



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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MARVIN J. SOUTHARD, D.S.W.
 Director
 ROBIN KAY, Ph.D.,
 Chief Deputy Director
 RODERICK SHANER, M.D.
 Medical Director

May 12, 2015

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

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

30 May 12, 2015

Patrick Ozawa
 PATRICK OZAWA
 ACTING EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL TO EXTEND THE TERM OF A
 SOLE SOURCE TRANSITIONAL HOUSING
 PROGRAM AGREEMENT WITH A COMMUNITY OF FRIENDS
 FOR FISCAL YEAR 2015-16
 (ALL SUPERVISORIAL DISTRICTS)
 (3 VOTES)**

SUBJECT

Request approval to extend the term of a Sole Source Transitional Housing Program Agreement with A Community of Friends to provide continuous and uninterrupted transitional housing and supportive services to Seriously Emotionally Disturbed and Severely and Persistently Mentally Ill young adults.

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 with A Community of Friends (ACOF), substantially similar to Attachment I (Amendment) to extend the Transitional Housing Program (THP) Agreement No. MH190113. The Amendment will be effective July 1, 2015, through June 30, 2016. The Total Compensation Amount (TCA) for the 12-month extension is \$136,000 and is funded by an Intrafund Transfer (IFT) from the Department of Children and Family Services (DCFS) for the Chafee Independent Living Program (Chafee ILP) to the Department of Mental Health (DMH).
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the THP Agreement, provided that: 1) the County's total payments to the contractor under this Agreement for Fiscal Year (FY) 2015-16 will not exceed an increase of 10 percent from the Board approved TCA; 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 his designee, is obtained prior to any such amendments; 5) County and Contractor may, by written Amendment, mutually agree to reduce programs and/or services without reference to the 10 percent limitation and revise the applicable TCA; and 6) the Director notifies your Board and Interim Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the term extension will prevent interruption of transitional housing and supportive services at its 20-bed Step-Out THP. The extension will allow the high-risk young adults to continue to reside in the program while receiving the appropriate mental health services and supports to assist with their permanent housing plans. Upon the expiration of this extension, the Los Angeles Homeless Services Authority (LAHSA) will issue a solicitation to identify qualified contractors for THP during FY 2015-16.

This is a collaborative effort among ACOF, DCFS, the Probation Department, and DMH to provide housing and supportive services to Seriously Emotionally Disturbed (SED) and Severely and Persistently Mentally Ill (SPMI) young adults, ages 18 to 21, who have been in foster care in either the Dependency or the Delinquency system and have subsequently emancipated and had their court jurisdiction terminated. The primary goal of the Step-Out THP is to assist these high-risk young adults in obtaining and remaining in secure housing, increasing their independent living skills and income levels, and achieving greater independence through self-sufficiency.

DCFS Chafee ILP will fund 40 percent of the program. ACOF has secured the remaining 60 percent funding from the United States Department of Housing and Urban Development (HUD) Supportive Housing Program (SHP). In addition, ACOF contributes a portion of its corporate funding annually to cover the costs of client needs ineligible for SHP and DCFS Chafee ILP funding. The SHP funding is awarded on a yearly basis, and since the program's inception, ACOF has successfully renewed this funding.

The justification for the sole source agreement with ACOF is based on the agency's unique ability to secure HUD SHP funding for the Step-Out THP project and to continue operations without disruption. The various funding sources leveraged by ACOF to operate the Step-Out THP are interdependent and, therefore, any changes in funding availability would have an immediate impact on the viability of the program. Additionally, because the funding availability cycles of governmental and non-governmental entities vary widely, it is likely that a significant disruption in continuity of care and housing for the Step-Out THP young adult residents would occur if the contract is not renewed.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total cost of this Agreement is \$136,000 funded by an Intrafund Transfer from DCFS. Funding for this Agreement is included in DMH's FY 2015-16 Recommended Budget.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 4, 2013, your Board approved to renew a Sole Source THP Agreement with ACOF. ACOF was approved by DCFS, Probation Department, and DMH to deliver the THP-ILP program services.

The attached amendment format has been approved as to form by County Counsel. DMH clinical and administrative staff will continue to administer the Agreement, evaluate programs to ensure that quality services are provided to clients, and ensure that the Agreement provisions and Departmental policies are followed.

The required Sole Source Checklist (Attachment II) justifying the need for a Sole Source THP Agreement with ACOF has been approved by CEO and is included for your reference.

