COUNTY OF LOS ANGELES

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Director

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Chief Deputy Director

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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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 JUNE 16, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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 TO EXTEND CONTRACT TERM OF CONSULTANT SERVICES AGREEMENTS WITH CALIFORNIA INSTITUTE FOR MENTAL HEALTH AND MENTAL HEALTH AMERICA OF LOS ANGELES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to extend for 12 months consultant services agreements with California Institute for Mental Health and Mental Health America of Los Angeles for training, consultation services, technical assistance, and housing support services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director, or his designee, to prepare, sign, and execute an amendment substantially similar to the Attachment, to extend the Consultant Services Agreement No. MH050013 with California Institute for Mental Health (CIMH) and Consultant Services Agreement No. MH050015 with Mental Health America of Los Angeles (MHALA) for one additional fiscal year to Fiscal Year (FY) 2009-10. The Total Compensation Amount in FY 2009-10 for the CIMH Agreement will be $565,700, fully funded with Mental Health Services Act (MHSA), Sales Tax Realignment, and Intrafund Transfers from the Department of Public Social Services (DPSS), the Department of Children and Family Services (DCFS), and the Probation Department. The TCA for the MHALA Agreement

FY 2009-10 will be $637,403, fully funded by MHSA funding. The Amendments will be effective July 1, 2009 through June 30, 2010.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to these Agreements, provided that: 1) the County's total payments to each contractor under the Agreement for each fiscal year will not exceed an increase of 20 percent from the applicable Board-approved maximum total compensation amount (TCA), 2) any increase will be used to provide additional services or to reflect program changes, 3) the Board of Supervisors has appropriated sufficient funds for all changes, 4) approval of County Counsel and the Chief Executive Office (CEO), or their designee, is obtained prior to any such Amendment, 5) the parties may, by written Amendment, mutually agree to reduce programs or services and revise the applicable contracted rate or TCA, without reference to the 20 percent limitation, 6) adjustments to the TCA reflect changes resulting from further State or Federal actions, and 7) the Director of Mental Health notifies your Board of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required to continue the provision of training, consultation services, technical assistance, housing support and other services without interruption beyond the end of the current term on June 30, 2009, while DMH completes an open solicitation process during FY 2009-10 for services to be provided after July 1, 2010. These services support and facilitate DMH and its providers in serving the mentally ill and their families residing in the County of Los Angeles.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 1, Operational Effectiveness, Goal 2, Children, Family and Adult Well-Being, and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The CIMH TCA of $565,700 will be funded by $285,850 in MHSA funds, $20,000 in Sales Tax Realignment, and Intrafund Transfers in the amounts of $150,000 from DPSS, $85,850 from DCFS, and $24,000 from the Probation Department. The MHALA TCA of $637,403 will be fully funded by MHSA funds. There is no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Extension of the Consultant Services Agreement with CIMH will assist DMH by continuing the consultation, training services and technical assistance provided to DMH staff and contracted service providers. Extension of the Consultant Services Agreement with MHALA will assist DMH by providing consultation services pertaining to MHSA System Transformation and their services as fiscal intermediary for the Countywide Client Activity Fund and Community Empowerment Fund. The extension of these agreements will allow the contractors to continue to provide services without interruption pending the completion of an open solicitation process for these services beginning on July 1, 2010.

The attached amendment format has been approved as to form by County Counsel. The CEO has reviewed the proposed actions. Clinical and administrative staff of DMH will continue to administer and supervise the agreements, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are followed.

CONTRACTING PROCESS

The two service providers have existing Agreements with DMH, which expire on June 30, 2009, and extensions are being requested because of the continuing need for their services. Time limitations prevented the Department from conducting a solicitation process before the end of the contract term on June 30, 2009. During FY 2009-10, a solicitation process will be conducted for services to be rendered beginning FY 2010-11.

IMPACT ON CURRENT SERVICES

Extension of these agreements will allow the existing contractors to provide uninterrupted training, consultation, technical assistance, and housing support services to DMH and other contractor staff during FY 2009-10.

Respectfully submitted,

Robin Kay for

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

MJS:RK:RK

Attachment

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

ATTACHMENT

CONTRACT NO. _____

AMENDMENT NO. ___

THIS AMENDMENT is made and entered into this ____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____(hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated _____, identified as County Agreement No._____, and any subsequent amendments (hereafter collectively "Agreement"); and

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

WHEREAS, for Fiscal Year 2009-10, County and Consultant intend to amend Agreement to **extend** the term of this Agreement for an additional 12 months, beginning July 1, 2009 through June 30, 2010 to continue providing the services described in Exhibit A -__ (Statement of Work) **(edit as necessary)**; and

WHEREAS, the Total Compensation Amount (TCA) for Fiscal Year 2009-10 will be $_____.

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

1. Paragraph 5.0 (COMPENSATION), subparagraphs 5.1 and 5.2 shall be deleted in their entirety and the following substituted therefor:

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A -__, **(edit as necessary)** Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B -__**(edit as necessary)**. Total compensation for all services furnished hereunder shall not exceed the sum of _____ DOLLARS ($_____) for Fiscal Year 2009-2010. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A -__. **(edit as necessary)** To request payment, Consultant shall present County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed _____ DOLLARS ($_____) for Fiscal Year 2009-2010. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
Program Support Bureau – Training Division
695 South Vermont Avenue, 15th floor
Los Angeles, California 90020
ATTN: _____

2. Exhibit A -___ (Statement of Work) **(edit as necessary)** shall be deleted in its entirety and replaced with Exhibit A -__ (Statement of Work) **(edit as necessary)**, attached hereto and incorporated herein by reference.

3. Exhibit B -___ (Fee Schedule) **(edit as necessary)** shall be deleted in its entirety and replaced with Exhibit B -___ (Fee Schedule) **(edit as necessary)**, 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, the day, month, and year first above written.

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 FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

ExtensionAmendment_2009-10