs of this very vulnerable population in South Los Angeles will greatly benefit the lives of these children and their families by providing effective case management, as well as greater access to and coordination of needed services.

Respectfully submitted,

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Jonathan E. Sherin, M.D., Ph.D. Director

JES:RK:TB:SLD:al m

Enclosures

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

Notice of Award

Issue Date: 08/31/2016

SOC Expansion and Sustainability Coop Iss Department of Health and Human Services Substance Abuse and Mental Health Services Administration

Center for Mental Health Services

Grant Number: 1H79SM063397-01 FAIN: SM063397 Program Director: William Arroyo

Project Title: PABC South Los Angeles SOC for Children 0-5 w/ serious emotional disturbance

Grantee Address	Business Address
LOS ANGELES CNTY DEPT OF MENTAL HEALTH	Robin Kay Acting Director
William Arroyo M.D.	LA County Department of Mental Health
Mental Health	550 S: Vermont Ave.
550 S. Vermont Ave. Los Angeles, CA 900201912	Los Angeles, CA 900201912

Budget Period: 09/30/2016 - 09/29/2017 Project Period: 09/30/2016 - 09/29/2020

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$1,000,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES CNTY DEPT OF MENTAL HEALTH in support of the above referenced project. This award is pursuant to the authority of Sections 561-565 of the PHS, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at <u>www.samhsa.gov</u> (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours, Roger George Grants Management Officer Division of Grants Management

See additional information below

SECTION I - AWARD DATA - 1H79SM063397-01

Award Calculation (U.S. Dollars)	
Salaries and Wages	\$76,432
Fringe Benefits	\$24,367
Personnel Costs (Subtotal)	\$100,799
Supplies	\$16,750
Consortium/Contractual Cost	\$804,536
Travel Costs	\$3,305
Direct Cost	\$925,390
Indirect Cost	\$74,610
Approved Budget	\$1,250,000
Federal Share	\$1,000,000
Non-Federal Share	\$250,000
Cumulative Prior Awards for this Budget Period	\$0

AMOUNT OF THIS ACTION (FEDERAL SHARE)

\$1,000,000

	SUMMARY TOTALS FOR ALL YEARS
YR	AMOUNT
1	\$1,000,000
.2	\$1,000,000
3	\$1,000,000
4	\$1,000,000

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:	
CFDA Number:	93.104
EIN:	1956000927C7
Document Number:	16SM63397A
Fiscal Year:	2016

IC	CÁN	Amount
SM	C96J558	\$1,000,000

IC	CAN	2016	<u>2017</u>	2018	2019
SM	C96J558	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>

SM Administrative Data: PCC: CMHI / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79SM063397-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-Page-2 800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General. Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79SM063397-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV - SM Special Terms and Conditions - 1H79SM063397-01

REMARKS:

As a reminder all SAMHSA official notifications will be electronically mailed to your organization's Business Official address as identified in the HHS Checklist, Part C.

1. This award reflects approval of the budget submitted on April 24, 2016, as part of the application.

2. By October 30, 2016, a copy of the recipient organization's federally negotiated Indirect Cost Rate Agreement must be submitted to both the Grants Management Specialist, and the SAMHSA Government Project Officer by email attachment only.

SPECIAL TERM OF AWARD:

DOMA

On June 26; 2013, in United States v. Windsor, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in the Cooperative Agreements for the Expansion and Sustainability of the Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED). This means that, as a recipient of SAMHSA funding in the Cooperative Agreements for the Expansion and Sustainability of the Comprehensive Community Mental Health Services for Children with SED, you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sexmarriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

Disparity Impact Statement (DIS):

By November 30, 2016, you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award. The disparity impact statement should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at http://www.samhsa.gov/grants/grants-management/disparity-impact-statement.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training and/or technical assistance activities. The disparity impact statement, in response to the Special Term of Award, consists of three components:

1. Proposed number of individuals to be served by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified subpopulations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:

a. Diverse cultural health beliefs and practices;

b. Preferred languages; and

c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

Page-4

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PROGRAMMATIC TERM OF AWARD:

