



DEPARTMENT OF MENTAL HEALTH
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LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Rimmi Hundal, M.A.
Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 13, 2025

34 May 13, 2025

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

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXTEND THE EXISTING CONTRACT WITH TRI-CITY MENTAL HEALTH
AUTHORITY ON A SOLE SOURCE BASIS FOR THE PROVISION OF SPECIALTY MENTAL
HEALTH SERVICES IN THE CITIES OF POMONA, CLAREMONT, AND LA VERNE
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

Request approval to extend the existing Contract with Tri-City Mental Health Authority (Tri-City) for the Provision of Specialty Mental Health Services in the cities of Pomona, Claremont, and La Verne through June 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment, substantially similar to Attachment I, on a sole source basis, to the existing Contract with Tri-City to extend the term of the contract through June 30, 2026, and provide an option to extend thereafter for one additional fiscal year. There is no maximum contract amount associated with this Contract as the Department of Mental Health (DMH) reimburses Tri-City for eligible Short-Doyle Medi-Cal (SD/MC) services provided using Federal Financial Participation (FFP) and Early Periodic Screening, Diagnosis, and Treatment (EPSDT) passthrough funds received from the State on behalf of Tri-City.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Contract in Recommendation 1 to revise the boilerplate language; add, delete, modify, or replace the Statement of Work (SOW); revise and/or replace Exhibit A (Financial Provisions); and/or reflect federal, State, and County regulatory and/or policy changes provided that amendments are subject to the prior review and approval as to form by County Counsel, with written notice to the

Board and Chief Executive Officer (CEO).

3. Delegate authority to the Director, or designee, to terminate the Contract described in Recommendation 1 in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will extend the Contract through June 30, 2026, with an option to extend, to ensure continuous outpatient specialty mental health services for residents in the cities of Pomona, Claremont, and La Verne. The extension of the Contract is necessary as there are pending changes at the State regarding the Behavioral Health Services Act implementation that will need to be incorporated into the Contract. As such, this will allow for continued and uninterrupted provision of services until the final changes have been received from the State.

Board approval of Recommendation 2 will allow DMH to amend the Contract to revise the boilerplate language; add, delete, modify, or replace the SOW; revise and/or replace the financial provisions; and add/or reflect regulatory/policy changes.

Board approval of Recommendation 3 will allow DMH to terminate the existing Contract in accordance with the Contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's North Star 1, Make Investments that Transform Lives via Focus Area Goal A, Healthy Individuals and Families; and North Star 3, Realize Tomorrow's Government Today via Focus Area Goal G, Internal Controls and Processes.

FISCAL IMPACT/FINANCING

For the extension of the Contract, the County will reimburse Tri-City for eligible SD/MC services provided, as a passthrough, contingent upon the receipt of FFP and EPSDT funds received from the State. The estimated amount for FY 2025-26 is \$20,418,590 and is included in DMH's budget.

Funding for future fiscal years will be requested through DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1960, Tri-City was established through a Joint Powers Agreement to deliver mental health services to residents of Pomona, Claremont, and La Verne. As such, Tri-City is the Mental Health Authority for these cities; however, DMH is the Local Mental Health Plan for the provision of Medi-Cal Specialty Mental Health Services to the residents of Los Angeles County. Therefore, Tri-City must contract with DMH in order to receive payment for the specialty mental health services provided to its residents.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH notified

The Honorable Board of Supervisors

5/13/2025

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your board on April 3, 2025 (Attachment II) of its intent to extend the contract term with Tri-City through June 30, 2026, with an option to extend thereafter for one additional fiscal year through June 30, 2027. DMH considers this request approved, as no objections were received from the Board. The required Sole Source Checklist (Attachment III), identifying and justifying the need for a sole source amendment, has been approved by the CEO.

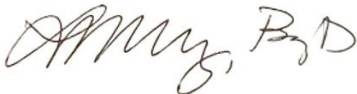
Attachment I has been approved as to form by County Counsel.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and conditions and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow for the continuation of mental health services to the residents of the Tri-City area without interruption.

Respectfully submitted,



LISA H. WONG, Psy.D.

Director

LHW:RH:KN:SK:FJM:atm

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel

CONTRACT NO. MH122130

AMENDMENT NO. XX

THIS AMENDMENT is made and entered into this ___ day of _____, 2025, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Tri-City Mental Health Authority (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Department of Mental Health Legal Entity Contract," dated July 1, 2020, and further identified as County Contract No. MH122130, and any amendments thereto (hereafter collectively "Contract"); and

WHEREAS, on Board Letter approval date, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute an amendment to the Contract to extend the term of the Contract, add/delete/revise language, and make certain designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

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

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract, and consistent with the professional standard of care for these services.

