COUNTY OF LOS ANGELES

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Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

June 16, 2009

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:

CALIFORNIA INSTITUTE FOR MENTAL HEALTH FUNDING AGREEMENT TO SUPPORT AND PARTICIPATE IN A STATEWIDE CULTURAL COMPETENCY PROJECT ON MENTAL HEALTH AND SPIRITUALITY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval of a funding agreement between the California Institute for Mental Health and the Department of Mental Health to include Los Angeles County in the California Mental Health and Spirituality Initiative Project, providing consultation to the Department on enhancing support for mental health clients and families, eliminating stigma, reaching unserved and under-served populations and reducing ethnic disparities in care.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Funding Agreement (Agreement), substantially similar to the Attachment, by and between the Department of Mental Health (DMH) and the California Institute for Mental Health (CIMH) in the amount of $28,000, fully funded by Mental Health Services Act (MHSA) funds under the Community Services and Supports (CSS) Plan to allow DMH to participate in CIMH's California Mental Health and Spirituality Initiative Project (Project). The term is for two years, effective upon Board approval

2. Authorize the Chief Deputy Director of Mental Health, or her designee, to prepare, sign, and execute the Agreement with CIMH.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of these actions will allow DMH to participate in the CIMH Project and thus allow DMH to improve collaboration with faith communities to more effectively eliminate stigma, reach unserved and under-served populations and reduce ethnic disparities in care.

The Project components include 1) a comprehensive examination and analysis of current practices in California counties, 2) development of an annotated, web-accessible database with a focus on published literature on mental health and spirituality, 3) planning assistance and recording of two regional conferences on mental health and spirituality, 4) a briefing paper on legal and regulatory issues related to mental health and spirituality for public mental health authorities, 5) development of a template for conducting community dialogues on mental health and spirituality, and 6) development of tools and curricula. These activities and the resultant resources that will be available will enhance DMH's ability to effectively support the choice of individuals and families to make spirituality a part of their mental health recovery. In addition, they will provide important guidelines and tools for collaborating with faith communities, especially those that work with unserved and under-served populations. It is expected that these endeavors will improve mental health outcomes for individuals and families and improve access to mental health care for unserved and under-served populations.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The $28,000 cost of the Agreement is fully funded by MHSA funds under the CSS Plan, Community Outreach and Engagement Component, and is included in DMH's 2008-09 Proposed Budget. There is no increase in net County cost.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

CIMH is a private consultant services agency specialized in technical mental health knowledge related to strategic, organizational and systems planning. With headquarters in Sacramento, CIMH was established in 1993 to promote excellence in mental health services through training, technical assistance, research and policy development, and to work collaboratively with all mental health system stakeholders.

Current CIMH Board members include local mental health directors who serve without compensation to further statewide mental health causes.

The MHSA CSS Plan for Los Angeles County, as approved by the State, includes an Outreach and Engagement component designed to increase involvement by and outreach to unserved, under-served and under-represented populations through a variety of approaches, including outreach through faith-based organizations.

CIMH has initiated the Project statewide to assist County mental health agencies to gain relevant knowledge about collaborating with the faith community to support clients in the recovery process, to reduce stigma regarding mental illness, improve penetration into under-served and unserved communities, and develop holistic practices to better serve clients in their recovery.

The Director of Mental Health currently serves on the Board of Directors of CIMH, but he is not compensated and does not benefit financially in any way from serving in that position. In addition, the Director did not participate in the approval process for this contract. County Counsel has advised that the conflict of interest laws therefore do not preclude the County from entering into an agreement with CIMH.

The proposed actions and Agreement have been reviewed by the Chief Executive Office. County Counsel has approved the attached Agreement as to form.

CONTRACTING PROCESS

As the proposed Agreement is intended to allow DMH to participate in the CIMH statewide project, no solicitation process was required or appropriate.

