



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

November 30, 2021

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 November 30, 2021

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXTEND THE SOLE SOURCE CONSULTANT CONTRACT WITH STEINBERG
INSTITUTE TO CONTINUE TO SUPPORT LOS ANGELES COUNTY WITH INITIATIVES
INVOLVING THE MENTAL HEALTH SERVICES ACT AND MENTAL HEALTH CIVIL
COMMITMENT REFORM**

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend the Sole Source Consultant Contract with the Steinberg Institute to increase the total contract amount and extend the term through June 30, 2023 for continued support to Los Angeles County with initiatives involving the Mental Health Services Act and Mental Health Civil Commitment Reform.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment (Attachment I) to the Contract with the Steinberg Institute to increase the Total Contract Amount (TCA) and extend the term through fiscal year (FY) 2022-23. The TCA increase for FY 2021-22 is \$275,000, and the TCA for FY 2022-23 (extension period) is \$350,000, fully funded by 2011 Realignment funds and Mental Health Services Act (MHSA) revenue.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Contract in Recommendation 1, including amendments that extend the term for up to two additional years, provide administrative non-material changes; provide or add additional/related

services; modify or replace an existing Statement of Work; and/or reflect federal, State, or County regulatory and/or policy changes, provided that: the County's total payment will not exceed an increase of more than 10 percent of the TCA, and the amendments are subject to County Counsel's review and approval as to form, with notification to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the Contract described in Recommendation 1 in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will notify the Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Steinberg Institute has been an invaluable partner assisting the Department of Mental Health (DMH) with enhancing system reform efforts which are intended to strengthen the mental health system, increase efficiency, and offer greater access to care to the largest number of residents throughout the County. As a powerful and effective advocate and problem solver for mental health care in California, the Steinberg Institute is uniquely qualified, with its sound working relationships with the State Legislature and Executive departments.

Approval of Recommendation 1 will allow DMH to increase the TCA and extend the term of the current Sole Source Consultant Contract with Steinberg Institute for the continued support to the County with initiatives involving the MHSA and Mental Health Civil Commitment Reform.

Approval of Recommendation 2 will allow DMH to make future amendments the Contract to extend the term, incorporate necessary changes, and/or modify the TCA.

Approval of Recommendation 3 will allow DMH to terminate the Contract in accordance with the Contract's termination provisions.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal I, Make Investments that Transform Lives, specifically Strategy I.1 — Increase Our Focus on Prevention Initiatives, and Strategy I.2 — Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

For FY 2021-22, the increase to the TCA is \$275,000, and is fully funded by MHSA and 2011 Sales Tax Realignment revenues. Sufficient funding is available in DMH's approved budget for FY 2021-22.

Funding for future fiscal years will be requested through DMH's annual budget request process. There is no increase in net County costs associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

More than two million children, adults, and seniors are affected by potentially disabling mental illnesses every year in California. In response to inadequate funding for mental health services,

Darrell Steinberg co-authored Proposition 63, also called the Mental Health Services Act (MHSA). The MHSA includes a whatever-it-takes approach support and provide services for people with severe mental illness.

In 2015, the Steinberg Institute was established as a first-of-its-kind statewide non-profit organization. It is dedicated to raising the profile of quality mental health care as a critical public policy and civil rights issue. The Steinberg Institute serves as a strong partner for the County in reforming the mental health civil commitment process and strengthening the continuum of mental health care, with an emphasis on community based mental health services, including supportive housing for those with serious mental illness who are homeless.

The partnership between the Steinberg Institute and DMH has been a dynamic and highly effective one. As such, the Steinberg Institute and DMH continue to work together with State partners on legislative, reform, and budgeting issues as they relate to the MHSA. The result of this work facilitated the prioritization of mental health reform in 2020, especially in the face of the COVID-19 pandemic, sending several bills to the Governor for his signature, which DMH and the Steinberg Institute worked on together. Specifically, Assembly Bill 3242 was signed and authorizes a Lanterman-Petris-Short examination, assessment, or evaluation to be conducted using telehealth or other audio-visual technology, and signed Senate Bill 803 establishes a statewide and county-based peer support specialist certification program. As such, California now joins the 48 other states who already offer this program. The Steinberg Institute and DMH will continue to collaborate with our State partners to address issues related to prevention and early intervention, early psychosis identification, peer certification, mental health parity, the Lanterman-Petris-Short Act, and homelessness.

