

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

March 30, 2010

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

#32 MARCH 30, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AUTHORIZATION FOR A SOLE SOURCE AMENDMENT WITH CALIFORNIA INSTITUTE FOR
MENTAL HEALTH
TO DEVELOP A STATEWIDE CO-OCCURRING DISORDERS
TECHNICAL ASSISTANCE CENTER
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval for a sole source amendment with the California Institute for Mental Health to develop a statewide Co-Occurring Disorders Technical Assistance Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute sole source Amendment No. E5, substantially similar to Attachment I, to the existing Consultant Services Agreement No. MH050013 with the California Institute for Mental Health (CIMH), to develop a statewide Co-Occurring Disorders Technical Assistance Center (The COD Center) in the amount of \$163,500 for Fiscal Year (FY) 2009-10, fully funded by Substance Abuse and Mental Health Services Administration (SAMHSA) Federal Block Grant, with a revised Total Compensation Amount (TCA) of \$1,327,200, effective upon Board approval.
2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to the consultant Agreement with CIMH, and establish as a new TCA the

aggregate of the original agreement and all amendments through and including this amendment, provided that: 1) the County's total payments to CIMH for each fiscal year does not exceed an increase of 20 percent from the applicable revised Board-approved TCA; 2) any such increase is 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 and the Chief Executive Officer (CEO), or their designee, is obtained prior to any such amendment; 5) County and CIMH may by written amendment reduce services or programs without reference to the 20 percent limitation and revise the applicable TCA; and 6) 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 ACTION

Board approval is required for this amendment as the increase exceeds the 20 percent Board delegated authority limit.

Board approval of the recommended actions will allow CIMH to develop the COD Center to provide service for individuals diagnosed with mental health and substance abuse co-occurring disorders.

The COD Center will build a statewide infrastructure, including a website, which will support California counties' mental health systems' efforts in promoting clients recovery and wellness. The website will serve as a forum to disseminate current information on COD research, treatment models, promising practices and system-wide issues. CIMH will conduct periodic meetings with individual counties/cities and providers to determine specific needs to enhance their delivery of COD services. CIMH will also provide trainings, consultation and on-going technical assistance to supervisors and direct service practitioners on applications of various integrated treatment models.

As a statewide organization, CIMH has been in the forefront of promoting comprehensive mental health services for individuals with co-occurring disorders through training, technical assistance, research, policy development, and collaboration. CIMH has the proven leadership required to develop and implement policy changes, training and technical assistance, and expert consultations as demonstrated with their involvement in the California Co-Occurring Joint Action Council (COJAC). During the current Fiscal Year, CIMH made COD information available to counties through webcasts and video conferences. Additionally, CIMH has developed products such as the COJAC screening tool to assess individuals for co-occurring disorders, the Dual Diagnosis Capability in Addiction Treatment instrument to screen the providers' ability to provide co-occurring disorder services, and a housing resource model which informs about the categories of housing which best serves different groups of COD clients. Based on its proven expertise in providing COD training and consultation, CIMH is in the unique position to develop the COD Center.

DMH has selected CIMH to undertake the development of the COD Center as the agency has the necessary organizational structure, professional personnel, technical competence, and statewide collaboration experience needed to achieve the objective set out for the COD Center.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

There is no increase in net County cost. The \$163,500 is fully funded by SAMHSA. Sufficient appropriation is included in DMH's FY 2009-10 Final Adopted Budget for this amendment. The revised FY 2009-10 TCA for CIMH will be \$1,327,200.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In FY 2008-09, DMH accepted the annual SAMHSA Federal Block Grant from the State Department of Mental Health (SDMH), which included a one-time allocation of \$327,000 for the development of the COD Center. In October 2008, SDMH notified DMH that funds were allocated for expenditure, and California Mental Health Directors Association (CMHDA) was then designated to develop the COD Center. It became known later that due to some internal transitioning within SDMH management that CIMH was to be the actual contractor for this project. Official notice regarding CIMH did not reach DMH in time to award the project to CIMH during FY 2008-09. The \$327,000 currently remains intact and unspent with DMH. On November 10, 2009, SDMH notified DMH that the subject allocation is available for FY 2009-10 expenditure. The Department estimates the cost for deliverables to be \$163,500 and that the deliverables can be achieved during the three months remaining in FY 2009-10 (April to June). DMH may request the authority to renew CIMH's contract during FY 2010-11 and provide additional SAMHSA funds for the project.

