



DEPARTMENT OF MENTAL HEALTH
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LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

August 06, 2024

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 August 6, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

APPROVAL TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND THE PEER SUPPORT SPECIALIST CERTIFICATION PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute a new sole source Participation Agreement with the California Mental Health Services Authority, governed by a Joint Powers Agreement to allow the Los Angeles County Department of Mental Health to fund the State Mental Health Peer Specialist Certification Program in accordance with SB 803-Peer Support Specialist Certification Act of 2020.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Department of Mental Health's Acting Chief Deputy Director (Acting Chief Deputy Director), or designee, to prepare, sign, and execute a new sole source Participation Agreement (Agreement), substantially similar to Attachment I, with the California Mental Health Services Authority (CalMHSA) to fund the State Mental Health Peer Specialist Certification Program. The Agreement will be effective upon Board approval through June 30, 2026, with the option of two annual extensions. Total Compensation Amount (TCA) for the term of the Agreement is \$434,000: \$217,000 for Fiscal Year (FY) 2024-25 and \$217,000 for FY 2025-26, fully funded by Mental Health Services Act (MHSA) revenue.
2. Delegate authority to the Acting Chief Deputy Director, or designee, to prepare, sign, and execute future amendments or modifications to the Agreement with CalMHSA, to revise Agreement language; shift unspent funds to future years; use other funding sources if necessary; revise the TCA; add, delete, modify, or replace the scope of work and/or responsibilities of the parties, and

reflect federal, State and County regulatory and/or policy changes; provided that: 1) the County's total payment does not exceed an increase of 10 percent from the last Board-approved TCA; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to your Board and Chief Executive Officer (CEO). 3. Delegate authority to the Acting Chief Deputy Director, or designee, to terminate the Agreement in accordance with the termination provisions, including Termination for Convenience. The Acting Chief Deputy Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow the Department of Mental Health (DMH) to fund the DMH Peer Support Specialists Certification Program managed by CalMHSA. CalMHSA is the entity identified by County Behavioral Health Directors' Association to represent counties for the implementation of State approved Medi-Cal Peer Support Specialist Certification Program to support consistency Statewide. CalMHSA will offer and coordinate the training program and certification exams for DMH Peer Support Specialists (Peers). Peers are trusted community members who live with and/or care for individuals with mental illness and/or substance use disorders. Their life experience paired with specialized training will allow them to provide valuable support services in mental health and/or substance use setting. Trainings will enhance Peer skillset and ability to provide better support services to individuals with mental health conditions and/or substance use disorders which will further improve departments efforts in prevention, early intervention, treatment, and recovery of individuals. The goal is to promote overall wellbeing and empowerment for the communities of Los Angeles County.

Board approval of Recommendation 1 will allow DMH to execute the new sole source Participation Agreement with CalMHSA to offer certification trainings to DMH Peers effective upon Board approval and execution of the agreement through June 30, 2026, with the option to extend the term for two additional years.

Board approval of Recommendation 2 will allow DMH to amend the Agreement to add, delete, modify, or replace the scope of work and/or responsibilities of DMH and CalMHSA; reflect federal, State, and County regulatory and/or policy changes; and/or modify the TCA.

Board approval of Recommendation 3 will allow DMH to terminate the Agreement in accordance with the Agreement's termination provisions in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal A – Healthy Individuals and Families and Focus Area Goal B – Employment and Sustainable Wages

FISCAL IMPACT/FINANCING

The Agreement with CalMHSA is fully funded by MHSA revenue in the amount of \$434,000 for two fiscal years. The funding for FY 2024-25 and 2025-26 will be included in the annual budget request process for the respective year.

On condition that the Agreement is extended for future fiscal years, funding will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise Powers Agreement to jointly exercise powers with other participating CalMHSA county and city members. Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers of Authority formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis. CalMHSA's mission is to provide an efficient and effective administrative and fiscal structure focused on collaborative partnerships in the development and implementation of mental health programs in accordance with the MHSA regulations. Currently, CalMHSA consists of 57 member counties and cities, including Los Angeles County.

The State Department of Health Care Services (DHCS) issued Behavioral Health Information Notice No. 21-041 that recognizes that peers have an essential role in prevention, early intervention, treatment, and recovery process for individuals with mental health conditions and substance use disorders.

CalMHSA as the representative of the counties in Peer Support Specialist Certification training efforts, has developed the Certification Program based on the DHCS established standards, under Senate Bill 803 statutory authority.

