



**LAC
DMH**

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
500 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



ROBIN KAY, PH.D.
Acting Director

DENNIS MURATA, M.S.W.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 17, 2016

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

31 May 17, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXTEND THE TERM OF TWO SERVICE AGREEMENTS FOR DROP-IN
CENTERS FOR TRANSITION AGE YOUTH SERVICES
FOR FISCAL YEAR 2016-17
(SUPERVISORIAL DISTRICTS 3 AND 5)
(3 VOTES)**

SUBJECT

Request approval to extend the term of two Service Agreements for Drop-In Centers for Transition Age Youth Services for Fiscal Year 2016-17.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Acting Director of Mental Health (Acting Director), or her designee, to prepare, sign, and execute an amendment, substantially similar to Attachment I, to the Service Agreements for the Drop-In Centers for Transition Age Youth (TAY) Services with Pacific Clinics, Service Agreement No. MH190096, and Los Angeles LGBT Center, Service Agreement No. MH190097, to extend on a month-to-month basis for up to 12 months the term of these agreements, which are scheduled to expire on June 30, 2016, and enable payment for costs incurred in an amount not to exceed \$250,000. The total cost of these two agreements if extended for the full 12 months is \$500,000, fully funded by State Mental Health Services Act (MHSA) revenue.
2. Delegate authority to the Acting Director or her designee to prepare, sign, and execute future amendments to these Service Agreements, provided that: 1) the County's total payments for Fiscal Year (FY) 2016-17 do not exceed an increase of ten percent from the maximum amount which the

Board is being asked to approve in Recommendation 1; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel or her designee is obtained prior to any such amendment; 5) the County and Contractors may, by written amendment, reduce programs or services; and 6) the Acting Director or her designee notifies your Board and the Chief Executive Office (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommendations is necessary to provide uninterrupted temporary safety and basic support services (e.g., showers, meals, clothing, referrals, and vouchers), as well as outreach and engagement resources for difficult to reach Seriously Emotionally Disturbed (SED) and Severely and Persistently Mentally Ill (SPMI) TAY who would otherwise remain underserved. MHSA funding allows these TAY Drop-In Centers to extend their hours of operation, thus increasing access to basic support through Outreach and Engagement and linkage activities during evening and weekend hours. TAY accessing Drop-In Centers have an opportunity to build trusting relationships with staff who can connect the youth with services and support they need as they work toward stability and recovery. Approval of the recommended actions will allow the Contractors to provide uninterrupted linkage to resources that promote stability and self-sufficiency for TAY throughout Los Angeles County.

The Service Agreements with Pacific Clinics and Los Angeles LGBT Center are scheduled to expire on June 30, 2016. Department of Mental Health (DMH) issued a Request for Statement of Qualifications followed by a Request for Services (RFS), and DMH is in the process of selecting and negotiating contracts with qualified agencies. An extension of these Service Agreements will allow DMH to complete these negotiations.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The total cost of the Pacific Clinics and Los Angeles LGBT Center Service Agreements if extended for 12 months is \$500,000 for FY 2016-17. These Agreements are fully funded by State MHSA revenue. Funding for these Agreements is included in the FY 2016-17 Recommended Budget.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 12, 2015, your Board approved the extension of two Service Agreements for Drop-In Centers for TAY with Pacific Clinics and Los Angeles LGBT Center for FY2015-16. During this extension, DMH issued a new RFS to qualified agencies on DMH's MHSA Master agreement list that submitted a Statement of Qualifications for Drop-In Centers for TAY on September 28, 2015. On April 15, 2016, award letters were sent to the agencies who achieved the highest proposal scores. DMH will return to your Board to request authorization to award and execute Service Agreements with the prospective contractors upon conclusion of the RFS selection process.

Meanwhile, DMH is seeking your Board's approval to amend the existing term of these existing Service Agreements on a month-to-month basis for up to 12 months to enable DMH to complete the pending RFS selection process without a disruption in TAY Drop-In services. Pacific Clinics and Los Angeles LGBT Center will be reimbursed for their actual costs incurred for the provision of TAY Drop-In services, as outlined in the Service Agreement, not to exceed \$250,000. Upon completion of the RFS selection process, DMH will terminate these Service Agreements with Pacific Clinics and Los Angeles LGBT Center.

The attached amendment format has been approved as to form by County Counsel. DMH will continue to administer and monitor adherence to the Service Agreements to ensure that the Drop-In Center services are provided in conformity with the Agreement provisions and that Departmental policies are followed.

CONTRACTING PROCESS

The two Drop-In Centers for TAY providers have existing Agreements with DMH as the result of the RFS No. 12 that was issued in February 16, 2007. Your Board authorized DMH to execute the Agreements with Pacific Clinics and Los Angeles LGBT Center on March 11, 2008, for a term through June 30, 2009. Subsequently, DMH was granted your Board's authority through two Board letters dated May 12, 2009, and May 29, 2012, to renew the Agreements with these providers through June 30, 2015. Additionally, your Board approved an extension of these Agreements on May 12, 2015, on a month-to-month basis through June 30, 2016 while DMH worked on a new RFS solicitation for Drop-in Centers for TAY. The Agreements with Pacific Clinics and Los Angeles LGBT Center are due to expire on June 30, 2016, and DMH again is asking to extend the term of these Agreements on a month-to-month basis for up to 12 months as DMH completes and finalizes the RFS process to be able to award these services to qualified proposers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will enable DMH to extend two existing service agreements with Pacific Clinics and Los Angeles LGBT Center. The extension of these agreements will provide TAY continued access to temporary safety and basic services and supports in the "low-demand, high-tolerance" environments provided by these Drop-In Centers.

