



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

June 27, 2023

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

53 JUNE 27 2023

CELIA ZAVALA
EXECUTIVE OFFICER

APPROVAL TO EXECUTE A NEW 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 mental health education, support, and community outreach through diverse media platforms.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Department of Mental Health's Acting Chief Deputy Director (Acting Chief Deputy Director), or her 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 (CalMHSA) to fund Mental Health Prevention Programs in Los Angeles County. The Agreement will be effective July 1, 2023 through June 30, 2026. Total Compensation Amount (TCA) for three fiscal years is \$60,855,000, fully funded by State Mental Health Services Act (MHSA) revenue. The funding amount for Fiscal Year (FY)2023-24 is \$25,655,000 and \$17,600,000 each fiscal year thereafter.

2. Delegate authority to the Acting Chief Deputy Director, or her designee, to prepare, sign, and execute future amendments or modifications to the Agreement with CalMHSA, to revise Agreement language; extend the term, if appropriate; shift unspent funds to future years; increase the TCA; add, delete, modify, or replace Exhibit C – Statement of Work and Funding; and reflect federal, State and County regulatory and/or policy changes; provided that: 1) the County’s total payment does not exceed an increase of 10 percent from the last Board-approved TCA; 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 Acting Chief Deputy Director, or her designee, to terminate the Agreement in accordance with the termination provisions, including Termination for Convenience. The Acting Chief Deputy Director, or her designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow the Department of Mental Health (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. 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, services, and support available to all Los Angeles County residents and empower residents to reach out for support for themselves and others, and help residents navigate mental health treatment services.

Board approval of Recommendation 1 will allow DMH to execute the new sole source Participation Agreement with CalMHSA to provide Mental Health Prevention Programs in Los Angeles County, effective July 1, 2023 through June 30, 2026.

Board approval of Recommendation 2 will allow DMH to amend the Agreement to extend the term; add, delete, modify, or replace Exhibit C – Statement of Work and Funding; reflect federal, State, and County regulatory and/or policy changes; and/or modify the TCA and shift unspent funds to future fiscal years.

Board approval of Recommendation 3 will allow DMH to terminate the Agreement in accordance with the Agreement’s termination provisions 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 \$60,855,000 for three fiscal years. The funding amount for FY 2023-24 is \$25,655,000, and the funding amount for FY 2024-25 and FY 2025-26 is \$17,600,000 per each fiscal year. For FY 2023-24, \$17,000,000 is included in DMH's Operating Budget; the additional \$8,655,000 will be included in DMH's FY 2023-24 Supplemental Budget.

Funding for future fiscal 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

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. 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 MHSA regulations. Currently, CalMHSA consists of 57 member counties and cities, including Los Angeles County.

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 will allow CalMHSA to 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. 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.
- Support – CalMHSA will provide support to Los Angeles County Board of Supervisors (Board) and DMH. CalMHSA will 1) support the Board in 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; 2) support DMH in providing trauma-informed care to at-risk youth and families through partnerships with other Los Angeles County departments and contracted mental health providers, and in building supports through DMH's directly-operated provider network; and 3) help DMH in supporting the Los Angeles County Trust for Children's Health Program to help advocate for mental health services on- and off-campus and help to eliminate the stigma that keeps students and family members from seeking help. Supporting DMH will also help to enhance its ability to disseminate information related to mental health services for students and families.

- Stakeholder Engagement - CalMHSA will provide consultant services to train regional stakeholders on advocacy activities and develop educational materials for at-risk populations.
- Outreach – With the demand rising for mental health treatment and providers in short supply, CalMHSA will continue to develop outreach and engagement opportunities by implementing an awareness campaign designed to engage community workers and clinicians using DMH staff and staff at other County departments to provide awareness to the various County and community resources including awareness of anti-racism and disparity in Los Angeles County. CalMHSA 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 Mental Health Prevention Programs with CalMHSA was posted for public comment on January 20, 2023. 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 & Expenditure Plan, which has been extended by statute for one additional year due to the COVID-19 pandemic.

