

COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.info>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

March 17, 2005

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

45

MAR 29 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ENTER INTO EMPLOYMENT AGREEMENT
WITH THE STATE OF CALIFORNIA'S OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT FOR STATE LOAN
REPAYMENT PROGRAM
FOR
FISCAL YEARS 2004-2005 AND 2005-2006
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health or his designee to sign and execute the attached Employment Agreement/Memorandum of Understanding (MOU) between the Department of Mental Health (DMH) and the State of California's Office of Statewide Health Planning and Development (OSHPD), to allow DMH to pay the United States (U.S.) Department of Education (DOE) a total of \$8,136.56, in two (2) installments of \$4,068.28 each, payable in Fiscal Years (FY) 2004-2005 and 2005-2006. The total amount is the required site match to the State's award for a clinician's two-year employment commitment at the Antelope Valley Mental Health Center, a certified eligible site in a federally designated Health Professional Shortage Area. This Agreement will be funded by Sales Tax Realignment revenue, which is included in DMH's FY 2004-2005 Adopted Budget. This Agreement/MOU will be effective upon Board approval through December 30, 2006.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to this new Agreement, provided that: 1) the County's total payments to the contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall 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 Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) the parties may by written Amendment reduce programs or services and revise the applicable MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after the execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required to enable DMH to enter into an Employment Agreement/MOU with OSHPD which administers the State Loan Repayment Program under a grant from the Federal Government. The purpose of the grant is to repay outstanding government education loans for those professionals who commit to working two (2) years in a federally designated Health Professional Shortage Area at a certified eligible site. The loan repayment consists of an award from the State and a match amount from the involved certified eligible site.

The recommended actions will establish a two-year commitment by a licensed clinical social worker (LCSW) to provide services at the Antelope Valley Mental Health Center, which is a certified eligible site. Located in Lancaster, a federally designated medically underserved area, this mental health center has consistently experienced recruitment problems and would greatly benefit by this Agreement.

Implementation of Strategic Plans Goals

The recommended Board actions are consistent with the County's Organizational Goal No. 3, "Organizational Effectiveness," and Programmatic Goal No. 7, "Health and Mental Health," within the Countywide Strategic Plan. Board approval will enhance service delivery and workforce excellence.

FISCAL IMPACT/FINANCING

There is no net County cost.

The MCA totaling \$8,136.56 will be paid in two (2) installments, each in the amount of \$4,068.28 in April 2005 and April 2006. For FY 2004-2005, the Agreement will be funded with Sales Tax Realignment revenue included in DMH's FY 2004-2005 Adopted Budget. For FY 2005-2006, funding will be requested during the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

OSHPD administers the State Loan Repayment Program under a grant from the Federal Government. The purpose of this grant is to repay outstanding government educational loans for those professionals who commit to working for two (2) years in a designated Health Professional Shortage Area at a certified eligible site. The loan repayment program consists of an award from the State and a match amount from the involved certified eligible site.

The Antelope Valley Mental Health Center is a certified eligible site, and the payment is for a LCSW who is currently working there and who has been approved for the State Loan Repayment Program. Payment will be made to the actual lender of the educational loan, the U.S. Department of Education.

The attached Employee Agreement/MOU has a term through December 30, 2006, and has been approved as to form by County Counsel. County Counsel, CAO, and DMH's Fiscal and Program Administrations have reviewed and approved the proposed actions.

IMPACT ON CURRENT SERVICES

Approval of this Employment Agreement will enhance DMH's capacity to provide needed mental health services in a federally designated Health Professional Shortage Area for a minimum period of two (2) years.