On June 4, 2021, DMH notified your Board of its intent to execute a Sole Source Contract extension with Steinberg Institute for the continued provision of support to Los Angeles County with initiatives involving the MHSA and Mental Health Civil Commitment Reform (Attachment II) and, DMH considers this request approved, as we did not hear otherwise. The required Sole Source Checklist (Attachment III) approved by the CEO is also attached. As mandated by your Board, the Steinberg Institute's performance will continue to be evaluated by DMH on an annual basis to ensure compliance with all Contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will enable DMH to enhance system reform efforts which are intended to strengthen the mental health system, increase efficiency, and offer greater access to care to the largest number of residents throughout the County.

The Honorable Board of Supervisors

11/30/2021

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on the page.

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

Director

JES:GCP:SK

RLR:MP:atm

Enclosures

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

CONTRACT NO. MH050186

AMENDMENT NO. 02

THIS AMENDMENT is made and entered into this 30th day of November, 2021, by and between the COUNTY OF LOS ANGELES (hereafter “County”), and Steinberg Institute (hereafter “Contractor”).

WHEREAS, reference is made to that certain document entitled “Department of Mental Health Consultant Services Contract”, dated March 5, 2019, and further identified as County Contract No. MH050186, and any amendments thereto (hereafter collectively “Contract”); and

WHEREAS, on December 7, 2021, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute an amendment to the Contract to extend the term for one year, modify the existing Statement of Work (SOW), and add \$275,000 to the Contract for fiscal year (FY) 2021-22 and \$350,000 for FY 2022-23; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, County and Contractor intend to amend the Contract to extend the term and revise Exhibit A, SOW, and Exhibit B Fee Schedule (FS); and

WHEREAS, as a result of the above changes, the Total Contract Amount (TCA) will increase; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract.

NOW, THEREFORE, County and Contractor agree as follows:

1. This Amendment is effective upon execution.
2. The term of the Contract is extended through June 30, 2023.
3. For FY 2021-22, the TCA is increased by \$275,000 from \$825,000 to \$1,100,000.
4. For FY 2022-23, the TCA is increase by \$350,000 from \$1,100,000 to \$1,450,000.
5. Exhibit A-1, Statement of Work, shall be deleted in its entirety and replaced with Exhibit A-2, Statement of Work, attached hereto and incorporated by reference. For FY 2021-22, all references in the Contract to Exhibit A-1, Statement of Work, shall be deleted and replaced with “Exhibit A-2, Statement of Work.”
6. Exhibit B-1, Fee Schedule, shall be deleted in its entirety, and replaced with Exhibit B-2, Fee Schedule, attached hereto and incorporated by reference. All references in the Contract to Exhibit B-1, Fee Schedule, shall be deleted and replace with “Exhibit B-2, Fee Schedule.”
7. Except as provided in this Amendment, all other terms and conditions of the Contract 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 the 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 _____
Jonathan E. Sherin, M.D., Ph.D.
Director of Mental Health

Steinberg Institute
CONTRACTOR

By _____

Name _____
Maggie Merritt

Title _____
Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa
Deputy County Counsel

STATEMENT OF WORK

1.0 SCOPE OF WORK

Steinberg Institute will consult on an as needed basis with the Department of Mental Health (DMH) to support Los Angeles County (LAC) with initiatives involving the Mental Health Services Act and mental health civil commitment reform. Steinberg Institute will work with the DMH to enhance system reform efforts which are intended to strengthen the mental health system, increase efficiency, and offer greater access to care to the largest number of residents throughout the County.

2.0 BACKGROUND

The LAC DMH is the largest county mental health department in the country. DMH directly operates 75 mental health clinics and more than 100 co-located sites and provides mental health services to over 250,000 residents of Los Angeles County annually. In addition, DMH contracts with over 1,000 unique contractors, including non-governmental agencies and individual practitioners who provide a spectrum of mental health services to residents of all ages throughout the County.

More than 2 million children, adults, and seniors are affected by potentially disabling mental illnesses every year in California. Thirty years ago, the State of California (State) cut back on its services in state hospitals for people with severe mental illnesses, without providing adequate funding for mental health services in the community. To address this issue, voters approved Proposition 63 in 2004. Proposition 63, also called the Mental Health Services Act (MHSA), was enacted into law on January 1, 2005. It places a 1% tax on personal income above \$1 million; since that time, it has generated approximately \$15 billion. Proposition 63 emphasizes transformation of the mental health system while improving the quality of life for Californians with mental illness