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

The Director of Mental Health currently serves on CalMHSA's Board of Directors, but she 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 May 16, 2023 (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.

The Honorable Board of Supervisors

6/27/2023

Page 5

Respectfully submitted,



Connie D. Draxler, M.P.A.

Acting Chief Deputy Director

CDD:KN:SK:RLR:CM:atm

Enclosures

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

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
SOLE SOURCE PARTICIPATION AGREEMENT
COVER SHEET**

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

Name of Program: Mental Health Services Act (MHSA) Prevention and Early Intervention: Prevention Programs for Los Angeles County Department of Mental Health

California Mental Health Services Authority ("CalMHSA" and "Contractor") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement.

- Exhibit A - Program Description
- Exhibit B - General Terms and Conditions
- Exhibit C - Statement of Work and Funding
- Exhibit D - Performance Requirements Summary Chart
- Exhibit E - Los Angeles County Department of Mental Health ("LACDMH") Administration
- Exhibit F - CalMHSA Administration

The maximum amount payable under this Agreement is \$60,855,000.

Funds payable under this agreement are subject to reversion:

- Yes: Reversion Date _____
- No

The term of the Program is July 1, 2023, through June 30, 2026

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller

Title: Executive Director Date: _____

Participant: Los Angeles County

Signed: _____ Name (Printed): Connie D. Draxler

Title: Acting Chief Deputy Director Date _____

PARTICIPATION AGREEMENT

Exhibit A - Program Description

- I. **Name of Program** – MHSA Prevention and Early Intervention: Prevention Programs for Los Angeles County Department of Mental Health.
- II. **Term of Program** - This is a three-year contract, effective July 1, 2023, through June 30, 2026, 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 electronic delivery.

- III. **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 efforts that align with MHSA Prevention and Early Intervention (PEI) strategies and goals. All efforts and programs administered under this agreement must adhere to PEI requirements and MHSA regulations.

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 by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Mental Health Services Division (MHSD) - The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member - 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, PEI Programs.
- E. Participant - Any 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 Exhibit A-Program Description, as further embodied in the Participation Agreement.
- G. Breach - Has the same meaning as the term "breach" at California Civil Code (CC) 1798.29.

Terms not defined herein shall have the meaning ascribed to them in the Participation Agreement unless their meaning is otherwise apparent from the context.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for the Program.
 - 2. Manage received funds consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Identify CalMHSA contact(s), Exhibit F - CalMHSA Administration. Exhibit F - CalMHSA Administration may be updated by either party and sent via electronic mail giving 10 days' prior written notice thereof to the other party.
 - 4. Provide regular fiscal reports to the Participant as stated in Exhibit D - Performance Requirements Summary Chart and/or other public agencies with a right to such reports.

5. Submit plans, updates, and/or work plans for review and approval by Participant representative as stated in Exhibit D - Performance Requirements Summary Chart.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer funds for the Program as specified in Exhibit C - Statement of Work and Funding.
2. Identify representative(s) authorized to act for Participant and receive notices on behalf of Participant regarding the Program, identified in Exhibit E - LACDMH Administration as Program Manager and Program Monitor. Exhibit E - LACDMH Administration may be updated by either party and sent via electronic mail giving 10 days' prior written notice thereof to the other party.
3. Identify a county employee 'Lead' for each program/project funded and managed under this agreement. The 'Lead' should be aware of the responsibilities of each party in this agreement.
4. Cooperate by providing CalMHSA with requested information and assistance as identified in C - Statement of Work and Funding to fulfill the purpose of the Program.
5. Ensure all requests to CalMHSA staff are in alignment with, and specific to, the programs managed under this agreement.
6. Review and approve program plans, deliverables, budgets, and invoices and provide feedback on Program performance within agreed upon timeframes, to the best of Participant's ability.
7. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, Amendment and Participant Withdrawal

- A. The term of the Program is for three fiscal years: July 1, 2023, through June 30, 2026.
- B. Except as otherwise provided for in Section IV of this Agreement, this Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties, except Exhibit E- LACDMH Administration and Exhibit F-CalMHSA Administration, which may be revised and submitted via electronic mail giving 10 days' prior written notice thereof to the other party.
- C. Subject to Section IV of this Agreement, any Participant may withdraw from the Program upon six (6) months' prior written notice unless otherwise stated in V.B. of this agreement. Notice shall be via electronic mail to the representatives identified on Exhibit E-LACDMH Administration and Exhibit F-CalMHSA Administration. Notice shall be deemed served on the date of delivery via electronic mail.