The Honorable Board of Supervisors
March 17, 2005
Page 4

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board of Supervisors notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



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

MJS:JH:MY:RK

Attachment

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

State of California

Office of Statewide Health Planning and Development

Memorandum

To : JoEllen Perkins
District Chief
Los Angeles Dept. of Mental Health
349-A East Avenue K6
Lancaster, CA 93535-4508

From : Karen C. Munsterman, Program Administrator
NHSC/State Loan Repayment Program
Healthcare Workforce and
Community Development Division
Office of Statewide Health Planning
and Development
1600 Ninth Street, Room 440
Sacramento, California 95814

Subject : Memorandum of Understanding
NHSC/State Loan Repayment Program

Date: November 30, 2004

The Office of Statewide Health Planning and Development (Office) and Los Angeles Dept. of Mental Health on behalf of Jeffrey A. Lumaya, LCSW (Awardee, Contract # 04-5240) enters into this Memorandum of Understanding (MOU). Los Angeles Dept. of Mental Health agrees to the following terms and conditions.

1. Awardee shall provide full-time mental healthcare services at the Certified Eligible Site(s) listed in ATTACHMENT A, during normally scheduled office hours for two (2) years according to the terms and conditions of Awardee's contract with the Office.
2. The outstanding educational loans of Awardee, as specified in Budget Detail and Payment Provisions (Attachment A), shall be paid equally by the Office and the Site, up to a total of \$25,000 per year for the first and second years of employment and, if applicable, up to a total of \$35,000 per year for the third and fourth years of employment. At no time shall payment to the lending institutions holding the Awardee's loans exceed the amount of outstanding loan balances.
3. Site agrees to charge for professional services at the usual and customary prevailing rates in the area, except that if a person is unable to pay such charge, such person shall be charged at a reduced rate (i.e., sliding fee scale) or not charged any fee. Site further agrees to comply with the provisions of Medicare (Title XVIII) and Medicaid (Title XIX) of the Social Security Act.
4. Site agrees not to use the Office's award or the Site match as a salary offset (e.g., reduce Awardee's salary or deduct funds from Awardee's paycheck). Site further agrees to pay the match from non-Federal funding sources and agrees to provide documentation of such payments, to State or Federal officials, upon request. All monies paid by the Site are considered income and must be reported to the IRS and Franchise Tax Board.
5. The Office agrees to pay Awardee's lending institution(s) a total of \$8,136.56. For a two-year contract, OSHPD shall make: (1) the first payment(s) after the contractor has completed six months of his/her obligated service time, and it will be ¼ of the total amount of the contract; (2) the second payment(s) after contractor has completed eighteen months of his/her obligated service time, and it will be ½ of the total amount of the contract; (3) the third payment(s) after the contractor has completed twenty-four months of his/her obligated service time, and it will be the remaining ¼ of the total amount of the contract.

For contract year three, (1) the first payment(s) will be made after contractor has completed six months of the third year, and it will be 1/2 of the total amount for the third year; (2) the second payment(s) will be made after contractor has completed 12 months of the third year, and it will be the remaining 1/2 of the total amount for the third year.

For contract year four, (1) the first payment(s) will be made after contractor has completed six months of the fourth year, and it will be 1/2 of the total amount for the fourth year; (2) the second payment(s) will be made after contractor has completed 12 months of the fourth year, and it will be the remaining 1/2 of the total amount for the fourth year.

6. Certified Eligible Site agrees to pay Awardee's lending institution(s) a total of **\$8,136.56**. The payments shall be made in two equal annual payments as described on Attachment A to begin shortly after this MOU becomes effective. Site further agrees to document the payments on the form entitled "Certification of Site Payments" (Attachment B) and forward to the Office as soon as possible.
7. If Awardee is absent from Site for more than 35 working days in a contract year (i.e., sick leave, vacation, leave, continuing medical education, etc.), Site shall report the absences to the Office as soon as possible. The Office shall extend Awardee's contractual obligation to the Office, and the terms of the MOU, by the number of days Awardee exceeds the 35-day limit. If Awardee is absent less than the allowable 35 working days in a contract year, the balance shall not be carried over into the following contract year.
8. If Site terminates its agreement/contract with Awardee, Site shall notify the Office immediately. Site shall also document the circumstances surrounding the termination (including the last day worked) and forward the documentation to the Office as soon as possible.

Any other benefits, services or compensation provided the Awardee by the Site are outside the purview of this MOU and do not incur any collateral liability or obligation on the part of the Office.

Should the Site breach this agreement, it is agreed that the Office is empowered to terminate the Awardee's obligation to the Site.

