**COUNTY OF LOS ANGELES**

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

ROBIN KAY, Ph.D.
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
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June 09, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 JUNE 9, 2010

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, California 90012

Dear Supervisors:

**APPROVAL TO AMEND 31 LEGAL ENTITY AGREEMENTS TO ADD CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS FUNDING FOR MENTAL HEALTH SERVICES FOR FISCAL YEAR 2010-11 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to amend 31 Legal Entity Agreements to add funding to California Work Opportunity And Responsibility To Kids programs to continue mental health services without interruption on a month-to-month basis for a period of up to six months for Fiscal Year 2010-11.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute amendments, substantially similar in format to Attachment A, to add California Work Opportunity And Responsibility To Kids (CalWORKs) funding to 31 existing Legal Entity (LE) Agreements that provide CalWORKs services, as listed in Attachment B, in order to continue providing mental health services on a month-to-month basis, not to exceed six months, beginning July 1, 2010 through December 31, 2010.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to these LE Agreements provided that: 1) approval by County Counsel and the Chief Executive Officer (CEO), or their respective designees, is obtained prior to any such Amendment; 2) County and contractor may, by written Amendment, reduce programs or services and revise the applicable MCA; 3) any revisions are used to provide additional services or to reflect

program or Board policy changes; and 4) the Director of Mental Health notifies your Board of Agreement changes in writing within 30 days after execution of each Amendment.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to execute Amendments to 31 LE Agreements that provide CalWORKs services on a month-to-month basis, not to exceed six months, in order to continue with their CalWORKs funding and to avoid interruption in services. This extension will allow the Department of Mental Health (DMH) to finalize contract negotiations with successful proposers who will be selected through the CalWORKs Request for Proposals (RFP) process which is currently in progress and will be concluded no later than December 31, 2010. The Department of Public Social Services (DPSS) allocates State CalWORKs funding to County departments, specifically to DMH for CalWORKs mental health supportive services designed to help Temporary Aid to Needy Families participants overcome barriers in obtaining and retaining employment. In addition, Board approval will allow the Department to amend the LE Agreements as the needs arise.

### Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 4, Health and Mental Health.

## FISCAL IMPACT/FINANCING

There is no net County cost.

The month-to-month funding to add the additional CalWORKs allocation for 31 LE Agreements is through an Intrafund Transfer from DPSS in the amount of $6,705,700. Funding is included in DMH's 2010-11 Proposed Budget. Although these 31 LE Agreements have various funding sources in addition to CalWORKs, the increase of the program funding being addressed pertains only to the CalWORKs program.

The monthly disbursement of funds to the 31 LE Agreements will be based upon submitted claims for mental health services provided to CalWORKs recipients. The monthly disbursements will be limited to one-sixth of the six-month allocation. The CalWORKs allocation will not be included in the contract service providers' Cash Flow Advance.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The request for the month-to-month addition of CalWORKs allocation will allow DMH to complete its contract negotiation process for the RFP. Current contract providers of CalWORKs services will be able to continue providing the necessary services without interruption to allow the solicitation process to be finalized with the successful RFP awardees to be concluded no later than December 31, 2010, and which will meet the State requirement for CalWORKs allocation.

The Amendment format has been approved as to form by County Counsel. The CEO has reviewed the proposed actions.

DMH will continue to supervise and monitor Contractors' adherences to the Agreements' provisions and DMH policies, and that performance outcomes are being achieved.

## CONTRACTING PROCESS

On January 11, 2010, DMH issued a RFP to provide CalWORKs mental health supportive services. The issuance of the RFP is in accordance with State requirements regarding the allocation of CalWORKs funding within Los Angeles County. The RFP was distributed to agencies on the Departmental Bidders list which included minority agencies. Announcements were published in local community and ethnic newspapers, as well as DMH's own internet site.

On February 2, 2010, DMH held a mandatory bidders' conference that was attended by 170 people, representing 106 agencies. DMH received 54 complete proposals by February 23, 2010. Seven panels, comprised of individuals representing the Department of Public Health, DPSS and DMH, met in mid-March to review and evaluate the proposals' program components on a standard evaluation scale.

The final awards' recipients are to be determined during the extension period of July 1, 2010 through December 31, 2010. Should any of the existing 31 LE Contractors not be awarded CalWORKs funds as the result of the RFP process, that Contractor will be given 30 days to transition their existing CalWORKs participants to those successful CalWORKs awardees under contract with DMH. RFP process requirements and time limitations prevent DMH from completing the RFP solicitation process before the beginning of the new contract term on July 1, 2010.

The Department will return to your Board to request authority to award three-year contracts to the successful proposers of the CalWORKs RFP.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

The 31 LE Contractors have existing agreements with DMH, and the addition of CalWORKs funding to these contract service providers is being requested in order to continue providing services without interruption, pending DMH's completion of the RFP process.

