



**DEPARTMENT OF MENTAL HEALTH**  
hope. recovery. wellbeing.

**JONATHAN E. SHERIN, M.D., Ph.D.**  
Director

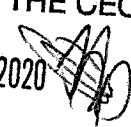
**Gregory C. Polk, M.P.A.**  
Chief Deputy Director

**Curley L. Bonds, M.D.**  
Chief Medical Officer

**Lisa H. Wong, Psy.D.**  
Senior Deputy Director

October 6, 2020

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

**APPROVED BY THE CEO**  
OCT 06 2020   
**BY DELEGATED AUTHORITY**

Dear Supervisors:

**APPROVAL TO EXECUTE A SOLE SOURCE PARTICIPATION AGREEMENT WITH  
THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND  
MENTAL HEALTH PREVENTION PROGRAMS IN LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a new sole source 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 fund Mental Health Prevention Programs in Los Angeles County. Mental Health Prevention Programs will provide various community projects related to prevention mental health education, support and community outreach through diverse media platforms.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Department of Mental Health's Chief Deputy Director (Chief Deputy Director), or his designee, to prepare, sign, and execute a new sole source Participation Agreement (Agreement), substantially similar to Attachment I, with the California Mental Health Services Authority (CaMHSA) to fund Mental Health Prevention Programs in Los Angeles County. The Agreement will be effective upon Board approval through June 30, 2023. The funding amount will be \$17 million per each of the three fiscal years for a Total Compensation Amount (TCA) of \$51 million, fully funded by State Mental Health Services Act (MHSA) revenue.

2. Delegate authority to the Chief Deputy Director, or his designee, to prepare, sign, and execute future amendments or modifications to CalMHSA's Agreement, including amendments that extend the term, if appropriate; add, delete, modify, or replace Exhibit A – Program Description and Funding; reflect federal, State and County regulatory and/or policy changes; and increase the TCA provided that: 1) the County's total payment does not exceed an increase of 10 percent from the applicable TCA in the first recommendation; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to your Board and Chief Executive Officer (CEO).
3. Delegate authority to the Chief Deputy Director, or his designee, to terminate the Agreement described in the first recommendation in accordance with the termination provisions, including Termination for Convenience. The Chief Deputy Director, or his designee, will notify your Board and CEO, in writing, of such termination action.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Board approval of the recommended actions will allow DMH to collaborate with CalMHSA to expand Mental Health Prevention Programs as defined by State MHSA Regulations. CalMHSA will support DMH in developing community projects outside of traditional clinic settings through collaboration with stakeholders, other County departments, school districts, and contracting or consulting for the various expertise needed to develop, promote, and launch innovative Prevention Programs on mental health education, support, and outreach. In addition, CalMHSA will also implement the Veteran Peer Access Network (VPAN) Pilot Program to support DMH develop a strategic plan and a social/digital media platform to form partnerships in the community and enhance VPAN's ability to disseminate information related to mental health services for military veterans and their families. CalMHSA's media campaigns will support DMH to educate Los Angeles County residents about available mental health services, empower residents to reach out for support for themselves and others, and help residents navigate mental health treatment services. As such, DMH's partnership with CalMHSA will provide essential mental health resources and support to all Los Angeles County residents.

Board approval of the first recommendation will allow DMH to execute the new sole source Participation Agreement with CalMHSA to provide Mental Health Prevention Programs in Los Angeles County, effective upon Board approval through June 30, 2023.

Board approval of the second recommendation will allow DMH to amend the Agreement to extend the term; add, delete, modify or replace CalMHSA's Agreement, Exhibit A – Program Description and Funding; reflect federal, State, and County regulatory and/or policy changes; and/or modify the TCA.

Board approval of the third recommendation will allow DMH to terminate the Agreement in accordance with the Agreement's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

### **Implementation of Strategic Plan Goals**

These recommended actions support the County's Strategic Plan Goal I, Make Investments that Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives.

