



**LAC  
DMH**

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
500 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



ROBIN KAY, PH.D.  
Acting Director

DENNIS MURATA, M.S.W.  
Acting Chief Deputy Director

RODERICK SHANER, M.D.  
Medical Director

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 December 1, 2015

December 01, 2015

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

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO AMEND EXISTING DEPARTMENT OF MENTAL HEALTH  
AGREEMENTS FOR SUPPORTIVE SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to amend existing Supportive Services Agreements for the provision of on-site and/or scattered site supportive services for individuals with psychiatric disabilities and who reside in permanent supportive housing developments.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Acting Director of Mental Health (Acting Director), or her designee, to prepare, sign, and execute amendments, substantially similar to Attachment I, to 16 existing Department of Mental Health (DMH) Supportive Services Agreements as listed on Attachment II, for the purpose of correcting the initial term and the extension periods.
2. Approve and authorize the Acting Director, or her designee, to prepare, sign, and execute amendments, substantially similar to Attachment III, to five existing DMH Supportive Services Agreements as listed on Attachment II. These amendments will extend the term of the agreements and add funds to enable these five contractors to continue the provision of supportive services under the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan's Housing Trust Fund Program. The amendments will be effective upon your Board's approval with a total increase to the Contractors' Total Agreement Amounts (TAA) of \$738,681, for the five contractors for Fiscal Year (FY) 2015-16 as listed on Attachment II, fully funded by State MHSA revenue.
3. Delegate authority to the Acting Director, or her designee, to prepare, sign, and execute future

amendments to the Supportive Services Agreements listed on Attachment II and, for each contract, establish as a new TAA the aggregate of the original agreement and all amendments provided that: 1) the County's total payment to each contract provider for FY 2015-16 does not exceed an increase of 20 percent from the applicable TAA which the Board is being asked to approve in Attachment II; 2) any such increase is used to provide additional and/or a continuation of services, or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to any such amendment; 5) the County and each contractor may, by written amendment, reduce programs or services without reference to the 20 percent limitation and revise the applicable TAA; and 6) the Acting Director, or her designee, notifies your Board and the Chief Executive Office (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the requested actions will allow DMH to amend its Supportive Services Agreements to continue the provision of these supportive services.

On May 19, 2009, a Board letter was adopted granting DMH authority to enter into 12 Supportive Services Agreements. Subsequently, four additional agreements were executed with agencies located in the Fourth and Fifth Supervisorial Districts. These Supportive Services Agreements had an original five-year term which would have ended on May 18, 2014. Additionally, the May 19, 2009, Board letter granted DMH authority to extend the original term of these agreements for up to seven one-year extensions which would have had an end date of May 18, 2021.

However, the executed agreements erroneously stated June 30, 2013, as the end date of the original term. Thus the subsequent seven one-year extension periods were also incorrect. With this Board letter, DMH intends to correct these inadvertent errors by amending all of its Supportive Services Agreements.

The May 19, 2009, Board letter granted delegated authority to DMH to extend the term of the agreements for up to seven one-year extensions if the allocated funds were not expended within the original term. In exercising this authority, DMH extended the term of its Supportive Services Agreements. However, in doing so, DMH expended the original allocations of the five Supportive Services Agreements listed on Attachment II, thus necessitating the need to return to your Board to amend them. The extension of the term of these agreements and the addition of funds will enable the contractors to continue providing on-site supportive services to homeless individuals with psychiatric disabilities within their communities.

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

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

### **FISCAL IMPACT/FINANCING**

The total cost of the increase of the amendments for the five contractors who require additional funds is \$738,681, which is fully funded by State MHSA revenue. Funding for these amendments is included in DMH's FY 2015-16 Final Adopted Budget.

There is no cost associated with amending the agreements of the remaining 11 contractors, given that those contractors have not fully expended the original allocation.

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

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

The amendments will prevent an interruption of services to formerly homeless individuals with psychiatric disabilities, who reside in Permanent Supportive Housing, while DMH prepares a new solicitation for parties interested in providing or continuing the provision of supportive services.

The attached amendment formats (Attachment I and Attachment III) have been approved as to form by County Counsel. DMH administrative staff will administer and monitor the agreements, evaluate programs to ensure that quality services are being provided to clients, and make certain that agreement provisions and departmental policies are followed.