The new sole source Agreement will allow DMH to purchase an array of trainings for Peers as bundle programs or individual courses, cover the costs of continuing education and recertification costs and allow Peers to retake the exam, if necessary, etc. The trainings will focus on Core Competency, and specialized areas such as Supervisory, Parent Caregiver, Crisis, Justice, etc. In addition, CalMHSA will coordinate the administration of exams as well as continuing education trainings. It is estimated that approximately 80 Peers will be enrolled in a bundle program annually, with the possibility of additional Peers retaking exams and/or participating in continuing education courses.

CalMHSA requested mutual indemnification language be added to the County's standard indemnification provision. As such, CalMHSA would be responsible for any loss arising from this Agreement, unless the loss or damage is caused by the County. The proposed changes are within reason and do not significantly impact the County.

The Agreement (Attachment I) has been reviewed and approved as to form by County Counsel.

The Director of Mental Health currently serves on CalMHSA's Board of Directors but is not compensated and does not benefit financially in any way from serving in that position. In addition, the Director did not participate in the approval process for this Agreement with CalMHSA.

In accordance with Board Policy No. 5.100 (Sole Source Contracts), DMH notified your Board on May 31, 2024, (Attachment II) of its intent to enter into a new sole source Participation Agreement with CalMHSA. The required Sole Source Checklist (Attachment III), identifying and justifying the need for a sole source Agreement, has been approved by the CEO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to fund the Medi-Cal Peer Support Specialist Certification Training Program, and exam cost for DMH peers. In addition, selected services provided by DMH peers will be eligible for Medi-Cal reimbursement which improve DMH's financial stability.

Respectfully submitted,



Connie D. Draxler, M.P.A.

Acting Chief Deputy Director

CDD:KN:SK:RLR:CM:atm

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Los Angeles County Department of Mental Health (“Participant”) desires to participate in the Program identified below.

Name of Program: Medi-Cal Peer Support Specialist Program Offerings

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 this Participation Agreement (Agreement). 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	Participant Administration
Exhibit D	CalMHSA Administration
Exhibit E	Contribution and Agent Declaration Form
Attachment A	Order Form Template

3. The maximum amount payable under this Agreement is \$434,000.

Fiscal Year	Amount
2024-2025	\$217,000
2025-2026	\$217,000

4. The term of this Participation Agreement is upon full execution through June 30, 2026, with the option of two one-year extensions.

5. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant

Signed: _____ Name (Printed): Connie D. Draxler

Title: Acting Chief Deputy Director Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- A. Name of Program:** Medi-Cal Peer Support Specialist Program Offerings.
- B. Term of Program:** Upon full execution through June 30, 2026, with the option of two one-year extensions.

C. Program Objective and Overview:

CalMHSA established a Medi-Cal Peer Support Specialist Certification program as required in [BHIN 21-041](#) for interested counties. This program allows the Participant to purchase Medi-Cal Peer Support Specialist Certification related items as identified on Attachment A – Medi-Cal Peer Support Specialist Program Offerings.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA JPA.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in Exhibit A-Program Description.

II. Responsibilities

- A. CalMHSA:
 - a. Facilitate and administer the Medi-Cal Peer Support Specialist Certification Training Program and Examination for the peers referred to by the participant.
 - b. Act as the Fiscal and Administrative agent for the Program.
 - c. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - d. Will submit monthly invoices via electronic mail to County's Program Director and County's Program Monitor identified in Exhibit C (County's Administration) for purchased services under this Contract.
 - e. Identify CalMHSA's contacts in Exhibit D (CalMHSA Administration) and notify the Participant of any changes in the names and addresses listed. Notifications must be sent to contacts listed in Exhibit C (County Administration) via electronic mail and within five business days from the date the change occurred.

- B. Participant:
 - a. Will pay for purchased program services as defined in the fiscal provisions in Exhibit B – Section V.
 - b. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.
 - c. Identify Participant’s contacts in Exhibit C (Participant’s Administration) and notify CalMHSA of changes in the names and addresses listed. Notifications must be sent to contacts listed in Exhibit D (CalMHSA Administration) via electronic mail and within five business days from the date the change occurred.