In 2004, Darrell Steinberg co-authored Proposition 63, the MHSA. The MHSA includes a "whatever-it-takes" approach to support and services for people with severe mental illness. In 2015, Mr. Steinberg established a first-of-its-kind statewide non-profit organization, the Steinberg Institute. It is dedicated to raising the profile of quality mental health care as a critical public policy and civil rights issue. The Steinberg Institute focuses on building public leadership for targeted improvements in California's systems of mental and behavioral health. The Steinberg Institute gives clear and potent voice to people living with mental illness, fighting for more resources, better treatments, and an integrated system of care. Their efforts have resulted in billions of additional dollars for mental health

services, a more robust system of oversight, and public/private partnerships that promise improved research and treatments. They protect the precious resource embodied by the MHSA by ensuring that the State communicates a clear strategy for spending MHSA dollars, and that the services funded are data-driven and effective. The Steinberg Institute works at bridging divides, bringing together thought leaders from provider agencies, advocacy groups, research organizations, private industry, State and local agencies, and the Legislature — all with the aim of changing the status quo through strategic alliances and creative exchange. They work to incorporate nontraditional partnerships and inspire leadership on issues of mental health. Their goal is the creation of a more effective and equitable system of care.

As a powerful and effective advocate and problem solver for mental health care in California, with decades long history of championing policy issues affecting brain health, the Steinberg Institute is uniquely qualified, with its sound working relationships with the State Legislature and Executive departments, to assist the County with the development of a different type of mental health system that prioritizes service delivery to the largest number of residents countywide.

3.0 CHANGES TO THE CONTRACT

3.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8,

Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

5.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during business hours. Contractor shall provide a telephone number where the Project Manager may be reached on an 8 (eight) hour per day basis.

6.2.2 Project Manager shall act as a central point of contact with the County.

6.2.3 Project Manager shall have 20 (twenty) years of experience.

6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail.

6.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.5 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within 24 (twenty-four) hours of receipt of the call.**

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Steinberg Institute shall focus its specific work requirements as defined herein, on select DMH's Priorities as framed in the Department's Strategic Plan for individuals suffering from Severe and Persistent Mental Illness (SPMI) with or without co-morbid addiction by: (1) Expanding resources for California's mental health system; (2) Increasing the flexibility of funding to optimize impact at the population level; (3) Securing dedicated housing; (4)

Facilitating alternative crisis response and justice reform initiatives; and (5) Engineering and re-engineering client engagement tools.

7.1.1 Expanding resources for California’s mental health system by advocating for:

7.1.1.1 Opportunities to increase the allocation of 1991 and 2011 Realignment Funding with a particular focus on addressing the lack of acute and subacute bed capacity to divert clients from the streets and jails where treatment cannot be delivered properly; and

7.1.1.2 Dedicated one-time and ongoing funding from the State budget to support mission critical efforts that are not adequately funded at the current time including the build out of specialized engagement services (i.e. HOME Pilot), specialized housing (i.e. Board and Care) and specialized intensive services (i.e. FSP) dedicated to clients experiencing homelessness (SMPI-EH); and

7.1.1.3 Optimization of magnitude and processes for drawdown of federal match (FFP) through Medi-Cal.

7.1.2 Increasing the flexibility of funding to optimize impact at the population level by advocating for:

7.1.2.1 An MHSA “Refresh” whereby the different funding buckets are collapsed into one bucket that can be used to deliver resources that address access challenges, treatment inadequacies and social determinants of health and wellbeing as deemed necessary by local/county governments and their communities, including but not limited to:

7.1.2.1.1 Opportunities (i.e. employment, housing subsidies)

7.1.2.1.2 Services (FSP, MAT, acute, subacute, residential treatment)

7.1.2.1.3 Infrastructure, including housing (emergency, interim, permanent), treatment facilities (acute, subacute, residential), and additional infrastructural support such as IT upgrades

7.1.2.2 Identification of population outcomes that serve as the primary form of accountability and benchmarks that must be achieved for ongoing access to funds, including but not limited to:

7.1.2.2.1 Prevention of college student disenrollment due to onset of psychotic illness

7.1.2.2.2 Decrease in number of mental health crises that lead to incarceration or justice involvement otherwise

7.1.2.2.3 Increase in the number of clients suffering from SPMI-EH moved from the streets into stable housing

7.1.3 Securing dedicated housing by advocating for:

7.1.3.1 Inclusion of Board and Care for SPMI and SPMI-EH in all state housing investments both one-time for infrastructure and ongoing for subsidy

7.1.3.2 Exploration of newly liberated habitable space (from the COVID-19 Pandemic) as potential inventory for clients suffering from SPMI-EH

7.1.3.3 Use of No Place Like Home funds as housing subsidy and to expand housing inventory through investment in modification and improvement of existing infrastructure

