COUNTY OF LOS ANGELES

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DEPARTMENT OF MENTAL HEALTH

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May 29, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 May 29, 2012

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 ENTER INTO THE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND THE MULTIYEAR REGIONAL DATA WORKGROUP PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request authorization to execute the Participation Agreement with California Mental Health Services Authority, governed by the Joint Exercise of Powers Agreement, to participate in funding of the Multiyear Regional Data Workgroup Program.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Mental Health (Director), or his designee, to sign and execute the Participation Agreement (substantially similar to Attachment) with the California Mental Health Services Authority (CalMHSA), governed by the Joint Exercise of Powers Agreement, for the purposes of strengthening county capacity to formulate and conduct outcome evaluations and to use appropriate data and analytic techniques to inform decision-making, enhance service quality, and create a statewide approach to improving data quality, outcome reporting, and improving service quality. The Participation Agreement is fully funded by State Mental Health Services Act (MHSA) revenue for Fiscal Year (FY) 2011-12, FY 2012-13, and FY 2013-14 in the amount of $35,000, $300,000 and $300,000, respectively.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will authorize the Department to fund CalMHSA through the Participation Agreement for training and technical assistance on enhancing data quality through the facilitation of data workgroups in each region of California. These workgroups will provide a venue for counties to learn from each other and from evaluation specialists on how to improve data quality, develop reports and manage data and reports for purposes of enhancing service quality and to create a statewide approach to outcome reporting and improving service quality. Los Angeles County is among several counties who are contributing to this technical assistance statewide project.

In July 2009, CalMHSA was formed for the purpose of jointly developing and funding mental health services and education programs on a statewide, regional, or local basis. In addition to providing counties with an alternative to assigning MHSA funds to the State for statewide projects, CalMHSA provides a mechanism to: facilitate efficient use of resources for multiple counties by maximizing group purchasing power for products; jointly developing requests for proposals and establishing contracts with providers to accomplish agreed upon goals; reducing administrative overhead; centralizing compliance with reporting requirements; sharing research, information, and strategies; and negotiating cost-effective rates with various subcontractors statewide. Moreover, CalMHSA can provide counties a centralized voice before the State Legislature, the State Department of Health Care Services, the Mental Health Services Oversight and Accountability Commission, and other parties to address funding of county public mental health services, including Prevention and Early Intervention (PEI) statewide funding.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The Participation Agreement with CalMHSA for FY 2011-12 is $35,000 fully funded by State MHSA revenue. The funding for this project is included in the Department's FY 2011-12 Final Adopted Budget. Funding for FY 2012-13 in the amount of $300,000 has been requested in the Department of Mental Health's (DMH) Recommended Budget. Funding for FY 2013-14 in the amount of $300,000 will be requested in DMH's annual budget request process.

There is no net County cost impact associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 11, 2010, your Board authorized the Director to sign the CalMHSA Joint Exercise of Powers Agreement and to serve on its board and act as the representative of the County for the purpose of jointly developing and funding mental health services and education programs on a statewide, region, or local basis. Implementation of statewide PEI projects through the CalMHSA will provide the County with an alternative to assigning PEI Statewide Project Funds to the State and will facilitate efficiencies through joint action with participating counties.

Since the establishment of CalMHSA in July 2009, the current members are Butte, Colusa, Contra Costa, Fresno, Glenn, Imperial, Kern, Lake, Los Angeles, Madera, Marin, Mendocino, Modoc, Monterey, Placer, Riverside, Sacramento, San Bernardino, San Luis Obispo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter/Yuba, Trinity, Ventura, and Yolo Counties.

The Participation Agreement has been reviewed by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Counties will benefit directly and indirectly from these statewide projects through training and technical assistance provided to counties and their PEI partners' support for the implementation of local PEI projects, media and social marketing materials in multiple languages, model program sites, enhanced State and local partnerships, coordinated State and local efforts, research and evaluation, and statewide quality improvement activities. Funding regional data quality workgroups will serve to increase the capacity for Los Angeles and other counties across the State to create consistency in the production of high quality outcome reports that demonstrate the positive impact of the MHSA on the lives of clients. These reports will also provide valuable information to legislative staff to assist them in their efforts to continue to support and understand the impact of MHSA regionally and across the State.