Attachments

Authorized Signature

Title

Date

Office of Statewide Health Planning and Development

MOU Term: December 30, 2004 to December 30, 2006

two (2) years other

Cheryl Angeles
Contracts Officer

Date

ATTACHMENT A
BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL INFORMATION PERTAINING TO THE CONTRACTOR

Name
Jeffrey A. Lumaya, LCSW

Social Security Number

Type of Profession
Clinical Social Worker

Professional License Number

2. EDUCATIONAL DEBT

The OSHPD and the Certified Eligible Site(s) will pay the amounts listed below, directly to the lending institution(s), on behalf of the Contractor.

LENDER/ACCOUNT INFORMATION	OSHPD PAYMENTS			CERTIFIED ELIGIBLE SITE PAYMENTS	
US Department of Education P.O. Box 530260 Atlanta, GA 30353-0260 Account #: 555-81-4963 Outstanding Balance: \$16,273.10 Amount Paid OSHPD: \$8,136.56 Amount Paid by SITE: \$8,136.56	YR 1	PYMT 1	\$2,034.14		
	YR 2	PYMT 2	\$4,068.28	SITE YR 1	\$4,068.28
	YR 2	PYMT 3	\$2,034.14	SITE YR 2:	\$4,068.28
	YR 3	PYMT 4	N/A	SITE YR 3:	N/A
	YR 3	PYMT 5	N/A		
	YR 4	PYMT 6	N/A	SITE YR 4:	N/A
	YR 4	PYMT 7	N/A		
N/A Account #: N/A Outstanding Balance: N/A Amount Paid OSHPD: \$0.00 Amount Paid by SITE: \$0.00	YR 1	PYMT 1	N/A		
	YR 2	PYMT 2	N/A	SITE YR 1:	N/A
	YR 2	PYMT 3	N/A	SITE YR 2:	N/A
	YR 3	PYMT 4	N/A	SITE YR 3:	N/A
	YR 3	PYMT 5	N/A		
	YR 4	PYMT 6	N/A	SITE YR 4:	N/A
	YR 4	PYMT 7	N/A		
N/A Account #: N/A Outstanding Balance: N/A Amount Paid OSHPD: \$0.00 Amount Paid by SITE: \$0.00	YR 1	PYMT 1	N/A		
	YR 2	PYMT 2	N/A	SITE YR 1:	N/A
	YR 2	PYMT 3	N/A	SITE YR 2:	N/A
	YR 3	PYMT 4	N/A	SITE YR 3:	N/A
	YR 3	PYMT 5	N/A		
	YR 4	PYMT 6	N/A	SITE YR 4:	N/A
	YR 4	PYMT 7	N/A		

TOTAL CERTIFIED ELIGIBLE SITE MATCH: \$8,136.56

ATTACHMENT A

3. CERTIFIED ELIGIBLE SITE (S)

Name and Address	Percent of Time
Antelope Valley Mental Health Center 349-A East Avenue K6 Lancaster, CA 93535-4508	100%

CONTACT PERSON:

JoEllen Perkins
District Chief
Los Angeles Dept. of Mental Health
349-A East Avenue K6
Lancaster, CA 93535-4508
Phone: (661) 723-4260

ATTACHMENT B

**OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
NHSC/STATE LOAN REPAYMENT PROGRAM**

CERTIFICATION OF SITE PAYMENT(S)

This is to certify that loan payments to the following lending institutions were made on behalf of: Jeffrey A. Lumaya, LCSW

Num	Lender Information	Amount Paid	Date Check Issued
1	Name: Acct. #:		
2	Name: Acct. #:		
3	Name: Acct. #:		
4	Name: Acct. #:		
5	Name: Acct. #:		
6	Name: Acct. #:		

Site Name

Signature

Date

Title

Phone

RETURN TO:

Karen Munsterman, Program Administrator
Office of Statewide Health Planning and Development
Healthcare Workforce and Community Development Division
NHSC/State Loan Repayment Program
1600 9th Street, Room 440, Sacramento, CA 95814
FAX: (916) 654-3138