CIMH's statement of work for the COD Center project includes: 1) developing a website containing COD resource information and member services directory to share treatment strategies, 2) compiling and analyzing data on evidence-based and promising practices for serving people with co-occurring disorders, 3) conducting statewide regional trainings on integrated and specialized COD services, and 4) providing training and technical assistance to individual counties/cities and providers (e.g. senior management, clinic managers, clinical supervisors, and direct service practitioners). The goal is to bring recovery and wellness to COD clients by enabling and educating all levels of provider organizations, including managers/administrators, supervisors, direct service providers (e.g. alcohol/drug, mental health, co-occurring staff), consumers and family members.

The Amendment (Attachment I) has been approved as to form by County Counsel. The CEO has reviewed the proposed actions.

The required Sole Source Contract Checklist, identifying and justifying the need for a sole source contract amendment, has been approved by the CEO (Attachment II).

CONTRACTING PROCESS

DMH is requesting approval of a sole source contract amendment with CIMH, which is uniquely qualified to provide these services, specifically to develop a statewide COD Technical Assistance infrastructure and website in accordance with the Statement of Work detailed in the Deliverables.

The sole source decision is based on DMH's historical experience that CIMH has consistently provided quality SAMHSA services and is a leader in the provision of co-occurring disorders training and technical assistance. This leadership role is supported by the fact the California Mental Health Directors Association Governing Board has chosen CIMH by consensus as best suited to create this statewide training and COD Center.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The amendment will provide an information resource center on mental health substance abuse co-occurring treatment models and practices for treatment and administrative staff throughout California. It will enhance mental health systems efforts in bringing recovery and wellness to target population.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mg Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.
Director

MJS:MM:RK

Enclosures

AMENDMENT NO. E5

THIS AMENDMENT is made and entered into this ____ day of _____ 2010, by and between the COUNTY OF LOS ANGELES (hereafter "County") and California Institute for Mental Health (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 12, 2007, identified as County Agreement No. MH050013, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2009-10 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for FY 2009-10 only, County and Contractor intend to add Substance Abuse Mental Health Services Administration (SAMHSA) Federal Block Grant (FBG) in the amount of \$163,500 to the Total Compensation Amount (TCA). The allocated SAMHSA FBG is for the development of a statewide Co-Occurring Disorders Technical Assistance Center (the COD Center) to enhance service provisions to individuals diagnosed with mental health and substance abuse co-occurring disorders. Contractor shall provide training and technical assistance to service providers throughout California. Contractor shall perform services as specified in Exhibit EA-5, Statement of Work; and

WHEREAS, effective **October 21, 2009**, County and Contractor intent to amend Agreement to add new provisions to the Agreement pursuant to the new Ordinance No. 2009-0026 (Los Angeles County Code 2.206), Defaulted Property Tax Reduction Program; and

WHEREAS, County and Contractor intend to amend Agreement to modify Paragraph 26.0 (TERMINATION FOR DEFAULT) to include language in subparagraph 26.1 on "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM"; and

WHEREAS, for FY 2009-10, the TCA of \$1,163,700 will be increased by \$163,500. The revised TCA will be \$1,327,200.

NOW, THEREFORE, County and Contractor agree that 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 replaced by:

"5.0 COMPENSATION:

5.1 In consideration of the performance by Contractor in a manner satisfactory to County of services described in Exhibits EA-1, EA-2, EA-4 and EA-5 Statements of Work, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit EB-5 and according to the Payment Schedule-COD established in Exhibit EA-5. Total compensation for all services furnished hereunder shall not exceed the sum of ONE MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$1,327,200) for Fiscal Year 2009-10. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibits EA-1, EA-2, EA-4 and EA-5 Statements of Work. 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 ONE MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$1,327,200) for Fiscal Year 2009-10. In no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder. Payment to Contractor 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
550 South Vermont Avenue
Los Angeles, CA 90020
ATTN: Program Manager***

2. Department of Mental Health Consultant Services Agreement shall be modified and the following inserted therefore:

"47.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

48.0. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47.0 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

3. Paragraph 47.0 (NOTICES) shall be changed to read Paragraph 49.0. Any references made to Paragraph 47.0 (NOTICES) shall be deemed a reference to Paragraph 49.0. Whenever the Paragraph 47.0 "NOTICES", appears in Agreement, the parties agree that Paragraph 49.0 "NOTICES" shall be substituted therefor.
4. The EXHIBIT EA-5, Statement of Work, attached hereto and incorporated herein by reference, shall be added to the Agreement.