7.1.4 Facilitating alternative crisis response and justice reform initiatives by advocating for:

7.1.4.1 Statewide 988 implementation and related efforts to realize a “Care First, Jails Last” system and culture in California

7.1.4.2 Increase in Medi-Cal reimbursement of CSU/MHUCC services from 24 hours to 72 hours

7.1.4.3 Statewide investment in one-time costs to increase capacity for CSU/MHUCC’s, CRTP’s and Peer Respite facilities

7.1.5 Engineering and re-engineering client engagement tools by advocating for:

- 7.1.5.1 Guaranteed resource allocation to include real time access to housing, FSP and treatment beds for any client subjected to engagement tools
 - 7.1.5.2 Requirement that any client subjected to engagement tools first receive relentless engagement efforts with guaranteed resources as above
 - 7.1.5.3 New statute that allows for the use of a Psychiatric Advanced Directive
 - 7.1.5.4 Modification of Laura's Law to decrease its administrative burden and exclusionary criteria and increases its authority to provide treatment (i.e. involuntary medication)
 - 7.1.5.5 A new standard to replace current LPS law based on the requirement of Living Safely in the Community
- 7.2 Steinberg Institute shall provide at DMH's request and upon approval by DMH, specialized mental health policy research, analysis, advisement, technical assistance, facilitation, and consultation.
- 7.2.1 STEINBERG INSTITUTE shall facilitate meetings and education sessions between LACDMH, other California counties, and legislators and their staff to encourage learning and sharing of knowledge and ideas that further the goals of DMH.
 - 7.2.2 STEINBERG INSTITUTE shall facilitate stakeholder group processes as requested by DMH to articulate Departmental priorities to stakeholder groups.
 - 7.2.3 STEINBERG INSTITUTE shall serve as a source of expertise on key trends and activities in the mental health arena, and advise DMH on opportunities to inform debate.
 - 7.2.4 STEINBERG INSTITUTE shall evaluate regulatory obstacles to mental health reform, and identify and assess potential activities to address such obstacles.
 - 7.2.5 STEINBERG INSTITUTE shall act as a steward for the \$2.2 billion that comes into California annually via the MHSA by providing the LAC with, including but not limited to, the following support:
 - 7.2.5.1 Provide briefings, analyses, and strategic recommendations on potential legislation and/or regulations.

- 7.2.5.2 Write pieces for publication in local media and respond to any media requests as related to MHSA.
- 7.2.5.3 Work with DMH to develop educational materials.
- 7.2.5.4 Arrange meetings with key thought leaders and decision makers regarding MHSA scope and implementation.
- 7.2.5.5 Work to ensure the full implementation of the "No Place Like Home Program (Proposition 2)" by analyzing current roadblocks and following up with policy changes.
- 7.2.5.6 Provide monthly reports at a minimum or as needed during the legislative session.

7.2.6 STEINBERG INSTITUTE shall provide an annual report to DMH at the end of the legislative session summarizing the services that were rendered during the period of performance and how it furthered the parties' collaboration objectives.

7.2.7 STEINBERG INSTITUTE shall identify grant opportunities and additional funding sources and provide consultation, analysis, and strategic advice to DMH on these issues.

8.0 GREEN INITIATIVES

- 8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

9.0 QUESTIONS

All programmatic questions should be directed to:

Jonathan E. Sherin, M.D., Ph.D.
Director
County of Los Angeles — Department of Mental Health
510 S. Vermont Avenue, 22nd Floor | Los Angeles, CA 90020
Phone: (213) 738-4601
Email: JSherin@dmh.lacounty.gov

All invoice questions should be directed to:

Angel Baker
Division Chief, Program Development, MH
County of Los Angeles – Department of Mental Health
Office of Administrative Operations – Special Programs
510 S. Vermont Ave., 22nd Floor | Los Angeles, CA 90020
Phone: (213) 351-1918
Email: ABaker@dmh.lacounty.gov

10. INVOICE SUBMITTALS

All invoices with relevant supporting documentation should be submitted to:

Provider Reimbursement Section (PRS)
County of Los Angeles — Department of Mental Health
510 S. Vermont Avenue, 15th Floor
Los Angeles, CA 90020

EXHIBIT B-2

STEINBERG INSTITUTE CONSULTANT SERVICES CONTRACT

FEE SCHEDULE

Steinberg Institute shall submit monthly invoices for actual costs incurred for deliverables provided under the SOW and based on the Fee Schedule. Steinberg Institute shall submit all relevant supporting documentation along with monthly invoices and maintain copies of all other documents which will be made available to DMH at any time for audit purposes. Total compensation for all services furnished shall not exceed the total contract amount (TCA) of ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000) for the contract term commencing on March 5, 2019 through June 30, 2023.

