COUNTY OF LOS ANGELES

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

CORA E. FULLMORE, L.C.S.W.
Interim Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

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DEPARTMENT OF MENTAL HEALTH

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550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax No.: (213) 386-1297

June 19, 2003

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

Dear Supervisors:

APPROVAL OF AMENDMENT TO MENTAL HEALTH SERVICES LEGAL ENTITY AGREEMENT WITH TRAVELERS AID SOCIETY OF LOS ANGELES FOR FISCAL YEARS 2003-2004, 2004-2005 AND 2005-2006 (SUPERVISORIAL DISTRICT 1) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health to prepare, sign and execute Amendment No. 1 (substantially similar to Attachment I) to the Agreement with Travelers Aid Society of Los Angeles (TASLA) to maximize outreach services. The Amendment adds $63,680 to the Maximum Contract Amount making the revised Maximum Contract Amount $124,648 each for Fiscal Years (FY) 2003-2004, 2004-2005 and 2005-2006. This Agreement is funded in the FY 2003-2004 Proposed Budget with Realignment funds. The term of the Agreement will be effective July 1, 2003 with two automatic one-year renewal periods.

2. Delegate authority to the Director of Mental Health to prepare, sign and execute future amendments to the DMH Legal Entity Agreement provided that: 1) the County's total payments to contractor under this Agreement for each fiscal year shall not exceed a change of twenty percent from the applicable revised Maximum Contract Amount; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer or his designee is obtained prior to any such Amendment; and 5) the Director of Mental Health shall notify

the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATON OF RECOMMENDED ACTIONS

Board approval is required to initiate this increase in the Maximum Contract Amount to TASLA to continue to provide outreach services at the current FY 2002-2003 service level. TASLA provides outreach services at the TASLA Teen Canteen to mentally ill homeless and at risk youth and also at the PATH Regional Homeless Center where TASLA is co-located with several other providers who provide a wide array of services to the homeless population.

Implementation of Strategic Plan Goals:

The recommended Board actions are consistent with the County's Fifth Goal – "Children and Families Well-Being", within the County Strategic Plan. Approved services are provided through the collaborative efforts of government agencies and community–based organizations.

FISCAL IMPACT/FINANCING

There is no net County cost. Funding to add $63,680 in Realignment funds is included in DMH's FY 2003-2004 Proposed Budget. The revised Maximum Contract Amount will be $124,648. This will enable TASLA to maintain services at the existing level. For FY 2004-2005 and FY 2005-2006, funding will be requested during each of the respective budget processes.

This DMH Legal Entity Agreement permits the County to reduce the Maximum Contract Amount or terminate the Agreement if, as a result of the adoption of the County Budget, funding in the Agreement is reduced.

FACTS AND LEGAL REQUIREMENTS

TASLA is a non-profit, private, social service agency whose mission is to provide assistance and support through counseling, education, and other services to individuals and families in crisis due to mobility, homelessness, or other disruptive circumstances.

TASLA provides services for the adult homeless population from Downtown, Hollywood, Westlake, Echo Park, and Wilshire Center at the TASLA Teen Canteen and at the PATH Regional Homeless Center. The centers are centrally located and in close proximity to the missions, shelters, and bus stops. Activities include intake, screening, crisis intervention, referrals, transportation to medical and psychiatric clinics and/or hospitals and support services. Clients may be given immediate food, medical

attention, mental health assessment, other services as needed, and may be linked with ongoing advocacy and treatment services.

This action has been approved by County Counsel and has been reviewed by the Chief Administrative Office and DMH's Fiscal and Program staff.

CONTRACTING PROCESS

DMH has an existing Agreement with TASLA to provide services to the adult homeless population and homeless youth (ages 12-24), who are living on the streets. This Agreement will be renewed on July 1, 2003.

IMPACT ON CURRENT SERVICES

Board action will ensure that uninterrupted services are available to the adult homeless population in Service Area 4 and to DCFS graduates and emancipated youths.

CONCLUSION

The Department of Mental Health will need one (1) copy of the Board's action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Mental Health's Contract Development and Administration Division at (213) 738-4684, when the document is available.

Respectfully submitted,

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:RK:CK:0V

Attachment

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

Attachment I

CONTRACT NO._____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____, 2003, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____, (hereafter "Agreement"); and

WHEREAS, for Fiscal Years 2003-2004, 2004-2005 and 2005-2006, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Years 2003-2004, 2004-2005 and 2005-2006, County and Contractor intend to amend Agreement to add Realignment funds in the amount of $_____ to the Maximum Contract Amount to maximize outreach services.

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

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is

Automatically Renewed) shall be deleted in their entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____DOLLARS ($_____) and shall consist of County, State, and/or Federal (excluding Medicare Partial Hospitalization services) funds as shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period.

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____DOLLARS ($_____) and shall consist of County, State, and/or Federal (excluding Medicare Partial Hospitalization services) funds as shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary. This

Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period.

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____DOLLARS ($_____) and shall consist of County, State, and/or Federal (excluding Medicare Partial Hospitalization services) funds as shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period."

2. Financial Summary for FY 2003-2004, shall be deleted in its entirety and replaced with Financial Summary –1 for FY 2003-2004, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY 2003-2004, shall be deemed amended to state Financial Summary - 1 for FY 2003-2004.

3. Financial Summary for FY 2004-2005, shall be deleted in its entirety and replaced with Financial Summary -1 for FY 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY 2004-2005, shall be deemed amended to state Financial Summary -1 for FY 2004-2005.

4. Financial Summary for FY 2005-2006, shall be deleted in its entirety and replaced with Financial Summary –1 for FY 20052006 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY 2005-2006, shall be deemed amended to state Financial Summary -1for FY 2005-2006.

5. Contractor shall provide services in accordance with Contractor's Fiscal Year 2003-2004 Negotiation Package for this Agreement and any addenda thereto approved in writing by director.

6. 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 Agreement to be subscribed by County's Director of Mental Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Principal Deputy County Counsel

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and Administration Division

Amend 1 TASLA 7-18-03