### **FISCAL IMPACT/FINANCING**

The Agreement with CalMHSA is fully funded by State MHSA revenue in the amount of \$17 million for Fiscal Year (FY) 2020-21 . Funding for FY 2020-21 is included in DMH's adopted budget. Funding for future years will be requested through DMH's annual budget request process.

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

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers of Authority (JPA) formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis. CalMHSA's mission is to provide an efficient and effective administrative and fiscal structure focused on collaborative partnerships in the development and implementation of mental health programs in accordance to the Mental Health Services Act (MHSA). Currently, CalMHSA consists of 57 member counties and cities, including Los Angeles County.

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise Powers Agreement in order to jointly exercise powers with other participating CalMHSA county and city members. CalMHSA has helped counties and cities with mental health programs reduce administrative overhead by centralizing compliance with State reporting requirements through their research information and strategies, in addition to negotiating cost-effective rates with various subcontractors throughout the State of California. CalMHSA provides a mechanism to facilitate the efficient use of resources for multiple counties and cities by maximizing group purchasing power for products, jointly developing requests for proposals, and establish contracts with providers to accomplish mutual goals related to the State MHSA regulations.

The new sole source Agreement with CalMHSA will provide an array of media and prevention supports such as community projects related to in-person and virtual trainings, support, and outreach. CalMHSA will support DMH in developing Community Access Platforms that focus on breaking down barriers to mental health treatment by using

service environments outside of traditional clinical settings. Community platforms outside of traditional clinic settings will be done in collaboration with other County departments including Health Services, Public Health, Public and Social Services, Libraries, the Arts Commission and Program, public partners, stakeholders, school districts, and contracting or consulting for the various expertise needed to develop, promote, and launch innovation Prevention strategies as follows:

- Education – CalMHSA will work with various school districts, county offices of education, community colleges, universities, and other public and private educational institutions to provide education, training and resources. In addition, CalMHSA will offer in-person trainings, webinars, or other online platforms in how to respond through a trauma-informed perspective.
- Support – CalMHSA will provide support to Los Angeles County Board of Supervisors in the development and implementation of programs and services for at-risk populations in their districts, including: augmenting school-based services and supports to include virtual and in-person platforms to address wellbeing; and 2) providing trauma-informed care to at-risk youth and families through partnerships with other Los Angeles County departments and contracted mental health providers, and building supports through DMH's directly-operated provider network.
- Stakeholder Engagement - CalMHSA will provide consultant services to train regional stakeholders on advocacy activities and develop educational materials for at-risk populations.
- Expand Reach - CalMHSA will develop outreach and engagement opportunities throughout Los Angeles County using DMH staff and staff at other County departments to provide awareness to the various County and community resources.

In addition, CalMHSA will implement the VPAN Pilot Program to support DMH in developing the following strategic plans: 1) Strategic Communication Plan; and 2) Social/Digital Media Plan to form partnerships in the community and enhance VPAN's ability to disseminate information related to mental health services for military veterans and their families.

The Mental Health Prevention Programs with CalMHSA was posted for public comment on August 18, 2020. With the completion of the 30-day public comment period, the Mental Health Prevention Programs with CalMHSA is incorporated into the current MHSA Three Year Program and Expenditure Plan, which has been extended by statute for one additional year due to the COVID-19 pandemic. Through CalMHSA's media and campaign platforms, CalMHSA will expand outreach and reduce stigma and discrimination through social and online media, events, partnerships, sponsorships and

advertising campaigns to inform and educate County residents about the various mental health resources and support available to all Los Angeles County residents.

The Agreement (Attachment I) has been reviewed and approved as to form by County Counsel.