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. This amendment is effective July 1, 2025.
3. Paragraph 4.1 of the Contract (TERM) will be revised to add subparagraph (4.1.5) to the Contract as follows:

“4.1.5 Extension Periods:

- (5) First Extension Period: The First Extension Period will commence on July 1, 2025, and will continue in full force and effect through June 30, 2026.

4.1.5.1 Optional Extension Period: This Contract may be extended for one additional period:

- (6) Optional Extension Period: The optional extension period if exercised will commence on July 1, 2026, and will continue in full force and effect through June 30, 2027.

4. Attachment A – 8 (Attestation Regarding Information Security Requirements) is deleted in its entirety and replaced with Exhibit U (Attestation Regarding Information Security Requirements), attached hereto and incorporated herein by reference, is added to the Contract.
5. Exhibit N – 5A (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) shall be deleted in its entirety from the Contract.

6. Exhibit Q - 9 (Information Security and Privacy Requirements for Contracts), shall be deleted from the Contract.
7. Exhibit R – 5A (Contractor’s Compliance with Information Security Requirements) shall be deleted from the Contract.
8. Exhibit S – (Agreement for Acceptable Use and Confidentiality of County Information Assets) shall be deleted from the Contract.
9. Exhibit T – 5A (Confidentiality Oath) shall be deleted from the Contract.
10. Exhibit W – 5A (Electronic Data Transmission Trading Partner Agreement (TPA) shall be deleted from the Contract.
11. Paragraph 10.0 (Survival) is added to the Contract as follows:

“10.0 In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions/Headings
Paragraph 3.0	Work
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification

Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.50	Validity
Paragraph 8.51	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.2	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 10.0	Survival"

6. Except as provided in this amendment, all other terms and conditions of the Contract 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 the amendment to be subscribed by County's Director of Mental Health, or designee, and Contractor has caused the 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 _____
LISA H. WONG, Psy.D.
Director
County of Los Angeles
Department of Mental Health

Tri-City Mental Health Authority

CONTRACTOR

By _____
Name Onston Placide
Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Rachel Kleinberg
Senior Deputy County Counsel



DEPARTMENT OF MENTAL HEALTH

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LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Rimmi Hundal, M.A.
Chief Deputy Director

April 3, 2025

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn

FROM: Lisa H. Wong, Psy.D.
Director

SUBJECT: **NOTICE OF INTENT TO EXTEND THE EXISTING CONTRACT WITH TRI-CITY MENTAL HEALTH AUTHORITY ON A SOLE SOURCE BASIS FOR THE CONTINUED PROVISION OF SPECIALTY MENTAL HEALTH SERVICES IN THE CITIES OF POMONA, CLAREMONT, AND LA VERNE**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our intent to extend the existing contract with Tri-City Mental Health Authority (Tri-City) for the continued provision of specialty mental health services in the cities of Pomona, Claremont, and La Verne.

DMH will request that your Board approve an amendment to extend the term of the contract on a sole source basis, from July 1, 2025, through June 30, 2026, with an option to extend thereafter for one additional fiscal year. There is no maximum contract amount associated with this contract as DMH reimburses Tri-City for eligible Short-Doyle Medi-Cal services provided using Federal Financial Participation and Early Periodic Screening, Diagnosis, and Treatment funds received from the State on behalf of Tri-City.

JUSTIFICATION

In 1960, Tri-City was established through a Joint Powers Agreement to deliver mental health services to residents of Pomona, Claremont, and La Verne. As such, Tri-City is the Mental Health Authority for these cities; however, DMH is the Local Mental Health Plan for the provision of Medi-Cal Specialty Mental Health Services to the residents of

Each Supervisor
April 3, 2025
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Los Angeles County. Therefore, Tri-City must contract with DMH in order to receive payment for the specialty mental health services provided to its residents.

As the Mental Health Authority delivering mental health services for the residents of La Verne, Pomona, and Claremont, Tri-City is the only bona fide source for these services. Their existing contract is set to expire on June 30, 2025. The extension is necessary to provide continuous, uninterrupted specialty mental health services to Medi-Cal beneficiaries who are residents of the Tri-City area.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100, DMH is required to notify your Board at least six months prior to the expiration of an existing contract to amend the contract when departments do not have delegated authority to execute such amendment. DMH is late in submitting this notification due to an inadvertent oversight in requesting the extension sooner. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter in May for approval to amend the existing Sole Source Contract with Tri-City.

If you have any questions, or require additional information, please contact me by email at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

LHW:RH:KN
SK:FJM:atm

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel

SOLE SOURCE CHECKLIST

Department Name: Mental Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

Tri-City Mental Health Authority
July 1, 2020

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input checked="" type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time 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.

Erika Bonilla
Chief Executive Office

4/4/25
Date