May 12, 2015

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:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 May 12, 2015

PATRICK OF AWA
ACTING EXECUTIVE OFFICER

APPROVAL TO EXTEND THE TERM OF THE SERVICE AGREEMENTS FOR DROP-IN CENTERS FOR TRANSITION AGE YOUTH SERVICES FOR FISCAL YEAR 2015-16

(SUPERVISORIAL DISTRICTS 3 AND 5) (3 VOTES)

SUBJECT

Request approval to extend the term of the Service Agreements for Drop-In Centers for Transition Age Youth Services for Fiscal Year 2015-16.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an amendment, substantially similar to Attachment I, to the Service Agreements for Drop-In Centers for Transition Age Youth (TAY) Services, with Pacific Clinics, Service Agreement No. MH190096, and Los Angeles LGBT Center (formerly Los Angeles Gay and Lesbian Center), Service Agreement No. MH190097, to extend the term of these agreements on a month-to-month basis for up to 12 months for Fiscal Year (FY) 2015-16. The Total Compensation Amount (TCA) for each agreement for FY 2015-16 is \$250,000, fully funded by State Mental Health Services Act (MHSA) revenue.
- 2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to these Service Agreements and establish as a new TCA, the aggregate of the original agreements and all amendments provided that: 1) the County's total payments to these contractor providers for each fiscal year will not exceed an increase of ten percent of the TCA which the Board

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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 its designee, is obtained prior to any such amendment; 5) the County and Contractors may, by written amendment, reduce programs or services; and 6) the Director, or his designee, notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the term extension will prevent interruption of temporary safety and basic support (e.g., showers, meals, clothing, referrals, and vouchers) services, as well as outreach and engagement resources to difficult to reach Seriously Emotionally Disturbed (SED) and Severely and Persistently Mentally III (SPMI) TAY who would otherwise remain underserved. In addition, approval of the recommended actions will allow the Contractors to provide uninterrupted linkage of resources that promote stability and self-sufficiency to TAY throughout Los Angeles County.

The two Service Agreements with Pacific Clinics and Los Angeles LGBT are scheduled to expire on June 30, 2015. Currently, Department of Mental Health (DMH) is in the process of developing a new Request for Services (RFS) solicitation to identify agencies that can provide the same services as currently being provided by Pacific Clinics and Los Angeles LGBT. Extension of these Service Agreements will allow DMH to initiate and complete the RFS process.

<u>Implementation of Strategic Plan Goals</u>

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

FISCAL IMPACT/FINANCING

The TCA for the Pacific Clinics and Los Angeles LGBT Service Agreements is \$250,000 for each agreement for FY 2015-16, fully funded by State MHSA revenue. Funding for these Agreements is included in the FY 2015-16 DMH Recommended Budget

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 11, 2008, your Board approved Service Agreements to expand mental health access through Drop-In Centers for TAY Services with Pacific Clinics and Los Angeles Gay and Lesbian Center (currently Los Angeles LGBT) to implement the MHSA Community Services and Supports (CSS) Drop-In Centers Plan for TAY, ages16-25, for FYs 2007-08 and 2008-09.

On May 12, 2009, your Board approved the renewal of two Service Agreements for Drop-In Centers for TAY Services with Pacific Clinics and Los Angeles Gay and Lesbian Center for FYs2009-10, 2010-11, and 2011-12.

On May 29, 2012, your Board approved renewal of two Service Agreements for Drop-In Centers for

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TAY Services with Pacific Clinics and Los Angeles Gay and Lesbian Center for FYs 2012-13, 2013-14, and 2014-15.

DMH expects to issue a new RFS by June 2015. In the interim, DMH is seeking your Board's approval to extend the term of these Service Agreements on a month-to-month basis for up to 12 months for FY 2015-16. This will allow DMH to ensure uninterrupted TAY Drop-In services until the RFS process is completed and new agencies are awarded Service Agreements to continue providing these essential services.