Grantees must agree to participate in any required national evaluation being conducted to determine the effectiveness of grant operations. This will be in addition to the required National Outcomes Measures (NOMS) reporting. In anticipation of a National Evaluation, please be sure to have evaluation processes and staff hired and ready to be trained in the Child and Family measures by the National Evaluation team. Your site will be required to begin collecting NOMs and National Evaluation measures within two weeks of participating in mandatory training on each. Your site will also be required to participate in webinar training on the National Evaluation measures and to participate in technical assistance calls with your sites TA liaison. You may discuss your plan in advance with your government project officer.

You will be required to provide reports on your progress achieved, barriers encountered, and efforts to overcome these barriers in a performance assessment report to be submitted twice a year (the dates will be provided by your Government Project Officer). These reports will be reviewed by the Government Project Officer and National Evaluation team to determine progress and compliance with grant requirements.

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award: http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions (NEW or COOPERATIVE AGREEMENT)

Key staff (or key staff positions, if staff has not been selected) are listed below:

William Arroyo, PrincipleInvestigator@ 100% level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

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Submission of a Programmatic Semi-annual Report is due no later than the dates as follows:

1st Report - Included in the continuation grant application (as the progress report). (Recipients will receive due date notification of submission of continuation application)

2nd Report - October 30, 2017

Please submit your Programmatic Semi-annual Reports to DGMProgressReports@samhsa.hhs.gov and copy your Program Official.

Page-5

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(HARD COPIES SUBMISSION IS NOT REQUIRED)

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

Lisa Rubenstein, Program Official Phone: (240) 276-1927 Email: Lisa.Rubenstein@samhsa.hhs.gov Fax: (240) 276-1990

Gwendolyn Simpson, Grants Specialist Phone: 240-276-1408 Email: gwendolyn.simpson@samhsa.hhs.gov Fax: 240-276-1430

Page-6

CONTRACT NO.

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____, 2017, by and between the COUNTY OF LOS ANGELES (hereafter "County") and ______ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated

and as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2016-17 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, the Substance Abuse and Mental Health Services Administration (SAMHSA), awarded a grant to County for Project About Building Connections (PABC) South Los Angeles (LA) System of Care (SOC) in Service Area (SA) 6 from September 30, 2016 to September 29, 2017 to provide: 1) direct children's mental health, care coordination and parent-partner services; 2) project leadership; 3) training coordination; 4) cross-systems collaboration management; 5) clinical guidance; and 6) social marketing coordination.; and

WHEREAS, the goal of the PABC South LA expansion is to develop, implement, evaluate, and sustain an integrated SOC for families with severe and emotionally disturbed (SED) children, ages birth to five years; and

WHEREAS, for FY 2016-17 only, County and Contractor intend to amend the Agreement to <u>add</u> Project ABC South LA (SAMHSA, CFDA #93.104) Invoice funds; and

WHEREAS, for FY 2016-17 only, the Maximum Contract Amount (MCA) will increase.

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

- For FY 2016-17 only, Project ABC South LA (SAMHSA, CFDA #93.104) Invoice funds are <u>added</u> by \$_____.
- For FY 2016-17 only, the MCA is <u>increased</u> by <u>and the revised MCA</u> is <u>_____</u>.
- 3. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraph D (REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED) shall be deleted in its entirety and the following substituted therefor: (edit as necessary)

"D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED

(1) <u>Reimbursement For First Automatic Renewal Period</u>: The <u>MCA</u> 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. " OR

(2) <u>Reimbursement For Second Automatic Renewal Period</u>: The <u>MCA</u> 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." (choose whichever is applicable)