CONTRACTING PROCESS

Currently, DMH has a contractual relationship with ACOF for the THP Agreement. Extending the current contract will allow DCFS to continue to provide transitional housing for the SED and SPMI young adults without interruption.

In FY 2015-16 the LAHSA will take over the responsibility from DCFS for coordinating the oversight and funding for the THP. LAHSA will also plan and develop an appropriate solicitation document for the THP for future fiscal years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The extension of the THP Agreement will authorize the continued provision of housing and supportive services to SED and SPMI young adults.

The Honorable Board of Supervisors

5/12/2015

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mg Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:DM:RK:TB:gt

Enclosures

- c: Acting Executive Officer, Board of Supervisors
- Interim Chief Executive Officer
- County Counsel
- Chairperson, Mental Health Commission
- Director, Department of Children and Family Services
- Chief Probation Officer, Probation Department
- Executive Director, Los Angeles Homeless Services Authority

CONTRACT NO. MH190113

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this __ day of _____, 2015, by and between the COUNTY OF LOS ANGELES (hereafter "County") and A Community of Friends (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 4, 2013, identified as County Agreement No. MH190113, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year (FY) 2015-16, County and Contractor intend to amend Agreement to **extend** the term of this Agreement, beginning July 1, 2015 through June 30, 2016, to continue to provide transitional housing and supportive services at its 20-bed Step-Out Transitional Housing Program to avoid disruption in services; and

WHEREAS, for FY 2015-16, the Total Compensation Amount (TCA) for the 12 month period shall be **\$136,000**.

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

1. For FY 2015-16, the term of the Agreement is extended for a period of 12 months, beginning July 1, 2015 through June 30, 2016, to continue to provide

transitional housing and supportive services at its 20-bed Step-Out Transitional Housing Program to avoid disruption in services.

2. Paragraph 5.0 COMPENSATION, Subparagraph A and B shall be deleted in their entirety and replace by:

5.0 COMPENSATION:

A. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily complete all work specified in Exhibit A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid for all operational expenses in accordance with the Payment Schedule established in Exhibit B-3. Operational expenses include, but are not limited to: utilities, insurance, property management, property maintenance, food, personal and incidental items, and household goods, such as bed linens, towels, kitchen supplies, etc.

B. Total compensation for all services furnished hereunder shall not exceed the sum of **ONE HUNDRED THIRTY-SIX THOUSAND** DOLLARS (**\$136,000**) for Fiscal Year 2015–16.

3. The Exhibit B-2 (Payment Schedule) shall be deleted in its entirety and replaced with Exhibit B-3, attached hereto and incorporated herein by reference.
4. 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

A Community of Friends
CONTRACTOR

By _____

Name Dora Leong Gallo

Title Chief Executive Officer
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EXHIBIT A
STATEMENT OF WORK
A COMMUNITY OF FRIENDS: STEP-OUT PROJECT
TRANSITIONAL HOUSING PROGRAM
FISCAL YEAR 2015-16

1. **Overview**

Step-Out, a Transitional Housing Program (THP), is a collaborative effort between A Community of Friends (ACOF) and the Los Angeles County Departments of Children and Family Services (DCFS), Probation, and Mental Health (DMH), to provide housing and supportive services to seriously emotionally disturbed (SED) young adults, ages 18-21, who are exiting DCFS or Probation foster care and are at risk of becoming homeless. The primary goal of the THP is to assist these high-risk young adults in obtaining and remaining in secure housing, increasing their living skills and income levels, achieving greater independence through self-sufficiency, and readiness for permanent housing upon completion of the THP. Notwithstanding special circumstances, the maximum stay in the program is 18 months or the date of the young adult's 21st birthday, whichever comes first.

2. **Location**

The 20-bed Step-Out THP is operated by ACOF, located at 2010 E. El Segundo Boulevard, Compton, CA 90222.

3. **Scope of Work**

Deliverable 1: Apartment Units

1. ACOF will make available 11 two-bedroom furnished units to house 20 program participants.
2. One of the units will house a full-time resident manager.

Deliverable 2: Population Served

1. ACOF will ensure that client eligibility requirements are met. Specifically, eligible clients are young adults referred by DCFS and Probation who have a Diagnostic and Statistical Manual of Mental Disorders IV Text Revision (DSM IV-TR) Axis I and/or Axis II diagnosis evidencing impairment in the ability to function in at least one of the following domains: school, work community, family life, and interpersonal relationships.