Each payment will be made only upon approval by the designated DMH program representative following review and determination that Steinberg Institute has satisfactorily performed tasks in each respective deliverable as stated in the SOW.

Overhead shall be included at the rate of 15% of invoiced expenses.

All programmatic questions should be directed to:

Jonathan E. Sherin, M.D., Ph.D.
Director
County of Los Angeles – Department of Mental Health
510 S. Vermont Avenue, 22nd Floor | Los Angeles, CA 90020
Phone: (213) 738-4601
Email: JSherin@dmh.lacounty.gov

All invoice questions should be directed to:

Angel Baker
Division Chief, Program Development, MH
County of Los Angeles – Department of Mental Health
Office of Administrative Operations – Special Programs
510 S. Vermont Ave., 22nd Floor | Los Angeles, CA 90020
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510 S. Vermont Avenue, 15th Floor
Los Angeles, CA 90020



DEPARTMENT OF MENTAL HEALTH
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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

June 4, 2021

TO: Supervisor Hilda L. Solis, Chair
 Supervisor Holly J. Mitchell
 Supervisor Sheila Kuehl
 Supervisor Janice Hahn
 Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.
 Director

SUBJECT: NOTICE OF INTENT TO AMEND THE SOLE SOURCE CONTRACT WITH STEINBERG INSTITUTE TO SUPPORT LOS ANGELES COUNTY WITH INITIATIVES INVOLVING THE MENTAL HEALTH SERVICES ACT AND MENTAL HEALTH CIVIL COMMITMENT REFORM

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 increase the Total Contract Amount and extend the term of the current sole source contract with the Steinberg Institute for consultant services, to support DMH with initiatives involving the Mental Health Services Act (MHSA) and mental health civil commitment reform.

DMH will request that your Board authorize the extension of the current sole source contract effective July 1, 2022 through June 30, 2023, with an option to extend it an additional fiscal year, if necessary; and increase the Total Contract amount by \$275,000 for Fiscal Year (FY) 2021-22 and \$350,000 for FY 2022-23. The contract will be funded by 2011 Realignment Revenues and MHSA revenue.

JUSTIFICATION

The Steinberg Institute was established as a first-of-its-kind statewide non-profit organization. It is dedicated to raising the profile of quality mental health care as a critical public policy and civil rights issue. The Institute serves as a strong partner for the County

in reforming the mental health civil commitment process and strengthening the continuum of mental health care, with an emphasis on community based mental health services, including supportive housing for those with serious mental illness who are homeless.

The Steinberg Institute will continue to focus on building public leadership for targeted improvements in California's systems of mental and behavioral health by giving a clear and potent voice to people living with mental illness, fighting for more resources, better treatments, and an integrated system of care. Efforts by the Steinberg Institute have resulted in billions of additional dollars for mental health services, a more robust system of oversight, and public/private partnerships that promise improved research and treatments. Additionally, the Steinberg Institute works at bridging divides, bringing together thoughtful leaders from provider agencies, advocacy groups, research organizations, private industry, State and local agencies, and the Legislature. They also work to incorporate nontraditional partnerships and inspire leadership on issues of mental health with the goal of creating a more effective and equitable system of care.

As a powerful and effective advocate and problem solver for mental health care in California, with decades long history of championing policy issues affecting brain health, the Steinberg Institute is uniquely qualified, with its sound working relationships with the State Legislature and Executive departments, to assist the County with the development of a different type of mental health system that prioritizes service delivery to the largest number of residents countywide.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts), DMH is required to notify your Board at least six months prior to the expiration of an existing contract when departments intend to extend the term of the current contract beyond its original term and/or increase the total contract amount and do not have the delegated authority to do so. 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 commence negotiations and will present your Board a letter for approval to extend the sole source contract with the Steinberg Institute after this six month notification period.

Each Supervisor
June 4, 2021
Page 3

If you have any questions or concerns, please contact me at (213) 738-4601, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at (213) 738-4023.

JES:GCP:SK
RLR:MP:atm

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

SOLE SOURCE CHECKLIST

Department Name: Mental Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: March 5, 2019

March 5, 2019

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input checked="" 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 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.

Erika Bonilla

Digitally signed by Erika Bonilla
Date: 2021.11.10 17:45:38 -08'00'

11/10/21

Chief Executive Office

Date