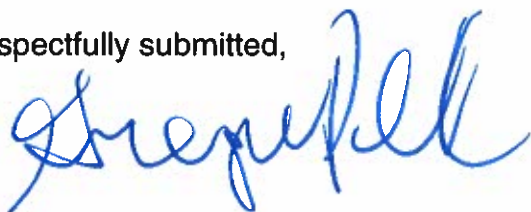
The Director of Mental Health currently serves on the Board of Directors of CalMHSA Joint Powers Agreement, but he is not compensated and does not benefit financially in any way from serving in that position. In addition, the Director did not participate in the approval process for this Agreement with CalMHSA.

In accordance with Board Policy No. 5.100 (Sole Source Contracts), DMH notified your Board on July 29, 2020 (Attachment II) of its intent to enter into a new sole source Participation Agreement with CalMHSA. The required Sole Source Checklist (Attachment III) identifying and justifying the need for a sole source Agreement has been approved by the CEO.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended actions will allow DMH to fund the Mental Health Prevention Programs with CalMHSA to develop and implement prevention mental health education, support and community outreach through CalMHSA's diverse media platforms. These actions will reduce the stigma and discrimination associated with mental health treatment to promote overall wellbeing and empowerment for the communities of Los Angeles County.

Respectfully submitted,



GREGORY C. POLK  
Chief Deputy Director

GCP:ES:SK:sc

Attachments

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

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
SOLE SOURCE PARTICIPATION AGREEMENT  
COVER SHEET

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

Name of Program: Prevention 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 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 \$51,000,000.

3. The term of the Program is effective upon Board approval through **June 30, 2023**.

4. Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller

Title: Executive Director Date: \_\_\_\_\_

**Participant: Los Angeles County**

Signed: \_\_\_\_\_ Name (Printed): Gregory C. Polk, M.P.A.

Title: Chief Deputy Director Date: \_\_\_\_\_

## **SOLE SOURCE PARTICIPATION AGREEMENT**

### **Exhibit A – Program Description and Funding**

- I. Name of Program** – Prevention Programs 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 Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of post mark.

- III. Special Terms - Flexibility of Funding and Programming**-This Agreement is entered into between CalMHSA and DMH amid the COVID-19 crisis. Funding and program development is allocated and implemented based on the Federal, State and local guidelines, the needs of at-risk populations and the recommended responses to supporting the needs of families and communities during the crisis. Funding allocations in relation to program needs must be utilized in a flexible manner to the extent that populations/services under the programs categories referenced below are impacted by COVID-19. .

- IV. Program Overview** - CalMHSA will continue to work in collaboration with the Los Angeles County (County) Department of Mental Health (LACDMH), in supporting its efforts to expand the reach of mental health community access platforms and campaign efforts using various innovative methods and strategies. This collaborative effort between CalMHSA and DMH will include the following activities:

1. Developing guidelines and tools to help classify Prevention 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, 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 Prevention 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).
2. 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 Prevention programs, such as extent to which counties are reaching their target populations with appropriate strategies.
3. Developing resources for selecting, defining, and measuring risk and protective factors that Prevention programs are intended to impact, and for developing evaluation approaches for different types of Prevention programs. Many Prevention 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 Prevention program components.

CalMHSA will support DMH is developing Community Access Platforms that focus on breaking down barriers to treatment by using service environments outside of traditional clinical settings. The building of community platforms outside of clinic settings will be done in collaboration with other county departments including Health Services, Public Health, Public and Social Services, Libraries, the Arts Commission and Probation, public partners, stakeholders, school districts, and contracting or consulting for the various expertise needed to develop, promote and launch those innovative strategies.