III. Duration, Term, and Amendment

- A. The term of the Program is effective upon full execution through June 30, 2026. The Participant will have the sole option to extend this Agreement term for up to two additional one-year periods.
- B. Except as otherwise provided for in Section IV of this Agreement, this Agreement may be amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties except Exhibit C – Participant Administration and Exhibit D – CalMHSA Administration, which may be revised and submitted via electronic mail.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon 45 calendar days written notice. Notice must be sent via electronic mail to the representatives identified on Exhibit D – CalMHSA Administration. Notice shall be deemed served on the date of electronic delivery.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense 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.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. Funding required from Participant will not exceed **\$434,000** during the program term identified in Exhibit A- Program Description. Funding will be utilized to cover the cost of services listed in Section V.B. (Rates of Services) and Administrative Fee as described in Section V.D.

B. Rates for Services

Item	Cost
Peer Support Specialist Certification Bundle (covers costs of application, core competency training, and one-time exam)	\$1,850*
Application for Medi-Cal Peer Support Certification	\$100
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*
Crisis Specialization Training Course	Not to Exceed \$1600*
Unhoused Specialization Training Course	Not to Exceed \$1600*
Justice-Involved Specialization Training Course	Not to Exceed \$1600*
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt
Exam Retake	\$150/per attempt
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300

Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300
Late Fee for Certification Renewal - The fee is imposed when certification has expired for renewals.	\$50
Supervisor Training	\$0

***Training Course Fees will be dependent on the Training Vendor Selected.**

C. Order Forms, Invoicing and Payment Method

- a. The Participant will complete an Order Form (Attachment A) to request service(s) identified in Section V.B whenever needed and send it to CalMHSA at accountsreceivable@calmhsa.org.
- b. CalMHSA will then invoice Participant for services requested by the 15th calendar day of the month following the month of service. Invoices along with proper backup documentation, including Participant’s submitted Order Form must be sent via electronic mail to the Program Director and Program Manager identified in Exhibit C- Participant Administration.
- c. The Participant will pay invoice within 30 calendar days of receipt of an approved invoice. Participant will pay in arrears for services purchased.

D. Administrative Fee

Participant is subject to a 15% administrative fee to be charged only to the following items:

- Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)
- 80-hour Core Competency Training for Medi-Cal Peer Support Specialist
- Parent Family Caregiver Specialization Training Course
- Crisis Specialization Training Course
- Unhoused Specialization Training Course
- Justice-Involved Specialization Training Course

VI. Limitation of Liability and Indemnification

- A.** CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the TCA.
- B.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses,

damages, liabilities, disallowances, recoupments, and expenses, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

EXHIBIT C – PARTICIPANT ADMINISTRATION

CONTRACT NO. 3602-WORK-2023-LA

DIRECTOR OF MENTAL HEALTH:

Name: Connie D. Draxler
Title: Acting Chief Deputy Director
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 947-6670
E-Mail Address: cdraxler@dmh.lacounty.gov

PARTICIPANT PROGRAM DIRECTOR:

Name: Tonica Robinson, DBH, LL.M.
Title: Chief of Peer Services
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 948-2215
E-Mail Address: tdrobinson@dmh.lacounty.gov

PARTICIPANT PROGRAM MANAGER AND CONTRACT MONITOR:

Name: Irma Martinez, MA
Title: Health Program Analyst III
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 947-6463
E-Mail Address: imartinez@dmh.lacounty.gov

PARTICIPANT CONTRACT ADMINISTRATOR:

Name: TBA
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Exhibit D – CalMHSA ADMINISTRATION

CONTRACT NO: 3602-WORK-2023-LA

CalMHSA CONTRACT MANAGER:

Name: Anna Allard
Title: Sr. Business Analyst
Address: 1610 Arden Way, STE 175, Sacramento CA 95815
Telephone: (209) 843-4447
Facsimile: N/A
E-Mail Address: anna.allard@calmhsa.org

CalMHSA AUTHORIZED OFFICIAL(S)

Name: Dr. Amie Miller, Psy.D., LMFT
Title: Executive Director
Address: 1610 Arden Way, STE 175, Sacramento CA 95815
Telephone: (831) 869-7020
Facsimile: N/A
E-Mail Address: amie.miller@calmhsa.org

CalMHSA Notices shall be sent to the following:

Name: Anna Allard
Title: Sr. Business Analyst
Address: 1610 Arden Way, STE 175, Sacramento CA 95815
Telephone: (831) 869-7020
Facsimile: N/A
E-Mail Address: anna.allard@calmhsa.org

Participation Agreement

Attachment A – Medi-Cal Peer Support Specialist Program Offerings

[ORDER FORM #]
[DATE]

PARTICIPANT:

PAYMENT MADE TO:
 California Mental Health Services Authority
 1610 Arden Way, STE 175
 Sacramento, CA 95815