Respectfully submitted,

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

MJS:CW:DD:RK

Enclosures

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

**ATTACHMENT A**

CONTRACT NO._____

AMENDMENT NO. x

THIS AMENDMENT is made and entered into this____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 12,____, identified as County Agreement No. _____, and any subsequent amendments (hereafter collectively "Agreement"); and

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

WHEREAS, County and Contractor intend to amend Agreement to **add** California Work Opportunity and Responsibility To Kids (CalWORKs) funding in this Agreement on a month-to-month basis, for a period not to exceed six (6) months, beginning July 1, 2010, ending December 31, 2010 to allow contract negotiations to be finalized for the CalWORKs solicitation process; and

WHEREAS, for Fiscal Year (FY) 2010-11 only, the CalWORKs allocation will not be included in the calculation of the total Cash Flow Advance; and

WHEREAS, the total monthly CalWORKs expenditures shall not exceed one sixth (1/6$^{th}$) of FY 2010-11 allowable CalWORKs Maximum Program Amount of $_____

WHEREAS, for FY 2010-11 only, the Maximum Contract Amount (MCA) shall be increased by $_____, with a revised MCA of $_____..

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

1. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) shall be deleted in its entirety and the following substituted therefore:

   "C. REIMBURSEMENT FOR INITIAL PERIOD

   (1) The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the Legal Entity Agreement shall not exceed___ _____ DOLLARS ($_____) and shall consist of Funded Programs as shown on the Financial Summary."

2. Financial Summary - _ for FY 2010-11, shall be deleted in its entirety and replaced with Financial Summary - _ for FY 2010-11 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - _ for FY 2010-11 shall be deemed amended to state "Financial Summary - _ for FY 2010-11."

3. Financial Summary - _ for FY 2011-12, shall be deleted in its entirety and replaced with Financial Summary - _ for FY 2011-12 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - _ for FY 2011-12 shall be deemed amended to state "Financial Summary - _ for FY 2011-12." **(if applicable)**

4. Financial Summary - _ for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary - _ for FY 2012-13 attached hereto and incorporated herein

by reference. All references in Agreement to Financial Summary - _ for FY 2012-13 shall be deemed amended to state "Financial Summary - _ for FY 2012-13." **(if applicable)**

5. Contractor shall provide services in accordance with the Contractor's FY _____ Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
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 Director of Mental Health or his designee, and Contractor 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

_____
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 _____
Chief, Contracts Development
and Administration Division

CalWORKs – 2010-11 – mo-to-mo extension

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**
**CONTRACTORS ALLOCATION**
**CALWORKS**
**FY 10/11**

**ATTACHMENT B**

| | Org Code | Legal Entity Name | MONTHLY CAP | SIX MONTH ALLOCATION |
|---|---|---|---|---|
| 1 | 23125 | 1736 Family Crisis Center | 18,750 | 112,500 |
| 2 | 23103 | ALMA Family Services | 43,100 | 258,600 |
| 3 | 23165 | Child and Family Center (Santa Clarita) | 44,883 | 269,300 |
| 4 | 23162 | Child and Family Guid CTR (SFV Child) | 24,167 | 145,000 |
| 5 | 23112 | Children's Hospital of Los Angeles | 32,917 | 197,500 |
| 6 | 18663 | Children's Institute International | 12,500 | 75,000 |
| 7 | 23173 | Amanecer (Community Counseling Service) | 32,033 | 192,200 |
| 8 | 23114 | Community Family Guidance Center | 12,500 | 75,000 |
| 9 | 21574 | D'Veal Corporation | 11,667 | 70,000 |
| 10 | 23116 | Didi Hirsch Psychiatric Service | 80,408 | 482,450 |
| 11 | 23119 | El Centro De Amistad, Inc. | 18,333 | 110,000 |
| 12 | 27597 | EHA dba SHARE | 7,417 | 44,500 |
| 13 | 23122 | ENKI Health and Research | 85,333 | 512,000 |
| 14 | 23157 | The Guidance Center (Greater Long Beach) | 28,750 | 172,500 |
| 15 | 23133 | Hillview Mental Health Center | 10,417 | 62,500 |
| 16 | 27529 | IMCES | 20,000 | 120,000 |
| 17 | 20906 | Intercommunity Child Guidance | 16,667 | 100,000 |
| 18 | 23136 | Kedren CHC | 25,000 | 150,000 |
| 19 | 23138 | L A Center For Therapy and Education (Help Group) | 17,058 | 102,350 |
| 20 | 23141 | Los Angeles Child Guidance Clinic | 54,167 | 325,000 |
| 21 | 23149 | National Foundation (Penny Lane Centers) | 35,417 | 212,500 |
| 22 | 23153 | Pacific Clinics / Portal | 203,700 | 1,222,200 |
| 23 | 27210 | Prototypes | 44,167 | 265,000 |
| 24 | 23163 | San Fernando Valley CMHC | 59,333 | 356,000 |
| 25 | 18638 | SHIELDS for Families Project, Inc. | 22,692 | 136,150 |
| 26 | 18626 | South Central Health & Rehabilitation | 55,417 | 332,500 |
| 27 | 23170 | Special Service For Groups | 20,833 | 125,000 |
| 28 | 23187 | Stirling Academy, Incorporated | 24,992 | 149,950 |
| 29 | 27248 | United American Indian Involvement | 5,000 | 30,000 |
| 30 | 23178 | Verdugo Mental Health Center | 20,833 | 125,000 |
| 31 | 18618 | Pacific Asian Counseling Service (WRAP Family Servic | 29,167 | 175,000 |