1. Education – work with the various school districts, county offices of education, community colleges, universities, and other public and private educational institutions to offer education/training/resources to at risk youth, TAY, educators, and others. In addition to in-person trainings, other options will be offered such as webinars or other online platforms that can be repeatedly accessed. Training content will focus on increasing protective and resiliency factors. This includes how to respond through a trauma-informed perspective.
2. Support – Provide support to the board of supervisors in developing and implementing programs and services that provide targeted supports to at-risk populations in their districts. Including:
  - Augmenting school-based services and supports to include virtual and in person platforms to address wellbeing through a variety of interventions
  - Providing trauma-informed care to at-risk youth and families through partnerships with other County Departments and contracted mental health providers, and building supports through the DMH directly-operated provider network;
3. Engaging stakeholder groups. Including:
  - Providing consultant services to train regional stakeholders on advocacy activities to support targeted care to at-risk populations;
  - Developing and providing educational materials for specific at-risk populations;
4. Expand upon our reach to the various age groups, across the lifespan. Provide support to the workforce who are the first responders to students and their families through stipends and technical assistance to navigate County resources. Develop opportunities for the workforce to learn about the various County and community resources available to their students and families.
5. Outreach – Develop outreach and engagement opportunities throughout Los Angeles County using DMH staff and staff at other County Departments to provide awareness, resources, and care to the counties most vulnerable through trauma informed supports. These awareness campaigns will target multiple populations, including students, parents/caregivers and school staff. The goal is for each population to feel equipped to recognize and assist a person in need, to access help.



A. Media and Campaign:

Development of cultural adaptation and customization of marketing assets and advertisements to expand reach and reduce stigma and discrimination through social and online media, and advertising campaigns to reach individuals across the life span in Los Angeles County.

Key Elements:

1. Planning and Budget Development – develop objectives, partners, opportunities, barriers, strategies, timeline and budget.
2. Identification of Partnerships and Subject Matter Experts – This includes the identification of resources, with expertise in all aspects of media procurement, event planning, influencer experts, community engagement, outreach, with a requirement for inclusion of multicultural resources and translation services.
3. Campaign Development and Implementation – Development of:
  - Content
  - Creative Development
  - Campaign Microsite/Digital Assets
  - Campaign Materials
4. Media efforts -
  - Creative Campaign
  - Maintenance of the Microsite for the Campaign (includes education, signs, tips, resources, events, etc.)
  - Public Relations – Including but not limited to press materials, outreach, publicity, and speaking events for LA leaders.
  - Events – Events will be held throughout Los Angeles County, to include but not limited to music, mental health film/other festivals, insider briefings for county, art events, sports/professional sports.
  - Influencer Relations – Identification and coordination of celebrity, sports, and YouTube influencers, video/website and paid social media content strategy development.
  - Paid Social Media Campaign (Twitter, Facebook, Snapchat) – will include geotargeted audience feeds, content strategy and ability for “sending a message to a friend in need.”
  - Partnerships & Sponsorships – will include collaborative efforts with county-based organizations, media partnerships (TV, iHeart, KPWR, etc.), Rideshare partners, professional sports partners, private sector partners, and others.
  - Paid Media Buys – Media ad space will be procured in order to display messaging related to the campaign.

B. Veteran Peer Access Network (VPAN) Pilot Program

- Develop two strategic plans: 1. Strategic Communication Plan and 2. Social/Digital Media Plan. Both strategic plans shall align with VPAN’s vision, mission, purpose, and core values.
- Attend meetings as necessary and as requested by LACDMH.

- Deliver communication support products as determined by LACDMH Program Manager. These requests will be based on ongoing and emerging VPAN program requirements and each shall have specific due dates as determined by LACDMH and CalMHSA.
- Manage and maintain the VPAN's presence on the current social media channels and shall expand to similar applications/channels.
- Support LACDMH in developing strategic partnerships in the community that enhance VPAN's ability to disseminate information related to mental health services for military veterans and their families.
- Develop a new website to establish VPAN's digital presence and communicate its mission, resources, services offered and links to partner organizations. The website shall be fully functional within six months.
- Coordinate with LACDMH Public Information Officer (PIO) to provide public relation services including positioning, communications, and a wide range of professional writing services including: broadcast, print, internet outlets and blogs, thought leadership programs, event support and management, internal communications, etc.
- Develop an evaluation plan to assess the impact of all services provided through this additional scope of work.