- 4. Financial Summary (Attachment III) ____ for FY 2016-17, shall be deleted in its entirety and replaced with Financial Summary (Attachment III) ___ for FY 2016-17 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary (Attachment III) ___ for FY 2016-17, shall be deemed amended to state "Financial Summary (Attachment III) ___ for FY 2016-17."
- 5. Attachment IV, Service Delivery Site Exhibit ___ FY 2016-17, shall be deleted in its entirety and replace with Attachment IV, Service Delivery Site Exhibit ___ for FY 2016-17 attached hereto and incorporated herein by reference. All references in Agreement to Attachment IV, Service Delivery Site Exhibit ___ for FY 2016-17, shall be deemed amended to state "Service Delivery Site exhibit ___ (DMH LEGAL ENTITY AGREEMENT, ATTACHMENT IV __)."
- 6. Attachment V, Service Exhibit ____ FY 2016-17, shall be deleted in its entirety and replace with Attachment V, Service Exhibit ____ for FY 2016-17 attached hereto and incorporated herein by reference. All references in Agreement to Attachment V, Service Exhibit ____ for FY2016-17, shall be deemed amended to state "Service Exhibit ____ (DMH LEGAL ENTITY AGREEMENT, ATTACHMENT V __)."
- 7. For FY 2016-17, SAMHSA Project ABC South Los Angeles Service Exhibit Number <u>1089</u> is added to this Agreement and incorporated herein.
 - 8. Contractor shall provide services in accordance with Contractor's FY <u>2016-17</u> Negotiation Package, and any amendments thereto, for this Agreement

and any addenda thereto approved in writing by the County's Director of Mental Health or his designee.

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

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

COUNTY OF LOS ANGELES

By_

Jonathan Sherin, M.D., Ph.D. 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, Contacts Development and Administration Division

ALM:FY 2016-17 - SRF #118 SAMHSA PABC SOUTH LA

SERVICE EXHIBIT ____

SAMHSA PROJECT ABC SOUTH LOS ANGELES

I. OVERVIEW

The Department of Mental Health (DMH) was awarded a four year Cooperative Agreement Award (hereafter grant) from the Substance Abuse and Mental Health Services Administration (SAMHSA) as part of the Child Mental Health Initiative referred to as Project About Building Connections (PABC) South Los Angeles. SAMHSA's cooperative agreements are funded to support an array of activities designed to provide a solid foundation for delivering and sustaining effective Systems Of Care (SOC) for children and youth with serious emotional disturbances and their families. The goals of Project ABC South Los Angeles include: expand community capacity to serve children and adolescents with serious emotional disturbances and their families; provide a broad array of accessible, clinically effective treatments and supports; serve as a catalyst for sustainable systemic change; create a care management team with an individualized service plan for each child; deliver culturally and linguistically competent services; and the full participation of families in service planning and in the development, evaluation and sustainability of local services and supports and overall system transformation activities.

DMH is the grantee in this SAMHSA funded project and contract with one Legal Entity Provider, Children's Institute, Inc. (CII), hereafter referred to as the Contract Provider. The Contract Provider, works with DMH through Project ABC South Los Angeles to develop the SOC. DMH has developed this service exhibit to establish the requirements for reimbursement of Project ABC South Los Angeles related expenses for the Contract Provider which is allowable under the terms and conditions of the SAMHSA grant. The Contract Provider must comply with all terms and conditions of the federal grant award, as well as the Federal administrative requirements outlined in 45 CFR Part 75.

II. PROGRAM ELEMENTS AND SERVICES

Infrastructure Development

The Contract Provider shall develop a Governance Board who will ensure more effective coordination of system resources and policies through strategic planning, formal partnerships, service implementation, blended funding, policy initiatives, and ongoing evaluation. The Governing Board will include parent/caregiver/family members, child advocates, representatives from County departments, cities, school districts and early education programs, among others.

System and Inter-agency Level Coordination

The Contract Provider shall establish working relationships with County and community based agencies in Service Area 6 which provide services responsive to all the needs of

the child being served; including developmental services, early care and education, child protection and welfare, family supports, health and mental health. The Contract Provider shall link and coordinate services for the Project ABC South Los Angeles children and families with this broad array of human service agencies to create an integrated system. The Contract Provider shall actively participate in the existing Service Area 6 Birth-to-Five Collaborative, which meets at least monthly.