Deliverable 3: Supportive Services

1. ACOF will ensure access to the following services either directly or in collaboration with other community-based organizations:
 - Mental Health Services
 - Co-Occurring Substance Abuse treatment services
 - Basic Living Skills (e.g. money management, household budgeting, mobility training, self-care, house-keeping, etc.)
 - Vocational training and job placement
 - Educational guidance
 - Social and recreational activities

Deliverable 4: Performance Criteria

ACOF shall demonstrate effective delivery and monitoring of housing services and supports indicated in Deliverables 1-3 above, by ensuring the following Performance Criteria are met:

PERFORMANCE BASED MEASURE	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Agency will ensure that all clients are supported to successfully complete the THP; e.g. decrease the premature discharge rate and increase graduation rate.	Agency maintains log of admissions and discharges; and indicates the reason for all discharges. Information reported to DMH, DCFS, and Probation Monthly. Agency reports all pre-mature and unplanned discharges to DMH, DCFS, and Probation monthly.	Agency will achieve a 70% program successful completion rate and youth will be able to live independently without assistance upon program completion.
2. Agency will ensure that residents have access to mental health services and supports provided directly and/or through collaboration with other agencies.	Agency maintains log describing services and supports accessed, received/available, type of services and supports, and provider of services. Agency submits monthly report to DMH.	Agency ensures access to services and supports to 100% of SED/SPMI residents who seek them; including services for treatment of Co-Occurring Substance Abuse.
3. Agency will ensure that residents have access to educational support consistent with their level of need.	Agency maintains log describing educational services and supports offered and accessed provider information, and the outcome of these services and supports. Agency submits monthly report to DMH, DCFS, and Probation.	90% of residents without a HS diploma or GED will receive a comprehensive educational assessment within three months of admission. 60% of residents who are assessed will enroll in an appropriate educational institution within six months of admission and earn a GED or vocational certification prior to completing the program.
4. Agency will ensure that residents have access to vocational skills training.	Agency maintains log describing vocational services and support offered and accessed; and the outcome of these services. Agency submits monthly report to DMH, DCFS, and Probation.	50% of residents will find employment, enroll in a vocational/job training program, or secure other means of financial support (i.e., SSI) within six months of admission.
5. Agency will ensure that residents have access to independent living skills training.	Agency maintains log describing independent living resource skills training offered and accessed; and the outcomes of any skills training received. Agency submits monthly report to DMH, DCFS, and Probation.	80% of residents will successfully complete the life skills training prior to completion of Program; and demonstrate competency in life skill domain areas.
6. Agency will ensure that residents are provided services and supports that aid in transitioning into permanent housing.	Agency maintains log describing services and supports provided to residents in support of transition into permanent housing. Agency submits monthly report to DMH, DCFS, and Probation.	75% of residents will transition into permanent housing upon completion of program. At least 80% of young adults transitioning into permanent housing will remain in this housing by the end of the six month follow-up period.

Deliverable 5: Monthly and Annual Statistical Reports

The ACOF manager will submit monthly census reports to DMH, DCFS and Probation similar to attached form "TAY Housing Census Report" and "Aftercare Report" by the 10th of the following month. (See Exhibit A-1, and A-2)

Additionally, the "Referral Report" will be sent weekly with the current information from the previous week. (See Exhibit A-3)

Additionally, the ACOF Program Manager will submit an annual report (for the duration of the ILP funding), known as the Independent Living Program Annual Statistical Report, to DMH and DCFS which will address program outcome per County fiscal year. The report will be due not later than 30 days after the close of each County fiscal year.

4. Emergency Medical Treatment

Clients who are provided services 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 as well as the cost of any emergency medical care shall not be a charge to nor reimbursable under this Agreement. Contractor shall establish, post, and maintain written procedures in each apartment unit as well as in a visible common area at the THP site describing appropriate action to be taken in the event of a medical emergency. Contractor shall notify the DMH District Chief for Transition Age Youth or his/her designee by telephone and in writing within 72-hours concerning the circumstances and status of any client under this Agreement receiving emergency medical treatment. Contractor shall post and maintain a disaster and mass casualty plan of action in accordance with the California Code of Regulations (CCR), Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's Contracts Development and Administration Division at least ten days prior to the commencement of services under this Agreement.