IMPACT ON CURRENT SERVICES

Entering into this Agreement with CIMH will allow DMH to enhance its efforts to reach unserved and under-served populations in Los Angeles County through collaboration with faith communities.

Respectfully submitted,

Robin Kay, Ph.D.

Robin Kay, Ph.D.
Chief Deputy Director of Mental Health

RK:RK:KM

Attachment (Funding Agreement)

c: Chief Executive Officer
Acting County Counsel
Auditor-Controller
Chairperson, Mental Health Commission
Executive Officer, Board of Supervisors

FUNDING AGREEMENT
REGARDING LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH'S PARTICIPATION IN STATEWIDE CULTURAL COMPETENCY PROJECT ON MENTAL HEALTH AND SPIRITUALITY

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the CALIFORNIA INSTITUTE FOR MENTAL HEALTH (hereafter "CIMH") and the COUNTY OF LOS ANGELES, on behalf of its Department of Mental Health (hereafter "COUNTY").

WHEREAS, the CIMH under its Center for Multicultural Diversity has launched the CALIFORNIA MENTAL HEALTH & SPIRITUALITY INITIATIVE PROJECT, hereinafter referred to as the "PROJECT," to lead the public mental health system in California to inquire about, embrace, and support the spiritual lives of the people it serves or desires to serve; and

WHEREAS, the COUNTY would benefit from the research conducted, the information resources, analytical reports, and training tools developed, and the consultation provided as part of the PROJECT as described in Exhibit A;

NOW, THEREFORE, CIMH and the COUNTY, for and in consideration of mutual benefits, promises, and agreements set forth herein, do agree as follows:

1. Subject to the terms and conditions of this AGREEMENT, the COUNTY shall pay CIMH a sum not to exceed $28,000.

2. In consideration of the payment, the CIMH shall provide the COUNTY with access to the research, information, analytical reports and training tools, and provide consultation to the COUNTY in the understanding, adaptation and adoption of practices intended to: 1) enhance support for persons in recovery by recognizing and supporting their spirituality, and 2) collaborate with faith communities to eliminate stigma, reach un-served and under-served populations and reduce ethnic disparities in care, as identified in Exhibit A.

3. This term of this Agreement will commence on the date first written above and shall terminate two years thereafter or upon receipt and acceptance by the County of the goods and services identified in Exhibit A, whichever is later.

4. Financial Records

   A. CIMH agrees to maintain satisfactory financial accounts, documents and records of the expenditure of COUNTY Funds and to make them available to the COUNTY for auditing at reasonable times. CIMH also agrees to retain such financial accounts, documents and records for five (5) years following termination of this Agreement.

B. CIMH agrees to use a generally accepted accounting system. CIMH also agrees to maintain, and make available for County inspection, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

C. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of the CIMH records for the purpose of verifying appropriateness and validity of expenditures of County Funds under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the COUNTY may request CIMH to repay COUNTY Funds, or if all COUNTY Funds have not yet been paid to CIMH, the COUNTY may, in its discretion, reduce its COUNTY Funds obligation by an amount equal to such expenditures.

CIMH, within thirty (30) days of notification from the COUNTY of its audit findings, may dispute the audit findings in writing to the COUNTY and provide the COUNTY with records and/or documentation to support the expenditure claims. The COUNTY shall review this documentation and make a final determination as to the validity of the expenditures.

5. Hold Harmless and Indemnification

A. CIMH shall indemnify, defend and hold the COUNTY, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement.

B. CIMH and the COUNTY agree that the liability of the COUNTY hereunder shall be limited to the payment of the COUNTY Funds pursuant to the terms and conditions of this Agreement. Any contracts entered into, or other obligations or liabilities incurred by CIMH in connection with this Agreement shall be the sole responsibility of CIMH and the COUNTY shall have no obligation or liability whatsoever thereunder or with respect thereto. This Agreement does not otherwise alter or amend any other agreements or obligations between the COUNTY and CIMH.