Attachment II includes information regarding these Supportive Services Agreements, the contractor names, the Supervisorial Districts in which their headquarters are located, and the revised TAAs.

In accordance with your Board Policy Manual, Section No. 5.120, Authority to Approve Increases to Board Approved Contract Amounts, DMH notified your Board on November 9, 2015 (Attachment IV), of its intent to request delegated authority of more than 10 percent for these agencies. This authority will allow DMH greater capacity to amend the Agreement and implement additional services in a more timely and expeditious manner.

### **CONTRACTING PROCESS**

On February 14, 2006, the State Department of Mental Health approved the initial DMH MHSA CSS Plan which included one-time funds to help capitalize a Housing Trust Fund to support the development of new permanent supportive housing for individuals of all ages with psychiatric disabilities, particularly individuals who are homeless or at risk of homelessness. As a result, DMH led a competitive solicitation for the purposes of permanent supportive housing.

On May 19, 2009, your Board authorized DMH to enter into Supportive Services Agreements with 12 contractors for the purposes of permanent supportive housing. Subsequent to the May 19, 2009, Board letter, DMH entered into four additional Supportive Services Agreements in Supervisorial Districts Four and Five.

DMH intends to amend all 16 of its Supportive Services Agreements to correct the end date of the original term and the extension periods. Additionally, DMH intends to amend the five Supportive Services Agreements to both extend the term of the agreements and add funds.

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

Board approval of the proposed actions will allow the five contractors to maintain continuity of service under the MHSA CSS Plan's Housing Trust Fund Program for individuals with mental illness, and their families, living throughout Los Angeles County. These funds are critical to Los Angeles County's

The Honorable Board of Supervisors

12/1/2015

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commitment to end homelessness and provide the supportive services necessary to assist individuals with psychiatric disabilities in successfully maintaining permanent housing and living independently.

Respectfully submitted,

Handwritten signature of Robin Kay, Ph.D. in cursive script.

ROBIN KAY, Ph.D.

Acting Director of Mental Health

RK:DM:AB:MF:mm

Enclosures

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

CONTRACT NO. MH \_\_\_\_\_

AMENDMENT NO. \_\_

THIS AMENDMENT is made and entered into this \_\_ day of, 2015, by and between the COUNTY OF LOS ANGELES (hereafter "County") and \_\_\_\_\_ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated May 12, 2009 or July 19, 2010, (*use accordingly*) identified as County Agreement No. MH \_\_\_\_\_, (hereafter "Agreement") or as subsequently amended (hereafter collectively "Agreement"); (*use accordingly*) and

WHEREAS, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to extend the term of this Agreement through May 18, 2016; and

WHEREAS, County and Contractor intend to amend Agreement to accurately reflect the correct end date of the Initial Period in the Agreement; and

WHEREAS, County and Contractor intend to amend Agreement to accurately reflect the correct Extension Periods in the Agreement.

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

1. The term of this Agreement is extended through May 18, 2016.
2. TERM Paragraph 1 A Initial Period shall be deleted in its entirety and the following substituted therefore:

“A. Initial Period: The period of this Agreement shall commence on May 12, 2009 or July 19, 2010 (*use accordingly*) and shall continue in full force and effect through May 18, 2014. However, for those projects not presently in service no payment shall be made before the date that the Department receives the certificate of occupancy indicating the project is completed and ready to be placed into service.”

3. TERM Paragraph 1 C Extension Period(s) shall be deleted in its entirety and the following substituted therefore:

“C. Extension Period(s): After the Initial Period, this Agreement may be extended by DMH, in its sole discretion, for up to seven additional one year terms without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on May 19, 2014 and shall continue in full force and effect through May 18, 2015.

(2) Second Extension Period: If this Agreement is extended, the Second Extension Period shall commence on May 19, 2015 and shall continue in full force and effect through May 18, 2016.

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(3) Third Extension Period: If this Agreement is extended, the Third Extension Period shall commence on May 19, 2016 and shall continue in full force and effect through May 18, 2017.

(4) Fourth Extension Period: If this Agreement is extended, the Fourth Extension Period shall commence on May 19, 2017 and shall continue in full force and effect through May 18, 2018.

(5) Fifth Extension Period: If this Agreement is extended, the Fifth Extension Period shall commence on May 19, 2018 and shall continue in full force and effect through May 18, 2019.