IV. Withdrawal, Cancellation and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date electronic delivery.
 - B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
 - C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.
- v. Budget Reductions/Funding, Amending Program Operations and Administration, Cancellation and Shutdown of the Program
- A. Budget Reductions – In the event that the Los Angeles County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the contractor under this Agreement will also be reduced correspondingly. The County’s notice to CalMHSA regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, must continue to provide all of the services set forth in this Contract.
- vi. Fiscal Provisions; Order of Precedence
- A. Funding required from the Participants will not exceed the amount stated in Exhibit C-Statement of Work and Funding.
 - B. County will provide the funding amount stated in Exhibit C-Statement of Work and Funding, which includes administrative fees.
 - C. CalMHSA will invoice the County according to Exhibit C-Statement of Work and Funding. to successfully carry out its contractual obligations.

- D. Other than with respect to this Section VI hereof, in the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or description of any task/deliverable or service between the base Participation Agreement and Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Participation Agreement, then the Statement of Work and Funding, Exhibit C and then the Performance Requirements Summary Chart, Exhibit D.

PARTICIPATION AGREEMENT
Exhibit C –Statement of Work and Funding

CalMHSA will be contracted to provide overall administrative oversight, contract procurement and program management related to LACDMH's Prevention and Early Intervention (PEI) efforts, Stakeholder Engagement activities and Workforce Development efforts.

The goal of prevention programs is to reduce risk factors for developing potentially serious mental illness and to build protective factors. The goal of stakeholder engagement activities is to enhance the MHSA required Community Planning Process and to strengthen the LA County workforce. The goal of LACDMH and CalMHSA is to engage vendors, community partners and other experts to reach Los Angeles County residents who may be at risk of developing a serious mental illness and foster awareness of mental health topics and available services.

This collaborative effort between CalMHSA and LACDMH will include the following activities:

1. Program Administration – CalMHSA is responsible for contract negotiation, contract management and overall program administration for all vendors and parties involved in supporting LACDMH's PEI, stakeholder, and workforce efforts under this agreement.
 - a. CalMHSA will assure that LACDMH Program Manager and/or Program Monitor reviews and approves each subcontract prior to execution of said sub-contract.
2. Program Management – In Collaboration with LACDMH, CalMHSA will develop objectives, partners, opportunities, strategies, timelines, and budgets for all activities defined within this agreement including:
 - a. Determine and oversee program evaluation needs.
 - b. Establish budgets for program partners and program activities.
 - c. Serve as oversight for all activities defined within this agreement.
 - d. Meet with key subcontractors, vendors, partners, consultants, etc. to manage contracts which includes discussion regarding contract deliverables, timelines, budgets, priorities, address under performance issues, etc. on an on-going basis.
 - e. Provide oversight and have a physical presence at events, activities, etc. as deemed appropriate by CalMHSA and LACDMH.
 - f. Facilitate regular communication with LACDMH staff, teams and Leadership regarding program progress, program development, and funding.
3. Fiscal Management and Reporting
 - a. CalMHSA will provide oversight of program fund expenditures, budget planning and management.
 - b. CalMHSA will provide fiscal updates as stated in Exhibit D - Performance

Requirements Summary Chart on funding expenditures per sub-contractor.

