COUNTY OF LOS ANGELES

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

Reply To: (213) 738-4601
Fax: (213) 386-1297

October 14, 2008

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

Dear Supervisors:

APPROVAL OF AMENDMENT TO STATE CONTRACT
WITH
THE STATE OF CALIFORNIA-DEPARTMENT OF MENTAL HEALTH
FOR FISCAL YEAR 2008-09
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Accept and approve Amendment No. 1 to the State Contract for Kirsten Deichert, Legislative and Public Information Officer, to continue services at the State of California-Department of Mental Health from October 21, 2008, through June 30, 2009.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept and approve Amendment No. 1 (Attachment) from the State of California-Department of Mental Health (State) to Contract No. 06-76191-000, with the County of Los Angeles-Department of Mental Health (DMH), for continuation of services provided by Ms. Deichert. This Amendment will be effective upon Board approval through June 30, 2009. The cost of the Contract is $90,474 and will be fully reimbursed by the State.

2. Instruct the Director of Mental Health, or his designee, to sign two copies of the Amendment and forward them to the State.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The requested actions will extend the term of the Contract to enable Ms. Deichert to continue assisting the State in responding to the increased external communications related to the Mental Health Services Act (MHSA) (Proposition 63).

This action is necessary to extend the October 20, 2008, expiration of the County contract with the State regarding Ms. Deichert's work with the State. Due to the delays in passing the Fiscal Year (FY) 2008-09 State Budget, as well as the July 31, 2008, Executive Order (S 09-08) suspending certain contracts including the contract that covers Ms. Deichert's position, the State will not be able to hire Ms. Deichert as an employee by October 20, 2008, as stated in the current contract. DMH is requesting this action to ensure that Ms. Deichert will continue to use her expertise to assist with the State as well as the County.

In addition to her assistance to the State, Ms. Deichert will continue to deliver her unique perspective and experience obtained through her work with the County to the State's planning and implementation of the MHSA. Given that the County is the largest and most diverse county in California, representation by Ms. Deichert helps to ensure that the County's unique needs are better understood and represented at the State level. Increasing the State's understanding of the County's perspective will help better align State requirements with the County's priorities.

Implementation of Strategic Plan Goals

The recommended Board actions support Goal 7, "Health and Mental Health" of the County Strategic Plan. Board approval will extend the terms of the Contract between the State and DMH and allow Ms. Deichert to continue her services to the State.

FISCAL IMPACT/FINANCING

There is no net County cost.

The State will reimburse DMH for Ms. Deichert's services up to $90,474 for the cost of the Contract from October 21, 2008, through June 30, 2009.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed actions have been reviewed and approved by County Counsel and the Chief Executive Office (CEO).

On October 3, 2006, the Board approved a State contract for Ms. Deichert's services for the period of October 20, 2006, through October 20, 2008, at which time it was expected Ms. Deichert would become a State employee at the end of the contract period. However, the State has indicated that due to the delay in adoption of the FY 2008-09 State Budget and the absence of any existing suitable examinations, they will not be able to hire Ms. Deichert as an employee by October 20, 2008. Board approval of this Amendment will allow the State the time necessary to hire Ms. Deichert as a permanent State employee.

Furthermore, with the July 31, 2008, suspension of certain contracts, including the contract that covers Ms. Deichert's position, DMH has not been compensated for Ms. Deichert's salary subsequent to the Executive Order for the months of August and may not be compensated for September. During the period of State contract suspension, Ms. Deichert has discontinued her work for the State, and as a County employee, Ms. Deichert has performed work assigned to her by DMH that has been accomplished through a telecommuting arrangement consistent with County DMH policies regarding alternative work schedules. DMH will continue this work arrangement until the contract is reinstated or amended.

Limiting the term of the Contract to the remainder of this fiscal year should avoid this situation for the County in the future should there be another year in which a State budget is not passed by July 1.

Should the State not hire Ms. Deichert by June 30, 2009, DMH will give Ms. Deichert an opportunity to continue her employment with the County with job duties applicable to her position, and based in the County area.

IMPACT ON CURRENT SERVICES

Approval of the recommended action will have no impact on current services since it is an extension of contract terms.

CONCLUSION

The Department of Mental Health needs one copy of the adopted Board actions. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Mental Health, Contracts Development and Administration Division, at (213) 738-4684 when this document is available.