Workforce Development and Training

The Contract Provider is expected to develop a training and technical assistance plan to support Project ABC South Los Angeles implementation and to expand early childhood mental health expertise within the Service Area. The initial training focus is on DMH, DCFS and Project ABC South Los Angeles Contract Provider staff, but will expand to include other mental health providers, early childhood education centers, human service agencies, and community based agencies in Service Area 6, and throughout the County over the course of the project. In addition, Project ABC South Los Angeles will offer system-specific early childhood mental health training to DCFS, the Dependency Court, the Regional Center, pediatric health care providers, and local early care and education programs. Trainers will include senior staff from DMH and the Contract Providers. CII shall provide training on evidence-based or promising treatments. Additionally, the Contract Provider shall organize a national conference during the final year to provide a forum for early childhood systems of care in Los Angeles, the State and nationally.

Social Marketing

The Contract Provider shall retain a Social Marketing Director who will facilitate the Social Marketing Committee, lead the development and implementation of the social marketing plan, and represent Project ABC South Los Angeles at Social Marketing activities. The Key Family Contact and/or Parent Advocates of the Contract Provider, and key members of the Governance Board will be integrally involved in the development of the social marketing plan and will ensure that outreach strategies are culturally appropriate, sensitive to the apprehensions of families grappling with serious emotional disturbance in young children in their care, and accessible to families with limited literacy skills.

The Contract Provider shall develop marketing materials and give presentations at a wide variety of public and professional forums, develop newspaper articles, participate in radio and television spots, and participate in County health fairs and other community events. In addition, the Social Marketing Coordinator shall monitor public policy developments on the local, state and federal level and closely coordinate efforts with the national communications campaign.

The Contract Provider shall participate in the development of an annual Children's Mental Health Awareness Day in May and contribute their respective staff to engage children and their families in activities relevant to raising public awareness. This day of activities shall be closely coordinated with SAMHSA, which sponsors a national awareness day.

Cultural and Linguistic Competence

The Contract Provider shall lead the Cultural and Linguistic Competency Committee to ensure that services to all cultural and ethnic populations will be linguistically appropriate, sensitive to cultural differences, in harmony with cultural values and able to build upon culture-specific strengths and resources. This Committee shall be responsible for leading the development of cultural competency training for all the staff of the Contract Provider, other Project ABC South Los Angeles staff, DMH and DCFS staff, and will provide leadership for implementation of the cultural competency plan that is updated annually. The Committee will also evaluate the cultural and linguistic competency of all materials, instruments, procedures and services, and will organize staff training on relevant cultural issues.

Family Organization and Development

The Contract Provider shall ensure that Parent Advocates are employed and participate in all facets of the project, including all committees will serve as advocates and coaches for participating families, and develop parent leadership groups. The Parent Advocates must reflect the ethnic and cultural diversity of the service population and has firsthand experience as a parent navigating the mental health, child welfare or developmental disabilities service systems on behalf of their children. One of these Key Family Contacts will be a youth engagement lead. The Key Family Contacts and Parent Advocates are responsible for the the development of a Parent Engagement Committee which reviews consumer satisfaction surveys, reviews grievances, assesses community needs, plans family events and connect with other community parent groups. The Parent Advocates will also be instrumental in deciding on treatment approaches, developing outreach materials, determining evaluation instruments and procedures and training staff. The Key Family Contact and/or Parent Advocates be responsible for organizing periodic family related activities for the benefit of those children and families served by the Contract Provider.

Clinical Operations

The Contract Provider shall ensure that all children enrolled annually receive comprehensive assessments, care management services, in-home services, access to a broad menu of evidence-based treatments and connection to a Parent Advocate. Contract Provider shall ensure that all families have access to 24-hour crisis intervention services.