Respectfully submitted,

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

MJS:MM:DM:JN

Enclosures

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

Agreement No. _____

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

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

   Name of Program: Multiyear Regional Data Workgroup Program (a Prevention and Early Intervention Statewide Training, Technical Assistance and Capacity Building program)

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by the MOU through which non-Members participate. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

   ☐ Exhibit A Program Description and Funding

   ☐ Exhibit B General Terms and Conditions

   ☐ Exhibit C Special Terms and Conditions (optional)

3. The term[1] of the Program is March 1, 2012 through June 30, 2014. Phase I will be completed not later than June 30, 2012.
4. Participant acknowledges that local stakeholder review and a request for these funds have occurred, and that the request for funds is inclusive of this use of funds.
5. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Participant

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

[1] Please note the expected reversion dates for the Prevention & Early Intervention Statewide Training, Technical Assistance and Capacity Building funds: for FY 08-09 and 09-10, funds revert after 6/30/12, for FY 10-11, 6/30/13, for FY 11-12, 6/30/14.

PARTICIPATION AGREEMENT
Exhibit A – Program Description and Funding

I. Name of Program

Multiyear Regional Data Workgroup Program (a Prevention and Early Intervention Statewide Training, Technical Assistance and Capacity Building program)

II. Term of Program

The term of this agreement is March 1, 2012 through June 30, 2014.

III. Program Objectives and Overview

Counties have expressed a desire to understand how PEI efforts impact the mental health system/continuum of care, how the investment in PEI results in cost savings, and how to strategically allocate future dollars to maximize benefits. This program provides an opportunity to work collaboratively to utilize data and understand the impact of PEI efforts.

Goals for the Regional Workgroup Program:

- Building upon the Statewide Evaluation Framework for PEI being carried out by RAND for CalMHSA, identify key state and county-level evaluation priorities.
- Identify areas where coordination can leverage the efforts of counties and other partners.
- Provide a forum for counties for peer to peer exchange, skill building, coordination and problem-solving.
- Strengthen community capacity to formulate and conduct evaluations and to use appropriate data and analytic techniques to inform planning and resource allocation.
- Identify and address infrastructure gaps in order to promote data-driven decision-making, including resources and training.
- Establish baseline indicators and methods of tracking and analyzing community level indicators.
- Engage stakeholders in evaluation efforts and increase capacity to understand and utilize outcome data through focused group training, providing accessible resources, and consultation.

IV. Project Activities

This optional program allows counties to participate during FY 2011-12 and/or FY 2012-13 and/or 2013-14. Key program activities include the development of regional data workgroups,

provision of onsite technical assistance, and training for stakeholders. The program is proposed to contain three phases; see below for more detail on each phase.

Phase I: Hire Program Team, Develop Regional Workgroups, Assess Needs, Plan for Phases II and III, Provide Initial Stakeholder Training
Timeframe: Through June 30, 2012

Key Activities:
The contracted provider will facilitate Phase I activities, including:

- Develop regional workgroups; hold initial workgroup meetings by May 1, 2012. Regional workgroups will provide a forum for Participants to:
    - Share best practices in tracking, analyzing, reporting, utilizing PEI data in planning efforts
    - Discuss challenges to working with data, sharing data, using it for planning
- Work with Participants to conduct brief assessment of needs regarding on-site help, data infrastructure development, evaluation tools, etc. by June 1, 2012.
- Engage stakeholders and provide training in each identified region, based on an assessment of gaps in existing data/evaluation training. Develop focused training materials to address existing gaps.
- Initiate providing small group or one-on-one evaluation consultation with Participants.
- Develop a work plan for Phase II and III for each region with clear outcomes by June 30, 2012.

Participants will be asked to:

- Participate in regional workgroup meetings (estimated at quarterly intervals).
- Provide input regarding their county/city's data and evaluation related needs, to inform the brief needs assessment and stakeholder training.
- Participate in small group or one-on-one consultation.
- Provide input into the development of Phase II and III work plans.

Phase I, Key Deliverables to be completed by the Provider in collaboration with Participants, by June 30, 2012:

- Facilitation of at least one round of regional workgroup meetings.
- Completion of a brief assessment of county data and evaluation related needs (based on feedback from Participants, findings from PEI Statewide Evaluation Framework, and other sources.)
- Completion of Phase II and Phase III work plans for each region with clear outcomes.
- In each region, completed stakeholder training on data and evaluation specific to Participants' PEI efforts.

Please note: Phases II and III (and any subsequent Phases) will be developed utilizing input from Participants, the PEI Statewide Evaluation Framework, and other sources. Key activities and deliverables for these Phases will be agreed upon with Participants.

Phase II: Implement Regional Work Plans, Ongoing Workgroup Meetings
Timeframe: Fiscal Year 2012-2013, possibly Fiscal Year 2013-14

- Regional evaluators to carry out work plan activities identified during Phase I, including continued stakeholder trainings, on-site support to counties, tool development, data cleaning, etc.