Respectfully submitted,

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

MJS:KW:RK:KM:mi

Attachment

c: Chief Executive Officer
County Counsel
Auditor-Controller
Director of Personnel
Chairperson, Mental Health Commission

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

ATTACHMENT

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
06-76191-000	01
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Department of Mental Health
   CONTRACTOR'S NAME
   Los Angeles County Department of Mental Health
2. The term of this Agreement is October 20, 2006 or upon DGS approval through June 30, 2009
3. The maximum amount of this Agreement after this amendment is: $312,469.00 Three hundred twelve thousand, four hundred sixty-nine dollars and zero cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment 1 is to extend the term and amend Exhibit B, Budget Detail to add a total of $90,474.00 to FY 2008/09.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Los Angeles County Department of Mental Health		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Marvin J. Southard, D.S.W., Director of Mental Health, County of LA		
ADDRESS 550 South Vermont Avenue Los Angeles, CA 90020		
STATE OF CALIFORNIA		
AGENCY NAME Department of Mental Health		
BY *(Authorized Signature)* Stanley A. Bajorin	DATE SIGNED *(Do not type)* 10.1.08	
PRINTED NAME AND TITLE OF PERSON SIGNING Stanley A. Bajorin, Deputy Director of Administrative Services		[ ] Exempt per:
ADDRESS 1600 9th Street Sacramento, CA 95814		

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.

   C. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

   D. For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum 10% of the gross payment withheld pending satisfactory final completion of the entire Contract.

2. Instructions to Contractor

   A. To expedite the processing of invoices submitted to the Department of Mental Health (DMH) for payment, all invoice(s) will be submitted to:

      Department of Mental Health
      Attention: Accounting Office
      1600 Ninth Street, Room 440
      Sacramento, CA 95814

   B. Invoices shall be submitted as one original and three copies.

   C. The following items are required on all invoices:

      1. On pre-printed bill head with Contractor name, address and phone number
      2. DMH Contract Manager's name
      3. Services or Products provided should be properly itemized
      4. Dates of Services provided
      5. DMH Contract Number
      6. Invoice Date
      7. Invoice Total
      8. Attachments: If travel expenses are authorized in the contract, the Contractor shall provide documentation as described in section 7, "Travel Reimbursement".
      9. Authorizing Signature

3. Budget Contingency Clause

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. Budget

Charges/rates shall be computed in accordance with the following budget on page 2 of Exhibit B. The cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without DMH approval so long as the total amount budgeted for the FY is not exceeded.

5. Budget Disclaimer

If this Contract overlaps State fiscal years, should funds not be appropriated by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract or reduce funding and make appropriate line item changes upon providing reasonable notice thereof.

If this Contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract.

In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Contract in any manner.

6. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

DMH will reimburse Contractor for Contractor's employee salary and benefits via this agreement. Reimbursement of salary and benefits is based on current (actual) salary/benefits Contractor's employee could receive as County employee.

A contract amendment shall be required if funds are added from the original contract.

7. Travel Reimbursement

Since the Contractor is not a State employee, travel reimbursement rates will be calculated in accordance with the Department of Personnel Administration (DPA) Rules 599.619, 599.631 and 599.722 for non-represented employees. Travel must be pre-approved by the Contract Manager. The contractor will be reimbursed for actual expenses up to the maximum prescribed in the aforementioned DPA rules. In most cases, a receipt is needed to verify the cost of such expenses. The contractor must retain copies of all Travel Expense Claim (TEC) forms and receipts for at least three years from the final payment of this contract in case of an audit. The time an individual leaves his/her office or residence and returns to his/her office or residence will be used in calculating per diem allowances. TECs must contain these times in order to be processed for payment. For an overview of DPA's travel reimbursement program go to http://www.dpa.ca.gov/jobinfo/statetravel.shtm.

BUDGET DETAIL

Budget Category	Fiscal Year 2006/07	Fiscal Year 2007/08	Fiscal Year 2008/09
Personal Services			
Salary	$61,113	$83,495	$86,244
Benefits @ 32.7%	19,984	27,303	27,730
Travel	900	1,200	4,500
TOTALS	$81,997	$111,998	$118,474
GRAND TOTAL CONTRACT AMOUNT			$ 312,469

Numbers rounded up to the nearest whole dollar