The Operations Committee is made up of participating agencies, the Key Family Contact, and parent partners and is the center of this SOC model. The Clinical Leadership Team oversees the implementation of clinical aspects of the SOC and plays a key role in developing service components and is tasked with establishing interagency referral protocols, a fully coordinated approach to enrollment, confirming the evidencebased treatments to be employed, building the clinical network of service providers, developing case review procedures and determining staff training needs. During the four (4) years, the Clinical Leadership Committee will be responsible for quality improvement, case review, and troubleshooting coordination difficulties and other clinical challenges. Key service delivery objectives for four (4) years include: 1) recruiting and enrolling approximately 100 children and families per year; 2) developing service plans for participating children and families that draw from an array of culturally competent, strength-based services and supports, including at least eight evidencebased or promising treatment models; 3) improving cross-systems coordination so that families can more readily access the services they need; 4) ensuring that all service planning and delivery is family-driven with parents as full partners in all decisionmaking; 5) implementing an inter-agency case review and continuous quality improvement process to ensure adherence to system of care principles; 6) administering the required and locally determined evaluation measures to all participating families and utilizing findings to plan services and to make overall program modifications when needed; and 7) providing needed training, consultation and support to clinical staff. The Contract Provider will participate in the implementation of each element of the key service delivery objectives.

Federal Site Visits and Reviews:

The Contract Provider shall fully cooperate with all annual federal audits and reviews as required by SAMHSA regulations. In addition, the Contract Provider will fully cooperate with similar County reviews as determined by County agencies.

III. PERSONS TO BE SERVED

The target population for Project ABC South Los Angeles is children ages birth to five with a serious emotional disturbance and their families. Priority shall be given to children already involved with DCFS or at risk of such involvement. All children and families served must reside in Service Area 6 at the time of initial referral.

IV. STAFFING

The Contract Provider shall retain the Project Director, Care Coordinator and a percentage of the Clinical Director, Training Director, Social Marketing Director and a Parent Partner who will be active in establishing the Governance Board along with the Principal Investigator who is a Senior DMH employee. The Project Director shall manage the day-to-day operations of the project and oversee the development and implementation of the strategic plan which will be developed in collaboration with the Contract Provider, DMH and Department of Children and Family Services (DCFS). The strategic plan must have implementation benchmarks and, at a minimum, plans for technical assistance, social marketing, family organization development, and the development of cultural and linguistic competence.

The Contract Provider shall participate in each of the SAMHSA mandatory components including the Operations Committee, Social Marketing Committee, Clinical Leadership Committee, Parent Engagement Committee, Cultural and Linguistic Competence Committee, Training Committee and Research and Evaluation Committee. These components shall meet at least monthly in order to implement the plan for the activities of each component, as identified in the original application submitted to and approved

by SAMHSA. Each year each component will update their proposed activities and submit them for review and approval by SAMHSA.

V. PERFORMANCE BASED MEASURES

The Contract Provider shall comply with the data collection as specified in the SAMHSA grant and shall provide to DMH the following on a quarterly basis:

- Committee minutes and sign in sheets for every meeting held during the identified grant quarter
- Parent Partner involvement in identified committees and projects during the identified grant quarter
- List of children and their families assisted during the identified grant quarter
- List of trainings offered including sign in sheets during the identified grant quarter
- Minutes from Governance Board Meetings held during the identified grant quarter
- Peer to Peer Projects (summarized by project name, project focus and number of attendees) held during the identified grant quarter
- Social Marketing events (# of presentations, target populations and # reached) held during the identified grant quarter
- Identification of Policy and Practice change during the identified grant quarter and their impact on system
- Community Projects/Events participated during the identified grant quarter

Evaluation/Data Collection

The evaluation component of Project ABC South Los Angeles has been sub-contracted to the University of Southern California School of Social Work. They will be responsible for all aspects of the project evaluation, including transmitting data to the National Evaluation contractor, participate in site visits and national cross-site meetings. They will obtain human subjects' approval and ensure that the rights of human subjects are protected through training and monitoring activities. A local site process evaluation will supplement the National Evaluation and consists of: (1) an implementation or front-end evaluation in year one; (2) a formative evaluation in years two and three; and (3) a summative evaluation in year four. The Contract Provider shall participate in the Research and Evaluation Committee. Staff of the Contract Provider shall collect data from participating families and transmit the data to and shall cooperate with the USC evaluation research team.

