COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

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Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

June 16, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 JUNE 16, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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:

REQUEST APPROVAL TO EXTEND CONSULTANT SERVICES AGREEMENTS WITH PACIFIC CLINICS AND MENTAL HEALTH AMERICA OF LOS ANGELES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to extend consultant services agreements with Pacific Clinics and Mental Health America of Los Angeles to continue the development and implementation of Mental Health Services Act Workforce Education and Training programs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute amendments substantially similar to Attachment I, to extend the Consultant Services Agreements No. MH050017 and No. MH050019 with Pacific Clinics and Mental Health America of Los Angeles (MHALA), respectively, for the development and implementation of Mental Health Services Act (MHSA) Workforce Education and Training (WET) programs for Fiscal Year (FY) 2009-10. The Total Contract Amount (TCA) for FY 2009-10 will be $558,900 for Pacific Clinics, and $1,135,000 for MHALA, fully funded with MHSA WET funds. The Amendments will be effective July 1, 2009 through June 30, 2010.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to these Agreements provided that: 1) the County's total payments to a contractor under this Agreement for FY 2009-10 do not exceed an increase of 20 percent from the applicable Board-approved TCA; 2) any such increase shall be used to provide additional services or reflect program and/or

policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Office (CEO), or designees, is obtained prior to any such Amendment; 5) the parties may, by written Amendment, reduce programs or services and revise the applicable TCA; and 6) the Director of Mental Health notifies your Board of Agreement changes within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval will enable DMH to extend the existing Agreements with MHALA and Pacific Clinics which will expire on June 30, 2009.

The extension of these Agreements will allow for continuation of the development and implementation of four distinct WET programs: the Mental Health Rehabilitation Specialist Training Services program, the College Faculty Immersion Training program, the Public Mental Health Workforce Staff Immersion Training program, and the Peer Support Training program – all designed to enhance the skills of staff in MHSA programs.

The Mental Health Rehabilitation Specialist Training Services Program prepares people with Bachelors or advanced degrees, or equivalent certification and experience, including consumers and family members, to work in the field of mental health as psycho-social rehabilitation specialists.

The College Faculty Immersion Training Program updates college and graduate school faculty on the current best practices and requirements for the human services workforce in real-world jobs.

The Public Mental Health Workforce Staff Immersion Training Program enhances the recovery knowledge and skills of public mental health workforce clinical staff, supervisors and administrators who are engaged in system transformation that focuses on a recovery-oriented system approach and implementation of the Community Services and Supports Plan.

The Peer Support Training Program provides certificated training in peer supportive services and skills for individuals interested in entering the public mental health workforce as mental health peer supporters. MHALA will render services under all four programs, whereas Pacific Clinics will provide services solely pertaining to the Mental Health Rehabilitation Specialist Training Services program.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 1, Operational Effectiveness, Goal 3, Community and Municipal Services, and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

For FY 2009-10, the total cost for the Pacific Clinics contract is $558,900, which is fully funded by MHSA WET funds and will be requested in the Department's FY 2009-10 Final Changes. All of these funds will be allocated to the Mental Health Rehabilitation Specialist Training (Attachment II).

For FY 2009-10, the total cost for the MHALA contract is $1,135,000, which is fully funded by MHSA WET funds and will be requested in the Department's FY 2009-10 Final Changes. Specific allocations by WET programs include $630,000 for Mental Health Rehabilitation Specialist Training, $100,000 for College Faculty Immersion Training, $225,000 for Public Mental Health Workforce Staff Immersion Training, and $180,000 for Peer Support Training Program (Attachment II).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 18, 2007, the Board approved one-year agreements with MHALA and Pacific Clinics to develop and implement the Workforce Training and Development Project (WTD) which was renamed WET by the State.

On June 19, 2008, DMH exercised its delegated authority, authorized by your Board on September 18, 2007, to execute amendments to these Agreements to extend the term for a period of 12 months, beginning July 1, 2008 through June 30, 2009 for the continuation of services under the MHSA WET programs.

Each of the WET programs provided under these agreements offers specialized lectures as well as interactive learning experiences to help guide staff in using recovery-oriented approaches in their work with clients enrolled in MHSA Full Service Partnership (FSP) programs and other MHSA-funded services. Individuals from all Service Areas are invited to participate in these projects. These training projects have become a significant resource for well-qualified individuals to staff MHSA-funded programs and those programs transforming to serve clients using a recovery approach.