(6) Sixth Extension Period: If this Agreement is extended, the Sixth Extension Period shall commence on May 19, 2019 and shall continue in full force and effect through May 18, 2020.

(7) Seventh Extension Period: If this Agreement is extended, the Seventh Extension Period shall commence on May 19, 2020 and shall continue in full force and effect through May 18, 2021.”

4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Acting Director of Mental Health or her 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 \_\_\_\_\_  
ROBIN KAY, Ph.D.  
Acting Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Interim Chief, Contracts Development  
and Administration Division

mm: Amendment format to correct and extend term

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
Supportive Services Agreements

Attachment II

No.	Contractor	Contract No.	Sup District (HQ)	Extend the term	Add funds/Amendment Amount	Revised TAA
1	Mental Health America of Los Angeles 100 W. Broadway, Suite 5010 Long Beach, CA 90802	MH190053	4	✓	\$91,479	\$496,277
2	Ocean Park Community Center 1453 16th Street Santa Monica, CA 90404	MH190055	3	✓	\$113,208	\$741,084
3	Emotional Health Association dba SHARE! The Self-Help And Recovery, Inc. 6666 Green Valley Circle Culver City, CA 90230	MH190084	2	✓	\$150,000	\$912,827
4	LAMP, Inc. 527 Crocker Street Los Angeles, CA 90013	MH190052	2	✓	\$142,049	\$817,052
5	A Community of Friends (ACOF) 3345 Wilshire Blvd., Suite 1000 Los Angeles, CA 90010	MH190048	2	✓	\$241,945	\$961,945
6	David & Margaret Home, Inc. 1350 Third Street La Verne, CA 91750	MH190082	5	✓		
7	Downtown Women's Center 442 South San Pedro Street Los Angeles, CA 90013	MH190049	1	✓		
8	Gateways Hospital and Mental Health Center 1891 Effie Street Los Angeles, CA 90026	MH190050	1	✓		
9	L.A. Family Housing Corporation 7843 Lankershim Blvd North Hollywood, CA 91605	MH190051	3	✓		
10	Mental Health America of Los Angeles 100 W. Broadway, Suite 5010 Long Beach, CA 90802	MH190083	4	✓		
11	PATH Ventures 340 N. Madison Ave Los Angeles, CA 90004	MH190056	2	✓		
12	People Assisting the Homeless (P.A.T.H.) 340 North Madison Avenue Los Angeles, CA 90004	MH190057	2	✓		
13	San Fernando Valley Community Mental Health Center, Inc. 16360 Roscoe Blvd., 2nd Fl. Van Nuys, CA 91406	MH190058	3	✓		
14	Skid Row Housing Trust 1317 E. 7th Street Los Angeles, CA 90021	MH190059	2	✓		
15	Swarthy World Societies 36509 Clearwood Court Palmdale, CA 93550	MH190080	5	✓		
16	Volunteers of America of Los Angeles 3600 Wilshire Blvd., Suite 1500 Los Angeles, CA 90010-2619	MH190085	4	✓		

CONTRACT NO. MH \_\_\_\_\_

AMENDMENT NO. \_\_

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WHEREAS, County and Contractor have entered into a written Agreement, dated May 12, 2009 or July 19, 2010, (*use accordingly*) identified as County Agreement No. MH \_\_\_\_\_, (hereafter "Agreement") or as subsequently amended (hereafter collectively "Agreement"); (*use accordingly*) and

WHEREAS, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2015-16, County and Contractor intend to amend Agreement to increase the Total Agreement Amount (TAA) to continue providing on-site and/or scattered supportive services to individuals with psychiatric disabilities, and who reside in permanent supportive housing developments through the implementation of the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan's Housing Trust Fund; and

WHEREAS, County and Contractor intend to amend Agreement to extend the term of this Agreement through May 18, 2016; and

WHEREAS, County and Contractor intend to amend Agreement to accurately reflect the correct end date of the Initial Period in the Agreement; and

WHEREAS, County and Contractor intend to amend Agreement to accurately reflect the correct Extension Periods in the Agreement.