VI. REIMBURSEMENT

1. Allowable Expenses

Reimbursement of allowable expenses is subject to the terms and conditions of the SAMHSA grant, which are incorporated herein by reference, and to the terms and conditions, included directly, or incorporated by reference on the Notice of Award, which are incorporated herein by reference. Examples of allowable and expected

expenditures include:

- 1. Salaries and Employee benefits for staff dedicated to program development, implementation, and evaluation;
- 2. Travel and training costs associated with program development, implementation, and evaluation (e.g., attendance at two national SAMHSA Early Childhood conferences);
- 3. General office supplies and educational supplies to support project development, implementation, and evaluation.
- 4. Contractual costs for trainings, El Centro del Pueblo Shields for Families and University of California
- 5. Other costs: include but are not limited to mileage, parking, postage and shipping
- 6. Indirect costs

2. Reimbursement Guidelines

DMH shall pay SAMHSA Project ABC funds based upon invoicing from Contract Provider to DMH for expenditures. Each payment shall be made upon approval of the designated DMH program representative who has reviewed and determined that the agency has satisfactorily performed all services and that any cost or expenditures are reasonable and appropriate.

3. Documentation Requirements for Reimbursement

The following supportive documentation shall be maintained on file in accordance with the Records and Audits paragraph of the Agreement:

- a. Original receipts to support payment of invoices. If an original receipt is not obtainable, a copy of the receipt or justification as to why the receipt was not obtained should be retained;
- b. Copies of signed checks issued; and
- c. Documentation of costs for recruitment or training of staff.
- d. Time sheets or other documentation of staff time.

4. Submission of Monthly Invoices

Contract Provider shall, <u>on the last day of each month</u>, complete an invoice, detailing the categories of expenses and the amount spent for that month. All claims for reimbursement of expenses are to be submitted by Contract Provider to DMH Provider Reimbursement Unit (PRU) <u>within thirty (30) days of the last day of the month in which the expenditure occurred</u>.

The Invoice(s) Claim Form (Attachment A) shall be submitted to:

County of Los Angeles – Department of Mental Health 550 S. Vermont Ave., 8th floor Los Angeles, CA 90020 ATTN: Provider Reimbursement Unit

5. DMH Review and Approval of Invoices

PRU will forward the invoices to the designated DMH Program Manager. The Program Manager will review the invoices and sign to affirm that expenditures are in compliance with the terms of this Agreement. Approved invoices will be forwarded to the DMH PRU for payment.

DMH shall process all completed requests for reimbursement on a monthly basis. The judgment of DMH as to the allowability of any expenditure shall be <u>final</u>.

6. Monthly Reconciliation Report

The amount of funds allocated for expenditures must have been approved by the Department prior to the expenditures. Monthly disbursement reports will be generated by the Accounting Division for the Contract Provider and program staff to ensure expenditures has not been exceeded. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contract Provider exceeds its allocation or violates the terms and conditions of this section or the Legal Entity Agreement or this SOW or the terms and conditions of the SAMHSA grant or Notice of Award.

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ATTACHMENT A



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

JONATHAN E. SHERIN, M.D., Ph.D., Director ROBIN KAY, Ph.D., Chief Deputy Director RODERICK SHANER, M.D., Medical Director



February 28, 2017

TO: Supervisor Mark Ridley-Thomas, Chairman Supervisor Hilda L. Solis Supervisor Sheila Kuehl Supervisor Janice Hahn Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D. Director

SUBJECT: GRANT MANAGEMENT STATEMENT FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION AWARD FOR PROJECT ABC SOUTH LOS ANGELES SYSTEM OF CARE FOR FEDERAL FISCAL YEAR 2016-17

Enclosed is the Grant Management Statement (Attachment III-A) for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Award for the Project About Building Connections (PABC) South Los Angeles System of Care (SOC) for Federal Fiscal Year 2016-17. The Initial Allocation amount is \$1,000,000. This award is renewable for three additional years and is subject to the availability of funds and satisfactory progress of the program.