C. Project Management:

As part of this effort CalMHSA will provide a Project Manager (PM) to serve as oversight for all activities defined within this Agreement. The PM (*JPA Administrative Director*) shall be responsible for the following:

1. Prevention Project Management (*CalMHSA JPA Administrative Director*)

- PM will meet with key sub-contractors, vendors, partners, consultants, etc. to manage contracts which includes discussion re contract deliverables, timelines, budgets, priorities, address under performance issues, etc. on an on-going basis.
- PM is expected to be the oversight and have a physical presence at events, activities, etc. as deemed appropriate by PM.
- PM will procure media buys for all prevention and/or campaign efforts described above.

2. PM Reporting to LACDMH

- PM will provide an organizational chart identifying the lead CalMHSA staff across programs and direct support to PM.
- Meetings – PM and relevant department staff will meet bi-weekly in person and/or via teleconference. Additional in-person/teleconference meetings will be identified and scheduled as needed.
- PM will provide regular program updates to include reports with supporting documentation that informs on deliverables status/completion. These reports will include any fiscal updates and accounting of funds spent.
- PM will maintain electronic and hard copy records (on-site) of all work.

October 6, 2020

- PM will share all information with LACDMH via a shared file or other, as a matter of record.

**V. Funding** – LACDMH will provide funding of \$51,000,000 million for three years. Funding per fiscal year of \$17,000,000 million dollars, which includes an administrative fee of \$1,700,000 (10%), a project management fee of \$255,000 (1.5%). The total funding amount of \$51,000,000 dollars to CalMHSA, is not to be exceeded in the implementation of the Prevention program.

Projected budget allocation and scope of work are subject to change due to changing priorities as dictated by LACDMH:

|                      | <b>Initial Payment<br/>(Upon Execution of PA)</b> | <b>FY21-22</b>      | <b>FY22-23</b>      | <b>Total</b>        |
|----------------------|---|---------------------|---------------------|---------------------|
| Upon Execution of PA | \$17,000,000                                      |                     |                     | \$17,000,000        |
| July 1               |   | \$8,500,000         | \$8,500,000         | \$17,000,000        |
| January 1            |   | \$8,500,000         | \$8,500,000         | \$17,000,000        |
| <b>SUB TOTAL</b>     | <b>\$17,000,000</b>                               | <b>\$17,000,000</b> | <b>\$17,000,000</b> | <b>\$51,000,000</b> |

**SOLE SOURCE 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, Prevention 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 Participant.
  - 4. 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 as follows:

|         |              |                                  |
|---------|--------------|----------------------------------|
| FY20-21 | \$17,000,000 | Upon Execution of this Agreement |
| FY21-22 | \$8,500,000  | July 1, 2021                     |
| FY21-22 | \$8,500,000  | January 1, 2022                  |
| FY22-23 | \$8,500,000  | July 1, 2022                     |
| FY22-23 | \$8,500,000  | January 1, 2023                  |

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.
6. 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 Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of post mark.

**IV. Withdrawal, Cancellation and Termination**

- A. Upon cancellation, termination or other conclusion of the Program, any funds remaining unspent 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. Funding required from the Participants will not exceed the amount stated in this Agreement.



## DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.  
Director

Gregory C. Polk, M.P.A.  
Chief Deputy Director

Curley L. Bonds, M.D.  
Chief Medical Officer

July 29, 2020

TO: Supervisor Kathryn Barger, Chair  
Supervisor Hilda L. Solis  
Supervisor Mark Ridley-Thomas  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn

FROM: Gregory C. Polk, M.P.A.  
Chief Deputy Director

SUBJECT: **NOTICE OF INTENT TO EXECUTE A SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND MENTAL HEALTH PREVENTION PROGRAMS IN LOS ANGELES COUNTY**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to enter into a new sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) to fund Prevention Programs in Los Angeles County. Prevention Programs will provide various community projects related to prevention mental health education, support, and community outreach through diverse media platforms.