5. EXHIBIT EB-5, Fee Schedule attached hereto and incorporated herein by reference, shall supersede and replace the previously effective Exhibit EB-4, to the Agreement.
6. 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

California Institute for Mental Health
CONTRACTOR

By _____

Name Sandra Goodwin, Ph.D.

Title Executive Director
(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

cc\myfiles\CIMH BL COD attach I amend format (3-10-10)

CALIFORNIA INSTITUTE FOR MENTAL HEALTH (CIMH)

EXHIBIT EA-5

Co-Occurring Disorders Technical Assistance Center

Statement of Work (SOW)

FY 2009-10

Co-Occurring Disorders

Co-Occurring Disorders (COD) occur when a client experiences both a mental illness and a substance-related disorder. Currently, integrated treatment may not be available to COD clients. Frequently, such clients are inadequately or inappropriately served due to a lack of provider knowledge of best practices. As a result, the rates of homelessness, jail sentencing, morbidity, and mortality tend to be higher among COD clients than non-COD clients.

A high percentage of the population served by the Los Angeles County Department of Mental Health system has co-occurring mental illness and substance abuse disorders. Developing effective treatment strategies for COD clients is one of the Department's priorities. Funded by SAMHSA, this amendment requires California Institute for Mental Health (CIMH) to develop a statewide Co-Occurring Disorder Technical Assistance Center to enhance DMH technical and clinical skills and bring recovery and wellness to the target population.

Co-Occurring Disorders Technical Assistance Center

CIMH shall develop the Co-Occurring Disorders Technical Assistance Center (The COD Center) to provide a statewide information infrastructure to enhance service provisions to COD clients. The COD Center will provide the scope of support needed to effectively promote recovery of individuals with COD and bring about real change and sustained improvement within the statewide mental health system and the Department's Adult System of Care (ASOC).

CIMH shall perform the Statement of Work specified as follows:

Deliverables

1. CIMH shall develop a statewide website of COD information and resources. The COD Center website will be developed in three phases:

Phase I: During the first phase, CIMH will post basic pertinent service delivery and clinical information on COD practices and services, including links to existing websites.

Phase II: The second phase involves identifying resources (e.g., literature)

and information concerning evidence-based and promising practices for organizations and practitioners providing co-occurring recovery services. The website will provide information and strategies for implementation of these practices, including links to other national and local sources of information.

Phase III: This phase concentrates on assembling a comprehensive member services directory comprised of Mental Health/Alcohol or Drug (AOD) agencies/behavioral health authorities (counties/cities) and other providers. The directory will serve as a forum for sharing treatment strategies among members.

2. CIMH shall research, analyze and evaluate various integrated COD treatment models, culminating in the provision and promotion of website information on available optimum services models. The sharing of this information will enable county mental health systems to make informed decisions regarding the most appropriate treatment model for various populations (e.g., age, gender, ethnic/cultural, families).
 - a. CIMH Senior Associate and their consultant experts will maintain collaborative relationships with representatives of the Los Angeles County Department of mental Health, Adult System of Care, to assure that the Deputy Director and President/CEO of CIMH will produce the appropriate practical data on evidence-based and promising practices for serving people with co-occurring disorders.
 - b. The information and the analysis will be posted and available as a hard copy or PDF download on the COD Center website.
 - c. In addition, tools for assisting counties/programs in making decisions about which programs or strategies to implement will be posted on the website and available to support required technical assistance or development of specialized training.
3. CIMH shall begin the planning, coordination and preparation of COD regional trainings in FY 2009-10.

CIMH will:

- a) Ensure each comprehensive regional training will be 11 – 15 hours in length, involving up to 150 participants at each of the regional trainings.
- b) Schedule and organize trainers who are experts in the field, local and national; providers and researchers of exemplary programs within California. Trainers will also include consumers and family members.
- c) Convene on-going planning meetings to ensure that training will be

targeted to all levels of provider organizations, including managers/ administrators, supervisors, direct service providers (alcohol/drug, mental health and co-occurring staff), consumers and family members.