The purpose of the SAMHSA PABC South Los Angeles SOC grant is to enable the contractor to establish a network of services for children ages birth to five years with serious emotional disturbance, including developing staff trained to deliver specialized interventions appropriate for very young children.

JES:RK:MM:SLD:alm

Enclosure

c: Executive Office, Board of Supervisors Chief Executive Office County Counsel Robin Kay, Ph.D. Deputy Directors Margo Morales Terri Boykins William Arroyo, M.D. Kimberly Nall Yolanda Whittington Sara Lee Dato Annette L. Mars

ATTACHMENT III - A Los Angeles County Chief Executive Office

Grant Management Statement for Grants \$100,000 or More

Department: Mental Health

Grant Project Title and Description: Substance Abuse and Mental Health Services Administration (SAMHSA) Department of Health and Human Services (DHHS) Grant - Project ABC South Los Angeles

The purpose of DHHS grants is to develop, implement, evaluate, and sustain an integrated system of care for families with severe and emotionally disturbed children, ages birth to five.

		Grant Acceptance Deadline
[] ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		Board notification of Grant
SAMHSA	SAMHSA Grant No. 1H79 SM063397-01	acceptance. Deadline not
		applicable.

Total Amount of Grant Funding: \$1,000,000 Federal Fiscal Year (FY) 2016-17

Department Head Signature:

Date: 2/28/2017

County Match: \$250,000 FY 2016-17

Grant Period: FY 2016-17

End Date: 06/30/2017 Begin Date: 09/30/2016 Number of Personnel Hired Under This Grant: Full Time: | FTE Part Time: N/A

Obligations Imposed on the County When the Grant Expire	S	
Will all personnel hired for this program be informed this is a grant-funded program?	Yes_X_	No
Will all personnel hired for this program be placed on temporary ("N") items?	Yes_X_	No
Is the County obligated to continue this program after the grant expires?	Yes	No X
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes	NoX
The Department will explore all sources of potential or new funding if there are no existing funds available.	Yes_X_	No <u> </u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes_X_	No
Impact of additional personnel on existing space:	-	
One FTE initially requested is housed at existing facility.		
Other requirements not mentioned above:		
AcA		



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

JONATHAN E. SHERIN, M.D., Ph.D., Director ROBIN KAY, Ph.D., Chief Deputy Director RODERICK SHANER, M.D., Medical Director



January 11, 2017

- TO: Supervisor Mark Ridley-Thomas, Chairman Supervisor Hilda L. Solis Supervisor Sheila Kuehl Supervisor Janice Hahn Supervisor Kathryn Barger
- FROM: Jonathan E. Sherin, M.D., Ph.D. Director
- SUBJECT: ADVANCE NOTIFICATION OF INTENT TO EXECUTE A SOLE SOURCE CONTRACT AMENDMENT WITH CHILDREN'S INSTITUTE, INC.

This memorandum is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, by notifying the Board of our need to initiate a sole source contract. It is the Los Angeles County Department of Mental Health's (DMH) intent to execute an amendment, on a sole source basis, with the existing Legal Entity (LE) contractor, Children's Institute, Inc. (CII), to support Project About Building Connections (PABC), an early childhood System of Care (SOC) that provides comprehensive, family-driven, culturally-competent mental health services to young children, ages birth to five, and their families residing in South Los Angeles Service Area (SA) 6.

On August 31, 2016, DMH was awarded funding from the Department of Health and Human Services-Substance Abuse and Mental Health Services Administration (SAMHSA) grant to support the PABC South Los Angeles SOC for children, age birth to five, with serious emotional disturbances. The grant award period runs from September 30, 2016, through September 29, 2020, with an annual amount of \$1,000,000.

