COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
23
OCT 21 2008
SACHI A. HAMAI
EXECUTIVE OFFICER

October 21, 2008

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

Dear Supervisors:

APPROVAL TO AMEND EXISTING CONSULTANT SERVICES AGREEMENT WITH CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION FOR FISCAL YEAR 2008-09 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend a Consultant Services Agreement with California Mental Health Directors Association to provide consultation and technical assistance for ongoing and new Mental Health Services Act programs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute Amendment No. 4, substantially similar to the Attachment, to the existing Department of Mental Health (DMH) Consultant Services Agreement No. MH050011 with California Mental Health Directors Association (CMHDA) to increase the Total Compensation Amount (TCA) by $52,235, from $160,700 to $212,935, for Fiscal Year (FY) 2008-09, funded by Mental Health Services Act (MHSA) funding, and with the option to extend funding to FY 2009-10 if funds are available for the provision of consultation and technical assistance for ongoing and new MHSA programs. The Amendment will be effective upon Board approval through June 30, 2009.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to this Agreement and establish as a new TCA the aggregate of the original Agreement and all amendments through and including this Amendment, provided that: 1) the County's total payments to the

Contractor under this Agreement for the applicable FY do not exceed an increase of 20 percent from the applicable Board-approved TCA; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designee, is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services, without reference to the 20 percent limitation; and 6) the Director of Mental Health provides written notification to your Board within 30 days after the execution of any Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will provide the Department consultation and technical assistance needed to continue implementing new and ongoing MHSA programs. As a statewide organization, CMHDA collaborates with State agencies, including the State Department of Mental Health, on issues of importance to California's county mental health agencies. The CMHDA will coordinate assistance for all California counties by identifying consultants with relevant expertise, and by providing public policy development, issue identification and analysis, government relations, and advocacy. The estimated cost of $52,235 represents the County of Los Angeles' share of CMHDA's statewide efforts. Board approval is necessary to amend the Agreement with CMHDA as the recommended increase of $52,235 exceeds DMH's delegated authority.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County Strategic Plan Goal 3, "Organizational Effectiveness"; and Goal 7, "Health and Mental Health."

FISCAL IMPACT/FINANCING

The $52,235 increase for FY 2008-09 is fully funded with MHSA funds that are included in DMH's FY 2008-09 Adopted Budget. CMHDA's revised TCA will total $212,935 for FY 2008-09. There is no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, DMH has a Consultant Services Agreement with CMHDA through June 30, 2010, for the provision of consultation and technical assistance on educational arts therapy programs in the juvenile halls and camps. Upon Board approval, CMHDA will also provide consultation and technical assistance for ongoing and new MHSA programs. DMH has contracted with CMHDA, a non-profit private agency, to provide

consultant services in the field of specialized mental health organizational and systems planning, development, and implementation, since May 9, 2000.

The Amendment format has been approved as to form by County Counsel. The CEO has reviewed and approved the proposed actions. Administrative staff of DMH will continue to administer and supervise the Agreement and ensure that the Agreement provisions and Departmental policies are being followed.

IMPACT ON CURRENT SERVICES

The provision of expert consultation and technical assistance will improve the efficiency and effectiveness of mental health operations. As a result, the recommended actions are expected to improve the quality and quantity of services for the Department, its partners, and stakeholders.

CONCLUSION

DMH will need one copy of the adopted Board actions. DMH requests that the Executive Officer of the Board of Supervisors notify DMH's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

Robin Kay for

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:DM:RK:AB

Attachment

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

ATTACHMENT

CONTRACT NO. MH050011

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this __ day of _____, 2008, by and between the COUNTY OF LOS ANGELES (hereafter "County") and CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION (CMHDA) (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written agreement, dated June 12, 2007, identified as County Agreement No. MH050011, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2008-09, County and Consultant intend to amend Agreement only as described hereunder; and

WHEREAS, for FY 2008-09, County and Consultant intend to amend Agreement to add $52,235 of Mental Health Services Act (MHSA) funds to the Total Compensation Amount (TCA) for consultation and technical assistance on MHSA planning and implementation issues; and

WHEREAS, for FY 2008-09, the TCA will increase by $52,235 to $212,935.

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

1. Paragraph 5.0 (COMPENSATION), subparagraphs 5.1 and 5.2 shall be deleted in their entirety and the following substituted therefor:

"5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A-4, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B-4. Total compensation for all services furnished hereunder shall not exceed the sum of TWO HUNDRED TWELVE THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS ($212,935) for Fiscal Year 2008-2009 and ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED DOLLARS ($160,700) for Fiscal Year 2009-2010. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A-4.