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

1. For FY 2015-16, the TAA is increased by \$\_\_\_\_\_, to continue providing on-site and/or scattered supportive services to individuals with psychiatric disabilities, and who reside in permanent supportive housing developments. For FY 2015-16, the TAA is increased by \$\_\_\_\_\_ and the revised TAA is \$\_\_\_\_\_.
2. The term of this Agreement is extended through May 18, 2016.
3. TERM Paragraph 1 A Initial Period shall be deleted in its entirety and the following substituted therefore:

“A. Initial Period: The period of this Agreement shall commence on May 12, 2009 or July 19, 2010 (*use accordingly*) and shall continue in full force and effect through May 18, 2014. However, for those projects not presently in service no payment shall be made before the date that the Department receives the certificate of occupancy indicating the project is completed and ready to be placed into service.”
4. TERM Paragraph 1 C Extension Period(s) shall be deleted in its entirety and the following substituted therefore:

“C. Extension Period(s): After the Initial Period, this Agreement may be extended by DMH, in its sole discretion, for up to seven additional one year terms without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice

to the other party not less than 30 calendar days prior to the end of the Initial Period.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on May 19, 2014 and shall continue in full force and effect through May 18, 2015.

(2) Second Extension Period: If this Agreement is extended, the Second Extension Period shall commence on May 19, 2015 and shall continue in full force and effect through May 18, 2016.

(3) Third Extension Period: If this Agreement is extended, the Third Extension Period shall commence on May 19, 2016 and shall continue in full force and effect through May 18, 2017.

(4) Fourth Extension Period: If this Agreement is extended, the Fourth Extension Period shall commence on May 19, 2017 and shall continue in full force and effect through May 18, 2018.

(5) Fifth Extension Period: If this Agreement is extended, the Fifth Extension Period shall commence on May 19, 2018 and shall continue in full force and effect through May 18, 2019.

(6) Sixth Extension Period: If this Agreement is extended, the Sixth Extension Period shall commence on May 19, 2019 and shall continue in full force and effect through May 18, 2020.

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(7) Seventh Extension Period: If this Agreement is extended, the Seventh Extension Period shall commence on May 19, 2020 and shall continue in full force and effect through May 18, 2021.”

5. Exhibit B – (Payment Schedule) shall be deleted in its entirety and replaced with Exhibit B – x (Payment Schedule), attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit B – (Payment Schedule) shall be deemed amended to refer to “Exhibit B – x (Payment Schedule).”

6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Acting Director of Mental Health or her 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 \_\_\_\_\_  
ROBIN KAY, Ph.D.  
Acting Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Interim Chief, Contracts Development  
and Administration Division

mm: Amendment format increase TAA for five agencies



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
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ROBIN KAY, Ph.D.  
Acting Director

DENNIS MURATA, M.S.W.  
Acting Chief Deputy Director

RODERICK SHANER, M.D.  
Medical Director

November 9, 2015

TO: Each Supervisor  
FROM: *Robin Kay*  
Robin Kay, Ph.D.  
Acting Director

SUBJECT: **NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY TO APPROVE A PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE TOTAL AGREEMENT AMOUNTS OF FIVE SUPPORTIVE SERVICES AGREEMENTS**

This is to advise your Board that the Department of Mental Health (DMH) is scheduling a Board letter for the December 1, 2015, agenda requesting approval to amend five Supportive Services Agreements that have reached their previously approved delegated authority and to establish a new Total Agreement Amount (TAA) for each Supportive Services Agreement. The Board letter also requests an additional ten percent for a total of twenty percent delegated authority to increase the revised TAAs of the Supportive Services Agreements.

In accordance with Board of Supervisors Policy No. 5.120, prior Board notice is required for any department requesting delegated authority to increase Board-approved contracts over ten percent.

### **JUSTIFICATION**

This authority will prevent an interruption of services to formerly homeless individuals with psychiatric disabilities who reside in Permanent Supportive Housing while the Department prepares a new solicitation for parties interested in providing or continuing the provision of supportive services.

Should there be a need to exceed the twenty percent delegated authority, DMH will return to your Board with a request for authority to amend the contracts accordingly.

### **NOTIFICATION TIMELINE**

Consistent with the procedures of Board Policy No. 5.120, we are informing your Board of our intention to proceed with filing the Board letter with the Executive Office of the Board of Supervisors for the December 1, 2015, Board meeting.

Each Supervisor  
November 9, 2015  
Page 2

If you have any questions or concerns please contact me, or your staff may contact Angel Baker, Interim Chief, Contracts Development and Administration Division, at (213) 738-4684.

RK:DM:MF:mm

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Dennis Murata, M.S.W.  
Maria Funk, Ph.D.  
Reina Turner  
Angel Baker