5. Notification of Death

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

EXHIBIT B-3
PAYMENT SCHEDULE

DEPARTMENT OF CHILDRENS AND FAMILY SERVICES
INDEPENDENT LIVING PROGRAM
FOR TRANSITION AGE YOUTH

A COMMUNITY OF FRIENDS STEP-OUT PROJECT

A Community of Friends (ACOF) Step-Out Transitional Housing Program (THP) is a collaborative effort among Department of Children and Family Services (DCFS), Department of Mental Health (DMH), Probation Department, and ACOF Step-out to provide housing and support services for young adults with Seriously Emotionally Disturbance (SED) and/or Severe and Persistent Mental Illness (SPMI) in either the Dependency or the Delinquency system and have subsequently emancipated and had their court jurisdiction terminated.

1. Purpose of the Program

ACOF provides residential and supportive services that prepare the participants accepted into the program to live independently in the community, and thereby lessen the likelihood of becoming homeless.

The program will assist the young adults to realize three milestones for independence:

- Obtaining and remaining in permanent housing
- Increase their skills and income level to achieve economic self-sufficiency through employment
- Greater self-determination, including personal decision making and behavioral skills that will enable the young adult to avoid future homelessness

2. Funding Sources for Fiscal Year (FY) 2015-16

- DCFS Chafee ILP Funds
- Total Contract Amount for FY 2015-16 \$136,000

3. Payment Schedule

DMH will administer and pay operational expenses for ACOF Step-Out (Exhibit B-3). These expenses will include, but NOT limited to, utilities, insurance, cost of food and personal and incidentals for residents, household goods, furnishings

and all other allowable costs in accordance with 45 CFR, Part 92, OMB Circular No. A-87 (cost principals for State, Local, and Indian Tribal Government).

DMH shall pay to Contractor an annual grand total not to exceed \$136,000 for each fiscal year.

Payment to Contractor shall be based on original invoices, submitted monthly in arrears by Contractor and within 30 days of the last day of service. Monthly invoices shall include details for operating costs. No payment shall be made for services delivered beyond those services and supports indicated in the program description without the prior approval of the DMH Transition Age Youth (TAY) Lead Manager. Designated DMH TAY Division staff will review the invoices and supporting documentation to ensure that services and supports rendered are in substantial compliance with the requirements described in the THP program description and Statement of Work (SOW).

4. Payment Procedures

Contractor shall submit monthly invoices for actual operating costs incurred. Contractor shall retain all relevant supporting documents and make them available to DMH at any time for monitoring or audit purposes.

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

5. Designated Contact Person

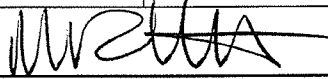
All questions, correspondence, and invoices should be directed to:

Terri Boykins, LCSW, DMH, Deputy Director
County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 4th Floor
Los Angeles, CA 90020
Telephone No.: (213) 738-2408

6. Terms of Agreement

The THP is funded through an Intra-Fund Transfer (IFT) of DCFS-Chafee ILP funds to DMH. The program will commence July 1, 2015 and continue through June 30, 2016. Ongoing funding for this program is contingent upon available funding from the DCFS as well as continued approval by DCFS of ACOF claims submitted by DMH on behalf of the Contractor.

A Community of Friends

<p>Check (✓)</p>	<p>JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i></p>
<p>✓</p>	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p> <p>The justification for the sole source agreement with A Community of Friends (ACOF) is based on the agency's unique ability to secure U.S. Department of Housing and Urban Development (HUD)-Supportive Housing Program (SHP) funding for the Step-Out Transitional Housing Program (THP). The various funding sources leveraged by ACOF to operate the Step-Out THP are interdependent and, therefore, any changes in funding availability would have an immediate impact on the viability of the program</p> <p>The Department of Children and Family Services (DCFS) provides federal Chaffee Independent Living Program funding to cover 40 percent of the program and ACOF secured the remaining 60 percent cost of the program by renewing grant funding from the HUD – SHP to support the (THP).</p> <p>In Fiscal Year 2015-16, the Los Angeles Homeless Services Authority (LAHSA) will take over the responsibility from DCFS for coordinating oversight and funding for the THP. LAHSA will develop an appropriate solicitation document for transitional housing for future fiscal years.</p>
	<p>➤ Quick action is required (emergency situation).</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ 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.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p>
	<p>➤ Other reason. Please explain:</p>
<p> _____ Manager, CEO</p>	<p><u>4/27/15</u> Date</p>