6. Notices and Approvals

All notices and approvals shall be directed to and made by the following representatives of the parties:

A. To the COUNTY: Department of Mental Health
Contracts Development and Administration
550 S. Vermont Avenue, 5th Floor, Room 500
Los Angeles, California 90020
Attn: Richard Kushi, Chief

B. To CIMH: California Institute for Mental Health (CIMH)
2125 19th Street, 2nd Floor
Sacramento, CA 95818
Attn: Sandra Goodwin, Ph.D., Executive Director

7. Nondiscrimination

CIMH shall not discriminate against any person on the basis or race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the COUNTY Funds paid to CIMH pursuant to this Agreement.

8. Severability

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

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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 or his designee, and CIMH has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

CALIFORNIA INSTITUTE FOR
MENTAL HEALTH,
a body corporate and politic

By_____
Executive Director, California Institute for Mental Health

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH,
a body corporate and politic

By_____
Chief Deputy Director of Mental Health

APPROVED AS TO FORM:

ROBERT E. KALUNIAN.
Acting County Counsel

By_____
Deputy

Attachment

EXHIBIT A

In exchange for the Funding provided in this Agreement, the California Institute for Mental Health (CIMH) will provide the Department of Mental Health (Department) with access to and use of the research, information, products and services resulting from the Project. Such products and services include:

A. Survey of California counties on specific practices that involved the faith communities in support of recovery (Project Year One)

a. A county-by-county survey to be completed and results posted in the Annotated Resource Database. Content will be used to develop a training curricula including e-learning for counties in Project Year Two.
b. Summary of county-by-county data
c. Case studies
d. Identification of contact persons/liaisons from each County for networking

B. Annotated resource database of information related to mental health and spirituality (Project Year One)

a. An annotated resource database that is a dynamic online tool to which users can contribute content (similar to a "wiki"). The annotated resource database will be operational in Project Year One and its maintenance will be ongoing. Content will be used to develop a training curricula including e-learning for counties in Project Year Two.

C. Consultation and recording services for a regional conference on Mental Health & Spirituality in Los Angeles County

a. Access to a project manager for advice on planning and executing the conference;
b. Access to a statewide planning meeting;
c. Assistance with engaging other local mental health authorities in Southern California in planning and sending participants to the conference; and
d. Video recording of workshops and speeches for use as content in a training curricula including e-learning for counties to be developed in Project Year Two.

D. Briefing on related legal & regulatory issues for public mental health authorities in California (Project Year Two)

a. A white paper by legal experts that provides guidance on compliance with mandates and related legal issues that are of relevance to the public

mental health system with respect to supporting mental health clients and families in their choice to include spirituality in their recovery process.

E. Community dialogues (Project Year Two)

a. A template for conducting a community dialogue on mental health and spirituality. Components of the template will include suggested format and process for conducting a Community Dialogue on Mental Health & Spirituality; downloadable & customizable marketing flyers, suggested ground rules and group process, downloadable & customizable handouts, forms for recording major findings of the forum, evaluation forms for participants to complete.
b. A report on findings from community dialogues conducted around the state. The results of community dialogues conducted around the state will be aggregated and then posted in the Annotated Resource Database and used as content for training curricula including e-learning.

F. Development of tools and curricula (Project Year Two)

The majority of the training curricula developed in Project Year Two will be packaged as e-learning courses, available 24/7 online through CIMH, and providing CEUs for mental health professionals. The Project will also produce on-site training "modules" (2-hour, 4-hour, and 8-hour formats) — with learning objectives, PowerPoint slides, audio-visual clips, facilitator manuals and participant manuals — that could be added readily to the training course offerings of local behavioral healthcare agencies. These courses will include material gained from Survey of Counties, State-wide Conferences, Annotated Resource Database, Community Dialogues, and White Paper on legal issues/mandates.

The specific products that will be provided are:

a. Four e-learning courses
b. On-site training modules for use by County behavioral healthcare agencies (one each of a 2-hour, 4-hour, and 8-hour training module)