



**LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH**

JONATHAN E. SHERIN, M.D., Ph.D., Director
ROBIN KAY, Ph.D., Chief Deputy Director
RODERICK SHANER, M.D., Medical Director



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 June 20, 2017

LORI GLASGOW
EXECUTIVE OFFICER

June 20, 2017

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 THE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND THE STATEWIDE PREVENTION AND EARLY INTERVENTION SUSTAINABILITY PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of a Participation Agreement with the California Mental Health Services Authority, governed by a Joint Powers Agreement, to allow the Los Angeles County Department of Mental Health to leverage and expand the Mental Health Services Authority's work in developing, promoting, and disseminating the Mental Health Services Act Prevention and Early Intervention statewide approaches to Los Angeles County residents.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Chief Deputy Director of Mental Health (Chief Deputy Director), or her designee, to prepare, sign, and execute a Participation Agreement (Agreement), substantially similar to Attachment I, with the California Mental Health Services Authority (CalMHSA), for expanding and leveraging CalMHSA's Mental Health Services Act Prevention and Early Intervention (PEI) work to Los Angeles County residents in the areas of stigma and discrimination reduction, suicide prevention and infusion of mental health services on school campuses. The Agreement will be effective for three (3) years from July 1, 2017, through June 30, 2020. The Maximum Contract Amount (MCA) will be \$6,210,000 and will be fully funded by Mental Health Services Act (MHSA) funds.

2. Delegate authority to the Chief Deputy Director, or her designee, to sign future amendments or modifications to the CalMHSA Agreement, including amendments that increase the MCA provided

that: 1) the County's total payment does not exceed an increase of 10 percent from the applicable MCA which the Board is being asked to approve; 2) your Board has appropriated sufficient funds for all changes; 3) approval by County Counsel as to form is obtained prior to any such amendment; and 4) the Chief Deputy Director, or her designee, notifies your Board and the Chief Executive Officer of any such changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will enable the Department of Mental Health (DMH) to utilize CalMHSA's work in developing, promoting, and disseminating statewide approaches to diverse communities within Los Angeles County in the areas of stigma and discrimination reduction, suicide prevention, and infusion of mental health services within the primary and secondary schools, expansion of services available for Transition Age Youth (TAY), as well as establishing a stronger presence on college campuses.

In addition, this recommendation will allow DMH to develop a standardized approach to prevention program assessments to meet State PEI Regulations. Under this Agreement, DMH will be able to effectively describe, classify, and map programs to categories within the PEI Plan related to prevention, early intervention, outreach for increasing recognition of early signs of mental illness, stigma and discrimination reduction, suicide prevention, and access and linkage to treatment, and programs to improve timely access to services for unserved and underserved populations.

CalMHSA is a Joint Powers Authority (JPA) under Government Code Section 6500 et seq. of counties and cities with mental health programs and provides administrative and fiscal services in support of and addresses common interests in the administration of such programs. Los Angeles County is a member county of CalMHSA.

Approval of the second recommendation will allow the Chief Deputy Director, or her designee, to amend the Agreement to incorporate necessary changes and/or modify the MCA.

Implementation of Strategic Plan Goals

The recommended Board actions support the County's Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, Objective I.2.2. Streamline Access to Integrated Health Services.

FISCAL IMPACT/FINANCING

The Participation Agreement with CalMHSA is fully-funded by State MHPA revenue in the amount of \$2,070,000 for Fiscal Year (FY) 2017-18. Funding for this Agreement is included in the FY 2017-18 DMH Adopted Budget. Funding for future years will be requested through DMH's annual budget request process.

There is no net County cost associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CalMHSA was formed in July 2009 for the purpose of jointly developing and funding mental health

services and education programs on a statewide, regional, or local basis. CalMHSA provides a mechanism to facilitate the efficient use of resources for multiple counties by maximizing group purchasing power for products, jointly developing requests for proposals and establishing contracts with providers to accomplish mutual goals, reducing administrative overhead, centralizing compliance with reporting requirements, sharing research information and strategies, and negotiating cost-effective rates with various subcontractors Statewide.

Current CalMHSA county members are Butte, Calusa, Contra Costa, Fresno, Glenn, Imperial, Kern, Lake, Los Angeles, Madera, Marin, Modoc, Monterey, Orange, Placer, Riverside, Sacramento, San Bernardino, San Luis Obispo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter/Yuba, Trinity, Ventura, and Yolo.

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise of Powers Agreement in order to jointly exercise powers with other participating counties and cities, who are members of CalMHSA, for the purpose of jointly developing and funding mental health services and education programs on a statewide, regional, or local basis. The recommended actions would enable DMH to utilize CalMHSA to improve services to the mental health clients in youth and academic programs, specifically, high school and community and university college campuses.

The Agreement has been reviewed and approved as to form by County Counsel.

The Director currently serves on the Board of Directors of CalMHSA Joint Powers Agreement, 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 Agreement with CalMHSA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will enable DMH to improve its services in the areas of stigma and discrimination reduction, suicide prevention and infusion of mental health services and supports on school campuses and also help enhance these services to the TAY population in Los Angeles County.

The Honorable Board of Supervisors

6/20/2017

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Respectfully submitted,

Robin Kay, Ph.D.

ROBIN KAY, Ph.D.

Chief Deputy Director

RK:MM:AB:SLD:mi

Enclosures

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

Agreement No. _____

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Los Angeles County ("Participant") desires to participate in the Program identified below.

Name of Program: Statewide Prevention and Early Intervention Sustainability Program
Los Angeles County

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description and Funding
 Exhibit B General Terms and Conditions
 Exhibit C Special Terms and Conditions (optional)

*The maximum amount payable under this Agreement is **\$ 6,210,000**

3. The term of the Program is **July 1, 2017** through **June 30, 2020**.

4. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Wayne Clark, PhD.