### **JUSTIFICATION**

Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers Authority (JPA) formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis. CalMHSA's mission is to provide an efficient and effective administrative and fiscal structure focused on collaborative partnerships in the development and implementation of mental health programs in accordance to the Mental Health Services Act (MHSA). Currently, CalMHSA consists of 57 member counties and cities, including Los Angeles County.

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 CalMHSA county and city members. CalMHSA has helped counties and cities with mental health programs reduce administrative overhead by centralizing compliance with State reporting MHSA requirements through their research information and strategies, in addition to negotiating cost-effective rates with various subcontractors throughout the State of California. In addition, CalMHSA provides a mechanism to facilitate the efficient use of resources for multiple counties and

Each Supervisor  
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cities by maximizing group purchasing power for products, jointly developing requests for proposals, and establish contracts with providers to accomplish mutual goals related to the State MHSA regulations.

The new sole source Participation Agreement with CalMHSA will support DMH in developing community projects outside of traditional clinic settings through collaboration with stakeholders, other County departments, school districts, and contracting or consulting for the various expertise needed to develop, promote, and launch innovative Prevention Programs on mental health education, support, and outreach. In addition, CalMHSA will also implement the Veteran Peer Access Network (VPAN) Pilot Program to support DMH develop a strategic plan and a social/digital media platform to form partnerships in the community and enhance VPAN's ability to disseminate information related to mental health services for military veterans and their families. CalMHSA's media campaigns will support DMH to educate Los Angeles County residents about available mental health services, empower residents to reach out for support for themselves and others, and help residents navigate mental health treatment services. As such, DMH's partnership with CalMHSA will provide essential mental health resources and support to all Los Angeles County residents.

The Director of Mental Health currently serves on the Board of Directors of CalMHSA's 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 will not participate in the approval process of the Participation Agreement with CalMHSA.

### **NOTIFICATION TIMELINE**

Pursuant to Board Policy No. 5.100 (Sole Source Contracts), DMH is required to notify your Board within four weeks prior to commencing contract negotiations for new sole source contracts. If requested by a Board office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board office within four weeks of this notice, DMH will present your Board a letter for approval to enter into a new sole source Participation Agreement with CalMHSA to fund mental health education, support, and community outreach Prevention Programs in Los Angeles County.

If you have any questions or concerns, please contact me at (213) 738-4926, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at (213) 738-4023.

GCP:ES:SK:sc

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Edgar Soto

Vicki Kozikoujekian  
Kimberly Nall  
Stella Krikorian  
Lynn Robnett

## SOLE SOURCE CHECKLIST

Department Name: Mental Health

- New Sole Source Contract  
 Sole Source Amendment to Existing Contract  
 Date Existing Contract First Approved: 9/14/20

| Check<br>(✓)                        | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b><br>Identify applicable justification and provide documentation for each checked item.  |
|-------------------------------------|---|
| <input type="checkbox"/>            | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>  |
| <input type="checkbox"/>            | ➤ Compliance with applicable statutory and/or regulatory provisions.  |
| <input type="checkbox"/>            | ➤ Compliance with State and/or federal programmatic requirements.   |
| <input checked="" type="checkbox"/> | ➤ Services provided by other public or County-related entities.   |
| <input type="checkbox"/>            | ➤ Services are needed to address an emergent or related time-sensitive need.  |
| <input type="checkbox"/>            | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.  |
| <input type="checkbox"/>            | ➤ 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.   |
| <input type="checkbox"/>            | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.   |
| <input type="checkbox"/>            | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.   |
| <input type="checkbox"/>            | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.  |
| <input type="checkbox"/>            | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.  |
| <input type="checkbox"/>            | ➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

  
 \_\_\_\_\_  
 Chief Executive Office

9/14/20

\_\_\_\_\_  
 Date