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 and that the Agreement provisions and Departmental policies are followed.

CONTRACTING PROCESS

DMH is in the process of issuing a new RFS to identify potential providers for Drop-In Center services. In the interim, DMH is requesting your Board to approve the extension of the existing Service Agreements on a month-to-month basis for up to 12 months for FY 2015-16.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

Board approval of the recommended actions will enable DMH to extend two existing service agreements, with Pacific Clinics and Los Angeles LGBT. 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.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:TB:RK:SK:lb

Enclosures

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

CONTRACT NO. MH
AMENDMENT NO
THIS AMENDMENT is made and entered into this day of, 2015, by and
between the COUNTY OF LOS ANGELES (hereafter "County") and

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

_____(hereafter "Contractor").

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) 2015-16, for uninterrupted Drop-In Center services for Transition Age Youth (TAY); and

WHEREAS, the extension of Agreement term will give the County time in which to complete tasks associated with the issuance of the Request for Services (RFS) for the award of new Drop-In Centers for TAY through a competitive solicitation process; and

WHEREAS, for FY 2015-16, the Total Contract Amount (TCA) will be \$250,000.

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

 The Agreement term is <u>extended</u> on a month-to-month basis for up to 12 months for FY 2015-16, for uninterrupted Drop-In Center services for TAY and to give County time to complete tasks associated with the issuance of the RFS. For FY 2015-16, the TCA is \$250,000.

- Exhibit B <u>Payment Schedule</u> shall be deleted in its entirety and replaced with Exhibit B <u>X</u>, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit B shall be deemed amended to refer to "Exhibit B <u>X Payment Schedule</u>."
- 3. 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 on its behalf by its duly authorized officer, on the day, month, and year first above written.

	COUNTY OF LOS ANGELES	
	By MARVIN J. SOUTHARD, D.S.W. Director of Mental Health	
	CONTRACTOR	
	Ву	
	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		

lb: Amendment format to BL Drop- In Centers Extension

EXHIBIT B - ____

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

PAYMENT SCHEDULE

1. **FUNDING SOURCES**

FY 2015-16

MHSA-CSS

Total Contract Amount

\$ 250,000

2. PAYMENT SCHEDULE

For the Drop-In Center services described in Exhibit A (Statement of Work), DMH shall pay to Contractor the annual total of \$250,000 for services rendered during FY 2015-16.

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) without the prior approval of the DMH TAY Lead Manager. 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. <u>DESIGNATED DMH CONTACT PERSON</u>

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

<u>Terri Boykins</u>, 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) 738-2408

5. TERM OF AGREEMENT

The Drop-In Center services program for TAY is funded by the MHSA. The term of the Agreement is extended on a month-to-month basis for up to 12 months for FY 2015-16. 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

Fisc	cal Year:		
Send To (Original): County of Los Angeles - Department of Attn: Terri Boykins, LCSW - Transition 550 S. Vermont Ave, 4th Floor Los Angeles, CA 90020			
Legal Entity / Provider Name:			
DMH Contract No.	·		
DMH Consultant Agreement Number:			
Program: <u>Drop-In Centers for Tran</u>	sition-Age Youth (TAY)		
Funding Source: <u>MHSA</u> Month/Year of Service:			
	DESCRIPTION		AMOUNT
DESCRIPTION OF COSTS FOR EXT	ENDED DAYS AND HOURS:		
Drop-In Center Services and Supplement	orts:		_
2. Administrative Costs			, -
and conditions for reimbursement under MHSA to the best of my knowledge. These services a	rove are services and costs eligible under the terms TAY Drop-In Center Services and is true and correct and costs are Solely for Extended Days and Hours of ar Sundays. All supporting documentation will be affield under the provisions of the Consultant	TOTAL	3
Signature:	Date:	-	
Print Name:			
Title:	Phone:		
LAC-DMH Program Approval			
Approved by (signature)	Date:		
Print Name [.]	Title:		