Title: Executive Director Date: _____

Participant: Los Angeles County

Signed: _____ Name (Printed): Robin Kay, Ph.D.

Title: Chief Deputy Director Date: _____

PARTICIPATION AGREEMENT
Exhibit A – Program Description and Funding

- I. **Name of Program** – Prevention and Early Intervention Sustainability Program in Los Angeles County.

- II. **Term of Program** – This is a three (3) year contract, with the option for early termination or extension, as deemed appropriate, with prior written notice and the availability of funds.

Either party may withdraw from the Program upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

- III. **Program Objectives and Overview** – the Los Angeles County (County) Department of Mental Health (DMH) will utilize CalMHSA to expand their efforts in developing, promoting and disseminating statewide approaches to stigma and discrimination reduction, suicide prevention and infusion of mental health services and supports within the communities of Los Angeles County and on school campuses through the following social and online media programs:

- A. Directing Change:

The Directing Change Program is a stigma and discrimination reduction strategy aimed at older children and TAY. CalMHSA along with DMH will provide technical assistance to the Los Angeles Unified School District (LAUSD) and other school districts, on how to integrate the Directing Change program into their existing curriculum for the purpose of engaging students in developing public service announcements on mental health. Directing Change will also be promoted through existing higher education partners (community colleges, California universities, etc.) and Community Based Organizations (CBO)s.

- B. Suicide Prevention and Stigma Discrimination Reduction Program:

Cal MHSA will develop the cultural adaptation and customization of marketing assets and advertisements of the following programs; Know the Signs, Reconozca Las Senales, Each Mind Matters, SanaMente, Walk in Our Shoes, and Ponte En Mis Zapatos, through social and online media, and advertising campaigns to reach residents of Los Angeles County and promote local services through agencies such as Los Angeles Family/Wellness Resource Centers, TAY Drop-in Centers, Mobile Interdisciplinary Teams, Healthy Neighborhoods, and other community partners.

- C. Performance Outcomes:

Continue CalMHSA efforts, through their agreement with the RAND Corporation, to assist LACDMH with the development of Prevention and Early Intervention (PEI) monitoring and outcomes assessments. The goal is to establish a standard

approach to measuring and reporting key risk and protective factors that are intended targets of prevention programs implemented by LACDMH as part of their current three-year plan.

This collaborative effort between CalMHSA and DMH will include the following activities:

- Developing guidelines and tools to help classify PEI programs with respect to their goals and strategies. The purpose of this task is to help LACDMH arrive at a clear, specific and standardized approach to describing and classifying programs, and allowing mapping of programs to categories (Prevention Program, Early Intervention Program, Outreach for Increasing Recognition of Early Signs of Mental Illness Program, Stigma and Discrimination Reduction Program, Suicide Prevention Program, Access and Linkage to Treatment Program, or Program to Improve Timely Access to Services for Underserved Populations) as defined by State PEI Regulations. Facilitating selection of measures and development of evaluation strategies that are appropriate for each type of program, using tools developed as part of this task (e.g. logic models).
- Developing approach and reporting templates for utilizing population surveillance data to track County-level mental health needs and services received. The purpose of this task is to demonstrate ways that information collected at the program level can be combined with population-level data to provide information about the impact of PEI programs, such as extent to which counties are reaching their target populations with appropriate strategies.
- Developing resources for selecting, defining, and measuring risk and protective factors that PEI programs are intended to impact, and for developing evaluation approaches for different types of PEI programs. Many PEI programs are intended to reduce risk factors or increase protective factors that are known to mitigate the severity, prolonged suffering, or other negative consequences of mental illness. The purpose of this task is to assist counties in developing consistent measurement and evaluation strategies that are appropriate for different types of PEI program components.

IV. Funding – County DMH will provide funding in the amount of one million eight hundred thousand dollars (\$1,800,000) per fiscal year for three years, and a one-time administrative fee of \$810,000, which is 15% of total program funding, not to exceed a total funding amount of six million two hundred ten thousand dollars (\$6,210,000) to CalMHSA, in the implementation of the Prevention and Early Intervention (PEI) program: Statewide PEI Sustainability Program in the Los Angeles Region. CalMHSA will invoice Los Angeles County on July 1, 2017 for the full administrative amount of \$810,000, to be paid within 30 days of receiving invoice.

PARTICIPATION AGREEMENT
Exhibit B – General Terms and Conditions

I. Definitions

The following words as used throughout this Participation Agreement shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created to jointly develop and fund mental health services and education programs for its Member Counties and Partner Counties.
- B. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – Refers to a County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. Mental Health Services Act (MHSA) – Initially known as Proposition 63 in the November 2004 election, which added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Participant – County participating in the Program either as Member of CalMHSA or as Partner under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for Program.
 - 2. Management of funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
 - 4. Submission of plans, updates, and/or work plans for review and approval by Participant representative.
 - 5. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant: Los Angeles County
 - 1. Transfer of funds assessed for the Program, shall be made at the beginning of each fiscal year on July 1, 2017; July 1, 2018; and July 1, 2019, to CalMHSA.
 - 2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant.

3. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
4. Provide feedback on Program performance.
5. Compliance with applicable laws, regulations, guidelines, contractual agreements, JPAs and bylaws.

III. Duration and Term

- A. The term of the Program is for three (3) years.
- B. Either party may withdraw from the Program upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

IV. Withdrawal, Cancellation and Termination

- A. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed shall be distributed to Participant.
- B. In the event of early termination due to dissolution of CalMHSA, CalMHSA will refund prepaid administrative fees equal to 5% of the undisbursed funds.

V. Fiscal Provisions

- A. LA County will be obligated to pay no more than \$6,210,000 dollars under this Agreement.