4. Programmatic reporting to LACDMH
 - a. CalMHSA program management and department staff will meet with the LACDMH representative in an agreed-upon cadence but no less frequently than once per month. Additional in person/teleconference meeting(s) will be identified and scheduled as needed.
 - b. CalMHSA Program Manager or designee will provide regular program updates as stated in Exhibit D-Performance Requirements Summary Chart to include reports with supporting documentation that informs on deliverables status/completion. These reports will include any fiscal updates and accounting of funds spent. Failure to submit above mentioned reports and updates may result in delay or cancellation of future advances to CalMHSA.
 - c. CalMHSA will retain digital copies of all work for five years after close of each fiscal year and make all documents available in case of audit.

5. Program efforts that are in alignment with PEI regulations will include but are not limited to:
 - a. Media efforts and campaigns
 - b. Social Impact Partnerships
 - c. Community engagement
 - d. Innovative technologies and innovative Prevention Programs
 - e. Suicide prevention
 - f. Mental Health stigma and discrimination reduction
 - g. May Mental Health Awareness events
 - h. Capacity building
 - i. Support Los Angeles Trust for Children's Health Program
 - j. Awareness of anti-racism and disparity

6. Funding and Payment Schedules

Projected budget allocation and statement of work are subject to change due to changing LACDMH priorities. Any unspent funds from a previous FY will be deducted from next FY 1st payment.

LACDMH will provide funding and the administrative fee as identified in Table 1 below.

Table 1: Funding

Fiscal Year	Program Funding	Administrative Fee 15%	Total Program Budget
2023-2024	\$22,308,696	\$3,346,304	\$25,655,000
2024-2025	\$15,304,348	\$2,295,652	\$17,600,000
2025-2026	\$15,304,348	\$2,295,652	\$17,600,000
Total	\$52,917,392	\$7,937,608	\$60,855,000

LACDMH will advance the funding to CalMHSA according to the schedules below (Tables 2-4).

Table 2: Fiscal Year 2023-2024

Payment Date	Payment Amount
July 1, 2023	\$6,413,750
October 1, 2023	\$6,413,750
January 1, 2024	\$6,413,750
April 1, 2024	\$6,413,750
Total	\$25,655,000

Table 3: Fiscal Year 2024-2025

Payment Date	Payment Amount
July 1, 2024	\$8,800,000
January 1, 2025	\$8,800,000
Total	\$17,600,000

Table 4: Fiscal Year 2025-2026

Payment Date	Payment Amount
July 1, 2025	\$8,800,000
January 1, 2026	\$8,800,000
Total	\$17,600,000

PARTICIPATION AGREEMENT
Exhibit D – Performance Requirements Summary Chart

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
Exhibit C- Statement of Work and Funding Section 4.b.	CalMHSA shall provide monthly program/project updates within 30 calendar days after the close of each quarter to include reports with supporting documentation that informs on deliverables status/completion.	CalMHSA to upload expenditure reports to One Drive.
Exhibit C- Statement of Work and Funding Section 3.b.	CalMHSA shall provide quarterly fiscal updates on funding expenditures.	CalMHSA to upload updates to One Drive.
Exhibit B-General Terms and Conditions Section II.A.3 and Exhibit F.	CalMHSA shall notify the County, in writing, of any change to the CalMHSA's Project manager, including, but not limited to, the name, address, title, etc.	Confirmation of documentation via email.
Exhibit C- Statement of Work and Funding Section 1.a.	CalMHSA shall obtain County's written approval prior to subcontracting any work.	Confirmation of documentation via email.
Exhibit C- Statement of Work and Funding Section 4.b.	CalMHSA shall notify the County when a project is completed prior to the end of the fiscal year and provide a report 90 calendar days after the end of the project.	Notification to County. CalMHSA to upload report to One Drive.
Exhibit C- Statement of Work and Funding Section 4.b.	CalMHSA shall provide a final report of all the projects completed 90 calendar days after the end of the fiscal year.	Notification to County. CalMHSA to upload report to One Drive.