- Convene regional workgroups on quarterly basis to review progress, emerging issues

Phase III: Technical Assistance to Community Based Organizations (CBOs), Training to Stakeholders

Timeframe: Fiscal Year 2012-2013, possibly Fiscal Year 2013-14

- Develop the capacity of interested community based organizations regarding how to work with data and report outcomes (MHSA partners, CBOs). Provide technical assistance sessions in each region.
- Engage stakeholders and provide regional training on using data to inform decision making.
- Explore participatory evaluation methods and possible application to county protocols.

V. Evaluation

Evaluation of this program may include:

- Participant satisfaction with services provided.
- Assessment of to what degree program goals are met.
- Other evaluation methods as determined by participants.

VI. Program Expenses

The level of participation in this program is to be determined by each county. Please indicate the contribution for each fiscal year.

	Funds to be expended not later than:		
Funds originating from FY (for reversion calculation):	**FY 2011-12**	**FY 2012-13**	**FY 2013-14**
FY 2008-09			
FY 2009-10	$35,000		
FY 2010-11		$300,000	
FY 2011-12			$300,000
Total	**$35,000**	**$300,000**	**$300,000**

VII. Administrative Expenses for Program

See VIII.

VIII. Administration Expenses of CalMHSA for All Programs

The administrative rate charged to this program will be determined by the Finance Committee and will cover costs associated with program planning, administration and evaluation. Historically, the administrative rate for CalMHSA programs has been between 5-15%.

IX. Allocation Among Participants (Formula)

The level of participation in this program is to be determined by each county. There is no current requirement that counties contribute to the program based on a funding allocation.

PARTICIPATION AGREEMENT
Exhibit B – General Terms and Conditions

I. Definitions

Throughout this Participation Agreement, the following terms are defined as follows:

A. CalMHSA - California Mental Health Services Authority, a Joint Powers Authority created to jointly develop and fund mental health services and education programs for its Member Counties and Partner Counties.

B. Department of Mental Health (DMH) - The California Department of Mental Health.

C. Member – refers to 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. Mental Health Services Oversight and Accountability Commission (OAC) - The oversight body to ensure the activities are in accordance with the Mental Health Services Act.

F. Partner - A non-Member County (or multi-county JPA) participating in a Program with CalMHSA Members.

G. Participant– Counties participating in the Program either as Members of CalMHSA or as Partners under a Memorandum of Understanding with CalMHSA.

H. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Develop Program plan, updates, and/or work plans as necessary on behalf of and in coordination with Participants that are consistent with applicable laws, regulations, guidelines and/or contractual obligations. These may include, but are not limited to, obligations imposed by DMH and/or OAC.

2. Act as fiscal and administrative agent for Participants in the Program.

3. Directly or indirectly (through a contracted JPA Management firm) hire and employ Program Directors and other administrative staff as necessary to perform under this Memorandum.

4. Submission of plans, updates, and/or work plans on behalf of and/or in coordination with Participants for review and approval by any public agency with authority over the Program.

5. Management of funds received for the Program consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

6. Provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.

7. Develop allocation model for allocation of funds and expenses among Participants, years, and Programs.

8. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.

C. Responsibilities of Participants:

1. Timely assignment, payment or other transfer of amounts assessed for the Program.

2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant. Identification of an alternate to attend meetings in absence of representative.

3. Attend advisory committee meetings, as appropriate, for the Program, and provide input as necessary to accomplish the purposes of the Program.

4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.

5. Provide feedback on Program performance.

6. Timely and complete submission in response to requests for information and items needed.

7. Acknowledgement that funds contributed by the Participant will be pooled with the funds of other Participants in the Program, and jointly used to meet the objectives of the Program, pursuant to the allocation formula adopted for the Program. Program expenses will normally include a proportionate share of CalMHSA's general administrative expenses, since there is no independent source of funding for such expenses.

8. Compliance with applicable laws, regulations, guidelines, contractual agreements, joint powers agreements and bylaws.

III. Duration and Term

A. The term of the Program is as shown on the Cover Sheet. The Program may be extended or terminated early depending on the availability of funds.

B. Any Participant may withdraw from the Program upon six months written notice. Notice shall be deemed served on the date of mailing.

C. The majority of the Participants may vote to expel a Participant from the Program for cause. Cause shall be defined as any breach of this Participation Agreement, any misrepresentation, or fraud on the part of any Participant.

IV. Withdrawal, Cancellation and Termination

A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses 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

B. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed and apportioned among the Participants in proportion to their contributions.

V. Fiscal Provisions

A. Funding required from the Participants will not exceed the amount stated in the Cover Sheet.

B. Participant funds will be used for the costs of planning, administration and evaluation in the same proportions as their overall contributions.

C. Indirect charges (the costs of planning, administration and evaluation) will be retained by CalMHSA.