Medi-Cal Peer Support Specialist Program Order Form			
Item	Cost **	Number of Items	Total
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850		
Application for Medi-Cal Peer Support Certification	\$100		
80-hour Core Competency Training for Medi-Cal Peer Support Specialist*	Not to Exceed \$1600		
Parent Family Caregiver Specialization Training Course*	Not to Exceed \$1600		
Crisis Specialization Training Course*	Not to Exceed \$1600		
Unhoused Specialization Training Course*	Not to Exceed \$1600		
Justice-Involved Specialization Training Course*	Not to Exceed \$1600		
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt		
Exam Retake	\$150/per attempt		
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80		
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Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization		
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300		
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300		
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300		
Late Fee for Certification Renewal	\$50		
Supervisor Training	\$0		
Total Cost for Items			
Administrative Fee 15% for Cost of Items*			
Total Cost			

***Administrative Fee only applies to specific items as identified in Exhibit B of _____ Agreement.**

**** Training Course Fees will be dependent on the Training Vendor Selected. Participant will confirm with CalMHSA which fees to input based on their staff training selection.**

Authorized Signatory:

Name: _____

Date: _____



DEPARTMENT OF MENTAL HEALTH
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LISA H. WONG, Psy.D.
 Director

Curley L. Bonds, M.D.
 Chief Medical Officer

Connie D. Draxler, M.P.A.
 Acting Chief Deputy Director

May 31, 2024

TO: Supervisor Lindsey P. Horvath, Chair
 Supervisor Hilda L. Solis
 Supervisor Holly J. Mitchell
 Supervisor Janice Hahn
 Supervisor Kathryn Barger

FROM: Connie D. Draxler, MPA
 Acting Chief Deputy Director

Connie D. Draxler

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND MEDI-CAL PEER SUPPORT SPECIALIST PROGRAM OFFERINGS (SENATE BILL 803)**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to enter into a new sole source participation agreement (agreement) with the California Mental Health Services Authority (CalMHSA) to fund State Mental Health Peer Support Specialist Certification Program.

DMH will request that your Board approve a new sole source agreement with CalMHSA. The agreement will be effective upon execution through June 30, 2026, with the option of two annual extensions. Total Compensation Amount for the term of the contract will be \$434,000, fully funded by State Mental Health Services Act revenue.

In compliance with Senate Bill 803, the new sole source agreement with CalMHSA will offer the Medi-Cal Peer Support Specialist Certification Training Program to DMH Peer Support Specialists. As a result, selected services provided by Certified Peer Support Specialists will be eligible for Medi-Cal reimbursement.

Each Supervisor
May 31, 2024
Page 2

JUSTIFICATION

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise of Powers Agreement in order to jointly exercise powers with other participating CalMHSA counties and city members. CalMHSA is a Joint Powers Authority under California Government Code Section 6500 et seq, formed in 2009 to jointly develop and fund mental health services and education programs on a statewide, regional, and local basis.

County Behavioral Health Directors' Association has identified CalMHSA as the representative of the counties for the implementation of State approved Medi-Cal Peer Support Specialist Certification Program to support consistency statewide. Purchase of the certification program will greatly contribute to DMH's workforce development efforts and enhance the skillset and ability of DMH's peers to provide better support services to individuals with mental health condition and/or substance use disorders. Peers, as individuals who have lived with or cared for family members with mental health conditions and/or substance use disorders, are recognized to have an essential role in prevention, early intervention, treatment, and recovery processes of those with such conditions or disorders (State Department of Health Care Services Behavioral Health Information Notice No. 21-041). In addition, it will allow DMH to receive Federal Medi-Cal revenue, because the selected services provided by Certified Peer Support Specialists will be eligible to bill to Medi-Cal.

The Director of Mental Health (Director) currently serves on CalMHSA's Board of Directors but is not compensated and does not benefit financially in any way from serving in that position. In addition, the Director will not participate in the approval process of the agreement with CalMHSA.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for a new sole source contract. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter for approval to enter into a new sole source participation agreement with CalMHSA to fund Mental Health Prevention Programs in Los Angeles County.

Each Supervisor
May 31, 2024
Page 3

If you have any questions, or require additional information, please contact me at CDraxler@dmh.lacounty.gov or (213) 738-4926, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

CDD:KN:SK
RLR:CM:atm

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel

SOLE SOURCE CHECKLIST

Department Name: Mental Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Benilla
Chief Executive Office

7/12/24

Date