- d) Ensure that syllabi, materials, and handouts necessary for trainings are obtained in advance of the Regional trainings. Topics will include, but not necessary be limited to, information on current research, implementation of evidence-based and promising practices, system-wide issues to be addressed, participation of consumers and family members in treatment, motivational interviewing, stages of change, screening and assessment tools.
- e) Trainings will be formatted with a keynote speaker addressing the state of the art of providing services to people with co-occurring disorders, panel presentations on model programs and breakout groups on more specific topics, such as evidence-based practices, implementation strategies and research. The breakout groups will provide for group interaction to enhance learning at the trainings.
- f) Prepare evaluations to distribute to participants in each training, assessing the learning that took place. This information will be used to adjust subsequent training session focus and approaches. Attendees will be able to secure Continuing Education units.

4. CIMH shall also:

- a) Develop curricula and provide training and consultation to individual counties/cities and providers. CIMH staff/consultants will work with each entity requiring assistance to determine the specific needs to enhance delivery of COD services in that organization.
- b) Provide consultation concerning assessment of system-wide change areas and individual program development.
- c) Provide training and technical assistance to supervisors and direct service practitioners in the implementation of specific practices (e.g., Integrated Dual Diagnosis Treatment, motivational interviewing and stages of change).

The total cost for these services shall not exceed **\$163,500**.

Payment Schedule-COD

This schedule applies to disbursements of \$163,500 SAMHSA federal block grant funds only. It specifies payment schedule for the services described in EA-3 (Statement of Work).

DMH shall pay to CIMH the following SAMHSA funds based on periodic invoices from CIMH to DMH as described below:

DELIVERABLES – PAYMENT SCHEDULE FY 2009-10	Payment Amounts
1. Payment I:	
<ul style="list-style-type: none"> A. Website development planning sessions B. COD Center Website C. Member services directory 	\$25,513
2. Payment II:	
<ul style="list-style-type: none"> A. Analysis and evaluations of COD treatment models B. Consultation sessions C. Evidence based and promising practices data analysis results D. Ongoing consultation, training and technical assistance 	\$43,792
3. Payment III:	
<ul style="list-style-type: none"> A. Regional Trainings planning sessions B. Consultations with trainers C. Training syllabi, materials, and handouts D. Continuing education evaluation forms E. Ongoing consultation, training and technical assistance 	\$38,820
4. Payment IV:	
<ul style="list-style-type: none"> A. Ongoing training and consultation B. Training and technical assistance to supervisors and practitioners 	\$55,375
TOTAL PAYMENTS	\$163,500

Each payment shall be made only upon approval of the designated DMH program representative following review and determination that CIMH has satisfactorily performed all tasks in each respective Deliverable as stated in the SOW.

Exhibit EB-5

Fee Schedule for FY 2009-10

<u>FUNDING SOURCES</u>		<u>FY 2009-10</u>
DPSS CalWORKs MH Program Allocation	\$	150,000
Probation IFT		24,000
Mental Health Services Act (MHSA)		200,000
Sales Tax Realignment		20,000
DCFS IFT (CGF)		85,850
DCFS IFT (MHSA)		85,850
Katie A. IIMHS		192,000
Katie A.		326,000
MHSA funding for Katie A.		80,000
SAMHSA COD CENTER (BL)		<u>163,500</u>
Total FY 2009-10 Compensation Amount (TCA)		<u>\$1,327,200</u>

For SAMHSA funded services, CIMH shall submit period invoices in accordance with Payment Schedule-COD

PAYMENT PROCEDURES

The California Institute for Mental Health (CIMH) shall submit monthly invoices for actual costs incurred for services provided under the Statement of Work. CIMH 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 provided and shall be submitted to:

1. CalWORKs: County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 11th Floor
Los Angeles, CA 90020
Telephone: (213) 738-2819
ATTN: Dolores Daniel, District Chief, CalWORKs
2. SAMHSA: County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 12th Floor
Los Angeles, CA 90020
Telephone: (213) 738-2866
ATTN: Cathy Warner, Deputy Director
3. Children's System of Care: County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 4th Floor
Los Angeles, CA 90020
Telephone: (213) 351-7797
ATTN: Olivia Celis, Deputy Director

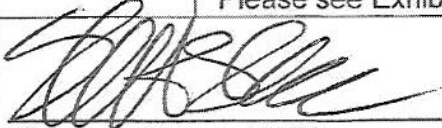
4. MHSAs: County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 12th Floor
Los Angeles, CA 90020
Telephone: (213) 738-4105
ATTN: Angel Baker, Administrative Manager