The Honorable Board of Supervisors

5/17/2016

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Respectfully submitted,

Robin Kay, Ph.D.

ROBIN KAY, Ph.D.

Acting Director of Mental Health

RK:TB:AB:SK:lb

Enclosures

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

CONTRACT NO. MH

AMENDMENT NO.

THIS AMENDMENT is made and entered into this day of, 2016, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____
_____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated July 1, 2012, identified as County Agreement No. MH, and any subsequent amendments (hereafter collectively "Agreement"); and

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

WHEREAS, County and Contractor intend to amend Agreement to extend the term on a month-to-month basis for up to 12 months for Fiscal Year (FY) 2016-17, to ensure uninterrupted Drop-In Center services for Transition Age Youth (TAY) while the County completes the selection process for new providers; and

WHEREAS, for FY 2016-17, the annual grand total will be **\$250,000**.

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

1. Paragraph (1) TERM Section A. Initial Period shall be deleted in its entirety and the following substituted therefore:

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2015.

- 2. After the Initial Period, the term of this Agreement shall be automatically extended for 12 one-month periods, beginning on the first of the month and ending on the last day of the month without further action of the parties unless County desires to terminate this Agreement at the end any of the one-month periods and County provides Contractor with written notice not less than 10 calendar days prior to the end of the month.
- 3. Beginning July 1, 2016, the term of this Agreement shall be automatically extended for 12 one-month periods, beginning on the first of the month and ending on the last day of the month without further action of the parties unless County desires to terminate this Agreement at the end any of the one-month periods and provides Contractor with written notice not less than 10 calendar days prior to the end of the month. In no event shall the term of this Agreement extend beyond June 30, 2017.
- 4. Exhibit B (Payment Schedule) – X shall be deleted in its entirety and replaced with Exhibit B (Payment Schedule) – X, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit B (Payment Schedule) – X shall be deemed amended to refer to “Exhibit B (Payment Schedule) – X.”
- 5. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Acting Director of Mental Health or her designee, and Contractor has caused this Amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
ROBIN KAY, Ph.D.
Acting 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 _____
Interim Chief, Contracts Development
and Administration Division

EXHIBIT B (PAYMENT SCHEDULE) – __

MENTAL HEALTH SERVICES ACT (MHSA)
DROP-IN CENTERS
FOR
TRANSITION-AGE YOUTH (TAY) AGES 16 - 25

1. FUNDING SOURCES

FUNDING SOURCE	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
MHSA-CSS	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Total Contract Amount	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

2. PAYMENT SCHEDULE

For the Drop-In Center services described in Exhibit A (Statement of Work), DMH shall pay to Contractor an annual total not to exceed \$250,000 for services rendered during FY 2016-17.

Payment to Contractor shall be based on original invoices, submitted monthly in arrears by Contractor. Monthly invoices shall include separate details for administrative and program costs respectively. No payment shall be made for Drop-In Center services delivered beyond those services and supports indicated in Exhibit A (Statement of Work) and which can be substantiated with supporting documentation. The DMH designated TAY staff will review the invoices and supporting documentation to ensure that the Drop-In Center services and supports rendered are in substantial compliance with the requirements described in Exhibit A (Statement of Work).

3. PAYMENT PROCEDURES

Contractor shall submit monthly invoices (**Drop-In Center Services Cost Invoice**) Attachment I for actual cost incurred for services provided under the Statement of Work. Contractor shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services being provided.

Upon receipt and approval of original invoices from Contractor, DMH shall make payment to Contractor within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse Contractor for the undisputed services contained in the invoice and work diligently with _____ to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursements payable to Contractor. DMH shall send payments to:

Name of Agency
Address of Agency
City, State Zip

4. DESIGNATED DMH CONTACT PERSON

All questions, correspondence, and invoices should be directed to:

Mary Romero, LCSW, DMH Lead Manager for TAY at:
County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 4th Floor
Los Angeles, CA 90020
(213) 738-4644

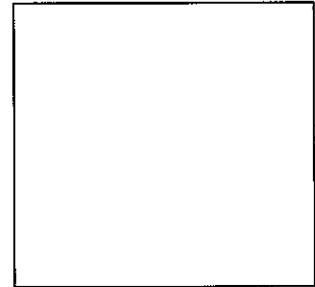
5. FUNDING PROVISIONS

The Drop-In Center services program for TAY is funded by the MHSA. Ongoing funding for this program is contingent on available funding from the State as well as continued approval of MHSA claims submitted by the County on behalf of the Contractor.

County of Los Angeles - Department of Mental Health
Drop-In Center Services Cost Invoice
Fiscal Year: _____

Send To (Original):

County of Los Angeles - Department of Mental Health
Attn: Mary Romero, LCSW - Transition Age Youth Administration
550 S. Vermont Ave, 4th Floor
Los Angeles, CA 90020



Legal Entity / Provider Name: _____

DMH Contract No. _____

DMH Consultant Agreement Number: _____

Program: Drop-In Centers for Transition-Age Youth (TAY)

Funding Source: MHSA

Month/Year of Service: _____

DESCRIPTION	AMOUNT
<u>DESCRIPTION OF COSTS FOR EXTENDED DAYS AND HOURS:</u>	
1. Drop-In Center Services and Supports:	-
2. Administrative Costs	-
<i>I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under MHSA TAY Drop-In Center Services and is true and correct to the best of my knowledge. These services and costs are Solely for Extended Days and Hours of Operation including weekdays, Saturdays and/or Sundays. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Consultant agreement.</i>	
TOTAL	\$ -

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

LAC-DMH Program Approval

Approved by (signature) _____ Date: _____

Print Name: _____ Title: _____