PARTICIPATION AGREEMENT
Exhibit E - LACDMH Administration

SIGNATORY ACTING CHIEF DEPUTY DIRECTOR OF MENTAL HEALTH:

Name: Connie D. Draxler
Title: Acting Chief Deputy Director
Address: 510 S. Vermont Avenue
Los Angeles, CA., 90020
Telephone: (213) 738-4926
E-Mail Address: CDraxler@dmh.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Kalene Gilbert
Title: Mental Health Program Manager IV
Address: 510 S. Vermont Avenue, Los Angeles, CA., 90020
Telephone: (213) 943-8223
E-Mail Address: KGilbert@dmh.lacounty.gov

COUNTY PROGRAM MONITOR:

Name: Robin Ramirez
Title: Administrative Services Manager III
Address: 510 S. Vermont Avenue, Los Angeles, CA., 90020
Telephone: (213) 943-8183
E-Mail Address: RRamirez@dmh.lacounty.gov

PARTICIPATION AGREEMENT
Exhibit F – CalMHSA Administration

CalMHSA'S CONTRACT MANAGER:

Name: Brittany Ganguly
Title: Senior Program Manager
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (279) 234-0722
Facsimile: _____
E-Mail Address: brittany.ganguly@calmhsa.org

CalMHSA's AUTHORIZED OFFICIAL(S)

Name: Amie Miller
Title: Executive Director
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (279) 234-0701
Facsimile: _____
E-Mail Address: amie.miller@calmhsa.org

Notices to CalMHSA shall be sent to the following:

Name: Amie Miller
Title: Executive Director
Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815
Telephone: (279) 234-0701
Facsimile: _____
E-Mail Address: amie.miller@calmhsa.org



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

May 16, 2023

TO: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Kathryn Barger

FROM: Connie D. Draxler, MPA
Acting Chief Deputy Director

A handwritten signature in blue ink that reads "Connie D. Draxler".

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW 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 and Amendments), 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 Mental Health Prevention Programs in Los Angeles County.

DMH will request that your Board approve a new sole source Participation Agreement with CalMHSA effective July 1, 2023 through June 30, 2026. Total Compensation Amount for three fiscal years is \$60,855,000, fully funded by State Mental Health Services Act (MHSA) revenue. The funding amount for Fiscal Year 2023-24 is \$25,655,000 and \$17,600,000 each fiscal year thereafter.

The new sole source Participation Agreement with CalMHSA will provide various Mental Health Prevention Programs that focus on prevention mental health education, support, and community outreach through diverse activities and media platforms. In addition, CalMHSA will provide workforce support to increase recruitment and engagement efforts.

Each Supervisor
May 16, 2023
Page 2

JUSTIFICATION

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 counties and city members. CalMHSA is a Joint Powers Authority under California Government Code Section 6500 et seq, 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 State MHSA regulations.

DMH's partnership with CalMHSA will provide essential mental health resources and support to all Los Angeles County residents. 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. CalMHSA will aid in the engagement of stakeholders to enhance and improve DMH's stakeholder process. 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. CalMHSA will also help DMH in supporting the Los Angeles Trust for Children's Health Program to help advocate for mental health services on- and off-campus and help to eliminate the stigma that keeps students and family members from seeking help. Supporting DMH will also help to enhance its ability to disseminate information related to mental health services for students and their families. In addition, with the demand rising for mental health treatment and providers in short supply, CalMHSA will implement an awareness campaign designed to engage community workers and clinicians and improve awareness of anti-racism and disparity in Los Angeles County.

The Director of Mental Health currently serves on CalMHSA's Board of Directors, but 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 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for a new sole source contract. 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.

Each Supervisor
May 16, 2023
Page 3

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 Prevention Programs in Los Angeles County.

If you have any questions, or require additional information, please contact me at CDraxler@dmh.lacounty.gov or at (213) 738-4926, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or at (213) 943-9146.

CDD:KN:SK
RLR:CM:atm

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

SOLE SOURCE CHECKLIST

Department Name: Mental Health

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS 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"/>	➤ 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 and time to replace an existing system or infrastructure, administrative cost and time 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
Chief Executive Office

6/12/23
Date