5. Intensive In-Home MHS: County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 4th Floor
Los Angeles, CA 90020
Telephone: (213) 351-7797
ATTN: Olivia Celis, Deputy Director

6. Title IVE -Probation Department

County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 6th Floor
Los Angeles, CA 90020
Telephone: (213) 738-2895
ATTN: Sandra Thomas, Deputy Director

**SOLE SOURCE CHECKLIST
CALIFORNIA INSTITUTE FOR MENTAL HEALTH – THE COD CENTER**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
✓	<ul style="list-style-type: none"> ➤ Only one bona fide source for the service exists; performance and price competition are not available. California Institute for Mental Health (CIMH) is uniquely qualified to develop the subject COD Center as the Agency has established a broad range of partnerships and collaborations throughout California's mental health systems and is specialized in education and training, technical assistance, consultation, and evaluation and research in mental health services.
	<ul style="list-style-type: none"> ➤ Quick action is required (emergency situation).
	<ul style="list-style-type: none"> ➤ Proposals have been solicited but no satisfactory proposals were received.
	<ul style="list-style-type: none"> ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	<ul style="list-style-type: none"> ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	<ul style="list-style-type: none"> ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>Other reason. Please explain: The California Mental Health Directors Association Governing Board determined by consensus to create a Co-Occurring Disorders Technical Assistance Center (The COD Center) at CIMH for the purpose of developing a statewide infrastructure that would enable CIMH to support counties throughout the State in their efforts to more effectively promote recovery of individuals with co-occurring disorders. CIMH submitted a proposal which was accepted and approved by the Governing Board. There was no bidding process for the State of California for the COD Center.</p> <p>Please see Exhibit 1.</p>
 _____ Sheila A. Shima, DCEO	<p align="right">3/9/10 _____ Date</p>

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH**JUSTIFICATION FOR A SOLE SOURCE AGREEMENT****CALIFORNIA INSTITUTE FOR MENTAL HEALTH****BACKGROUND**

California Institute for Mental Health (CIMH) is a private consultant services agency specialized in technical mental health knowledge. CIMH was established by the California Mental Health Directors Association (CMHDA) in 1993 to provide training, technical assistance, research and policy development statewide and work collaboratively with all mental health system stakeholders in order to promote excellence in mental health services. The CMHDA Governing Board determined by consensus to create a Co-Occurring Disorders Technical Assistance Center (The COD Center) at CIMH for the purpose of developing a statewide infrastructure that would enable CIMH to support counties throughout the State in their efforts to more effectively promote recovery of individuals with co-occurring disorders. CIMH submitted a proposal which was accepted and approved by the Governing Board. There was no bidding process for the State of California for the COD Center.

In Fiscal Year 2008-09, DMH accepted the annual Substance Abuse and Mental Health Services Administration Federal Block Grant award from the State Department of Mental Health (SDMH) which included a one-time allocation of \$327,000 for the development of the aforementioned COD Center. Initially, SDMH notified DMH that CMHDA was the designated contractor to develop the COD Center. DMH later learned from SDMH that the contractor for the subject project was changed to CIMH. Additionally, due to management changes at SDMH, official change notice did not reach DMH in time to award the project to CIMH during FY 2008-09, the fiscal year first designated for the expenditure of these funds. The \$327,000 remains intact/unspent with DMH. On November 10, 2009, the State Department of Mental Health (SDMH) notified DMH that the subject allocation is available for FY 2009-10 expenditure. The Department estimates the development cost to be \$163,500 for the four months remaining in FY 2009-10. The balance of \$163,500 from the total award amount of \$327,000 is reserved for the FY 2010-11 COD Center expenditure. DMH will request the authority to expend this amount during the FY 2010-11 budget process to complete the project. DMH has selected CIMH for this project.

SOLE SOURCE JUSTIFICATION

CIMH has been identified as the sole source to develop the COD Center as their proposal was approved by the Governing Board of the CMHDA. CIMH is uniquely qualified to develop the COD Center as they have established a broad range of partnerships and collaborations throughout California's mental health system and specialize in education and training, technical assistance, consultation, and evaluation and research in mental health services. A sole source contract with CIMH will enable CIMH to develop the COD center and further enhance Los Angeles County Department of Mental Health's commitment to providing an array of treatment, recovery, and supportive services to clients with co-occurring mental health and substance abuse disorders.