It is DMH's intent to partner with CII, the lead agency on the PABC project. CII will be providing the following services: direct children's mental health, care coordination and parent-partner services; project leadership; training coordination; cross-systems collaboration management; clinical guidance; and social marketing coordination. Each Supervisor January 11, 2017 Page 2

CII is one of the foremost 501(c)(3) children's service agencies in Los Angeles (LA) County and much of its work has been made possible by SAMHSA funding, awarded to CII in 2001, 2004, 2008, and 2012 as a National Child Traumatic Stress Network (NCTSN) Category III Community Treatment and Services Center (CTSC). As a result of its extensive history working with SAMHSA, CII approached DMH to apply for SAMHSA grant funding in support of programs throughout LA County.

As a CTSC, CII's Leadership Center is charged with implementing and evaluating effective, evidence-based treatments and services in community settings and youthserving systems, in collaboration with other NCTSN centers, on behavioral health issues, service approaches, and policy and training. CII's provision of First 5 LA's Home Visitation and Peer Support Program, its Early Childhood Education Centers, and its status as a Multidisciplinary Assessment Teams (MAT) provider all directly support the proposed program.

The core of CII's work is aimed at addressing the effects of childhood trauma. With a deep understanding of trauma, the nature of CII's work is to ensure that the needs of vulnerable children are addressed on multiple levels through a comprehensive range of services, interwoven to support families. In addition to CII's experience providing mental health and child welfare service for some of LA County's most vulnerable children, the agency is also distinguished by its Leadership Center, which informs the child welfare, mental health, education, court, and probation systems about the effects of childhood trauma through professional trainings that improve both CII's and the community's workforce.

Of critical importance to the expansion and sustainability of the PABC project in Service Area (SA) 6 will be the ability to collaborate with agencies and professionals that serve children ages birth to five years. In SA 6, CII collaborates on projects and participates in cross referrals with and linkages to approximately 120 agencies, spanning the fields of early education and child care, mental health, recreation, medical and dental services, poverty assistance, substance abuse treatment, parenting classes, legal services, employment services, emergency housing, food, domestic violence, and homeless services.

Amending the existing DMH LE agreement with CII, on a sole source basis, not only meets the objectives of the SAMHSA grant but will also align with the LA County Blue Ribbon Commission on Child Protection's recommendations.

Each Supervisor January 11, 2017 Page 3

Unless otherwise instructed by a Board office within four (4) weeks, DMH will proceed, as intended, pending a Board letter approval to accept the SAMHSA grant. DMH will collaborate closely with both the Office of the County Counsel and the Chief Executive Office in preparing the contract amendment.

If you have any questions, please contact me at (213) 738-4601, or your staff may contact Margo Morales, Administrative Deputy, at (213) 738-2891.

JES:TB:YW:alm

c: Executive Office, Board of Supervisors Chief Executive Office Emily Issa, County Counsel Robin Kay, Ph.D. Margo Morales Deputy Directors (DMH) William Arroyo, M.D. Yolanda Whittington, L.C.S.W. Kalene Gilbert, L.C.S.W.

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	Identify applicable justification and provide documentation for each checked item.
	Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "Exclusive control of supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
	Compliance with applicable statutory and/or regulatory provisions.
	Compliance with State and/or federal programmatic requirements.
	Services provided by other public or County-related entities.
	Services are needed to address an emergent or related time-sensitive need.
	The service provider(s) is required under the provisions of a grant or regulatory requirement.
✓	CII has been heavily involved in the application for, and establishment of, previous similar SAMHSA grants, and will continue to utilize and transfer knowledge from their previous experience. Building upon their previous familiarity, experience, and leadership with these grant services, CII approached and worked with DMH staff to jointly develop this grant. Accordingly, the grant application specified CII as the contract provider partner, and CII was approved by SAMHSA to be the sole contractor with DMH to oversee the Project About Building Connections - South Los Angeles project.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
,	Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	It is more cost effective to obtain services by exercising an option under an existing contract.
	It is in the best economic interest of the County (e.g., significant costs to replace existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.
	uMEA- 3-14-17
	Representative, tive Office Date
iei Execu	