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

CONTRACTING PROCESS

Pacific Clinics and MHALA currently have existing Consultant Services Agreements with DMH for the WET programs that will expire on June 30, 2009. These Agreements are being extended because of the continuing need to improve and enhance knowledge and skills of mental health staff to support clients to recover from mental illness and reach their full potential in recovery.

Due to the delayed State DMH approval of our WET Plan, time limitations prevented the Department from starting a solicitation process for services to be rendered during FY 2009-10, which must be in place by July 1, 2009. During FY 2009-10, a solicitation process will be undertaken for services to be rendered beginning FY 2010-11.

IMPACT ON CURRENT SERVICES

Board approval of the proposed actions will continue raising staff and educators' awareness of different trainings and encourage the transformation of service delivery to a recovery model approach to support a client and family driven system. In addition, such trainings are intended to increase employment of consumers and family members into the public mental health system. Priority is given to individuals who are bilingual, bicultural and can service the unserved and under-served communities. Implementation of WET training programs in all Service Areas has significantly enhanced the availability and quality of integrated, recovery-based services for mental health consumers throughout the County.

Respectfully submitted,

Robin Kay for

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

MJS:DM:RK:LTI

Attachments (2)

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

ATTACHMENT I

CONTRACT NO. _____

AMENDMENT NO. ___

THIS AMENDMENT is made and entered into this ___ day of ___, 2009, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (Consultant Services Agreement) (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated September 18, 2007, identified as County Agreement No. _____, and any subsequent amendment (hereafter collectively "Agreement"); and

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

WHEREAS, for Fiscal Year 2007-08, County and Consultant executed the Agreement to provide Mental Health Services Act (MHSA)/Community Services and Support (CSS) funding for the implementation of the Workforce Education and Training Programs (WET); and

WHEREAS, for Fiscal Year 2008-09, County and Consultant amended the Agreement to extend the term of this Agreement for a period of 12 months, beginning July 1, 2008 through June 30, 2009 to continue MHSA CSS funding for the WET programs; and

WHEREAS, for Fiscal Year 2009-10, County and Consultant intend to amend Agreement to **extend** the term of this Agreement for an additional 12 months, beginning July 1, 2009 through June 30, 2010 to continue MHSA WET programs to provide Mental Health Rehabilitation Specialist Training, the College Faculty Immersion Training, Public

Mental Health Workforce Staff Immersion Training, and Peer Support Training Program; and

WHEREAS, the Total Compensation Amount (TCA) for Fiscal Year 2009-10 will be $_____.

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

1. Paragraph 4.0 (TERM OF AGREEMENT), subparagraphs 4.1 and 4.2 shall be deleted in its entirety and the following substituted therefore:

"4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010."

"4.1 Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 47.0 (NOTICES)."

"4.2 Suspension of Payments: Payments to Consultant under this Agreement shall be suspended if Director, for good cause, determines that Consultant is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Consultant, including a statement of the reason(s) for such suspension. Thereafter, Consultant may, within 15 calendar days, request reconsideration of the Director's decision.

Payments shall not be withheld pending the results of the reconsideration process."

2. 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 _____DOLLARS ($_____) for Fiscal Year 2009-2010. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A-4. To request payment, Consultant shall present County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed _____DOLLARS ($_____) 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
Program Support Bureau
Workforce Education and Training Administration
550 South Vermont Avenue, 6th floor
Los Angeles, California 90020
ATTN: MHSA WET Coordinator

3. 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.

4. 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.

5. 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

_____
CONSULTANT

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 _____
Chief, Contracts Development
and Administration Division

FY08-09 AMENDMENT No.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
RFS No. 9 WORKFORCE EDUCATION AND TRAINING PROGRAM
AWARDS BY LEGAL ENTITY

Attachment II

FY 2009-10			**Workforce Education and Training Program**				
Name of Agency	Sup District	Service Area	MH Rehab Specialist Training	College Faculty Immersion Training	Public Mental Health Workforce Staff Immersion Training	Peer Support Training Program	**Total**
Mental Health America of Los Angeles	4	7	630,000	100,000	225,000	180,000	1,135,000
Pacific Clinics	5	3	558,900				558,900
FY 09-10 Total							1,693,900