5.2 The Total Compensation Amount for this Agreement shall not exceed TWO HUNDRED TWELVE THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS ($212,935) for Fiscal Year 2008-2009 and ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED DOLLARS ($160,700) for Fiscal Year 2009-2010. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue
Los Angeles, CA 90020
ATTN: Program Manager"

2. Exhibit A-3 (Statement of Work) shall be deleted in its entirety and replaced with Exhibit A-4 (Statement of Work), attached hereto and incorporated herein by reference.

3. Exhibit B-3 (Fee Schedule) shall be deleted in its entirety and replaced with Exhibit B-4 (Fee Schedule), attached hereto and incorporated herein by reference.

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 Director of Mental Health or his designee, and Consultant has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

CALIFORNIA MENTAL HEALTH
DIRECTORS ASSOCIATION
CONSULTANT

By _____

Name Patricia Ryan

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

MK:CMHDA:08-09:CMHDA Amend 4 MHSA

EXHIBIT A-4

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION
STATEMENT OF WORK

FISCAL YEARS 2008-09, and 2009-10

Mental Health Services Act Planning and Implementation

As determined by the California Mental Health Directors Association (CMHDA) Governing Board, a staff position is needed to provide consultation and technical assistance to counties, including Los Angeles County, on Mental Health Services Act (MHSA) issues. A portion of the funding needed to cover the costs involved will be borne by each of the counties in the State. Among the duties of this position are the following:

1. Review, analyze and summarize Department of Mental Health (DMH) MHSA proposed documents.
2. Attend and report to membership on meetings of the Oversight and Accountability Commission.
3. Keep CMHDA members informed about activities and deadlines.
4. Coordinate the activities of CMHDA work groups to analyze DMH work products.
5. Draft CMHDA response to DMH work products based on input from work groups.
6. Act as primary resource person for the CMHDA members and staff on MHSA issues.
7. Develop and staff a MHSA Message Board on CMHDA's website.
8. Develop and keep updated a user-friendly MHSA page on CMHDA's website.
9. Provide monthly (or more often, as needed) written update on MHSA activities.
10. Coordinate training and technical assistance activities with California Institute for Mental Health.
11. Staff CMHDA policy committees as needed.
12. Other duties as assigned by the Director of Mental Health or his designee.

Consultation and Technical Assistance on Arts Therapy Programs

Counties retain CMHDA Consultants for assistance in developing and implementing new, evidence-based programs necessary to meet local/state/federal mandates, including U.S. Department of Justice requirements in the County of Los Angeles' Probation Department's juvenile halls and camps.

DMH will use consultation and technical assistance from CMHDA consultants to continue and expand upon existing educational arts therapy programs in the juvenile probation halls and camps. The consultants will provide services including, but not limited to:

- Directly providing performing and fine arts instruction to youths detained in the juvenile halls and camps;
- Providing all instructional materials, supplies, and/or instruments required to allow full participation in the program(s) by all enrolled students;
- Arranging age-, language-, educationally- and culturally-appropriate performances by dance, theater, vocal, instrumental, or other performing arts specialists; and
- Providing Probation and Mental Health Treatment teams with recommendations for program improvement and facilitation.

The CMHDA Consultants' work will be performed on-site at Barry J. Nidorf Juvenile Hall, Central Placement Unit, Los Padrinos Juvenile Hall, Camp Glenn Rockey and Camp Scott Scudder in Los Angeles County. Regular telephone conferences between Project Managers will provide DMH with progress reports on consultation services completed and those in process.

EXHIBIT B-4

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION
CONSULTANT SERVICES AGREEMENT
FEE SCHEDULE FOR FISCAL YEARS 2008-09 and 2009-10

	FY 2008-09	FY 2009-10
MHSA Planning and Implementation		
(273.91 hours @ $190.70/hour for Staff Specialist)		
MHSA	$ 52,235	$ 0
Educational Arts Therapy Programs Implementation		
(1607 hours @ $100.00/hour for Educational Arts Therapy Instructors)		
Sales Tax Realignment (CGF)	$ 145,700	$ 145,700
Intrafund Transfer from DCFS (CGF)	$ 15,000	$ 15,000
Total Compensation Amount	$ 212,935	$ 160,700

California Mental Health Directors Association (CMHDA) shall submit invoices (monthly for MHSA program, two invoices per quarter for Art/SMART program, and one invoice per quarter for Drumming for Life program) for the services prescribed under the Statement of Work. CMHDA shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

1. MHSA:

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
ATTN: Angel Baker, Administrative Manager

2. Educational Arts Therapy Programs:

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 4th Floor
Los Angeles, CA 90020
ATTN: Sandra Thomas, Deputy Director

In the event the State or federal government deny any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all of those specific denied claims, except for any claims which are denied due to the fault of the County. Any controversy or dispute arising from such State or federal denied claims shall be handled by Contractor in accordance with the applicable State and/or federal administrative appeal process.