



FESIA A. DAVENPORT  
Chief Executive Officer

## County of Los Angeles Health and Mental Health Services

**DATE:** Wednesday, September 8, 2021  
**TIME:** 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDINGS,  
MEETING WILL BE HELD BY PHONE.  
TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:  
DIAL-IN NUMBER: 1 (323) 776-6996  
CONFERENCE ID: 479494149#**

**[MS Teams link](#) (Ctrl+Click to Follow Link)**

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO  
UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

### AGENDA

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Three (3) minutes are allowed for each item.

- I. Call to order
- II. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
  - a. **DHS:** Request Approval of Various Contract Extensions for DHS and DPH due to Administrative Process Delays due to the COVID-19 Pandemic
- III. **Presentation Item(s):**
  - a. **DMH:** Approval to Execute a Sole Source Participation Agreement with the California Mental Health Services Authority to Implement the Mental Health Loan Repayment Program in Los Angeles County
- IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda

VI. Public Comment

VII. Adjournment

## BOARD LETTER FACT SHEET

Agenda Review Date:

Board Meeting Date:

Sup. Dist. / SPA No.:

DEPARTMENT:

SUBJECT:

**I. PUBLIC BENEFIT** (precise description, mandated or non-mandated)

**II. RECOMMENDED ACTIONS** (summarized)

**III. COST AND FUNDING SOURCES**

Cost:

Funding:

**IV. BACKGROUND** (critical and/or insightful)

**V. POTENTIAL ISSUE(S)**

**VI. DEPARTMENT & COUNTY COUNSEL CONTACTS**

September 28, 2021

DRAFT  
DHS Letterhead

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:

**APPROVAL OF VARIOUS CONTRACT EXTENSIONS FOR  
THE DEPARTMENT OF HEALTH SERVICES AND  
THE DEPARTMENT OF PUBLIC HEALTH  
DUE TO DELAYS STEMMING FROM  
THE CORONAVIRUS DISEASE 2019 PANDEMIC  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Approval of delegated authority to the Director of Health Services and the Director of Public Health, or their respective designees, to extend various contracts in support of the response to the COVID-19 pandemic.

**The Departments of Health and Public Health recommend:**

1. Delegate authority to the Director of Health Services (DHS Director) and Director of Public Health (Public Health Director), or their respective designee(s), (collectively "The Directors"), to amend the contracts slated to expire by March 31, 2022 to: (i) extend their term on a month-to-month basis, in any increments, until the end of the month of the six (6) month anniversary following the date on which the Proclamation of a Local and Public Health Emergency due to the Coronavirus Disease 2019 (COVID-19) (Health Emergency Proclamation) is lifted by the Board of Supervisors (Board), (ii) reaffirm delegations of authority previously provided to The Directors for each contract; (iii) increase the contract rates by up to 25% and/or increase the maximum County obligation by up to 25%, if any, accordingly for the extension periods, provided that sufficient appropriation is available within the respective Department's existing budget, all subject to prior review and approval by the Chief Executive Office (CEO) and County Counsel; and

- (iv) provide for administrative or non-substantive changes subject to prior review and approval by County Counsel.
2. Delegate authority to The Directors, or their respective designee(s), to prepare and execute amendments to the contracts described in Recommendation 1 to modify statements of work, including changes to service delivery sites and scopes of services and to reflect federal, State and County regulatory and/or policy changes, provided that: (i) any such amendment does not result in an increase higher than 25% above the applicable previously Board-authorized amounts (contract rates and/or maximum County obligation); and (ii) sufficient appropriation is available within the respective Department's existing budget, with all amendments subject to review and approval by the CEO and County Counsel.
  3. Delegate authority to The Directors, or their respective designee(s), to terminate the contract(s) described in Recommendation 1 in accordance with the applicable contract termination provisions, including for convenience of the County and contractor's default, with advance written notification of such termination action to the Board and CEO.
  4. Delegate authority to the Public Health Director, or designee, to execute amendments to the contracts, as applicable, to: (i) allow for a no-cost adjustment to the term in compliance with the provisions of the corresponding grant used for reimbursement; (ii) allow the rollover of unspent contract funds to subsequent year; (iii) provide for an internal reallocation of funds among budgets for purposes of reimbursement; (iv) make changes to the scopes of work, as applicable; and (v) and/or provide an increase or decrease in funding up to 10% above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary; provided that sufficient appropriation is available within the Department's existing budget and subject to prior review and approval by CEO and County Counsel.
  5. Delegate authority to the Public Health Director, or designee, to execute change notices to the contracts that (i) permit revisions to the scopes of work, as necessary; (ii) authorize program revisions within its budget and corresponding service adjustments, as necessary, (iii) changes to hours of operation and/or service locations, and/or (iv) corrections of errors in the terms and conditions.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of Recommendation 1 will provide the Department of Health Services (DHS) and the Department of Public Health (Public Health) (collectively "The Departments") with the ability to continue to concentrate contracting resources on The Departments' most

immediate needs to prepare for and address a surge in COVID-19 cases in Los Angeles County. Since the Local Emergency Proclamation, The Departments' contracting

resources have been diverted to address significant needs in the areas of nursing, physician coverage, community testing, environmental services, testing and vaccination, support for the County's temporary quarantine and isolation sites, as well as managing logistics activities of the Incident Command System, including contact tracing and data management of reported positive COVID-19 cases. Additionally, The Departments have been focusing their resources on other urgent contractual requirements that have been necessary to address the COVID-19 pandemic, including contracts for vaccination and testing services and for securing community sites for provision of such services.

The Departments have reviewed their inventories of contracts (Attachments I and II provide a substantial list of contracts that are expiring by March 31, 2022) and have determined that, as contracting resources are currently diverted toward COVID-19 activities, The Departments will need the additional time contemplated in the recommendations to resume work on the replacements for these contracts.

Prior to exercising the requested delegated authority, The Departments will review their respective contractors' performance to ensure that there are no significant issues and that the contractors are in good standing with the County.

Approval of Recommendation 2 will allow The Directors to execute amendments to the contracts to add, delete, modify or replace the existing statements of work, including changes to service delivery sites and service categories; and/or reflect federal, State, and County regulatory and/or policy changes, as necessary, without interruption to provision of services.

Approval of Recommendation 3 will allow The Directors to terminate services in accordance with each contract's applicable termination provisions, including for the convenience of the County, in a timely manner, as necessary.

Approval of Recommendation 4 will allow the Public Health Director, or designee, to execute amendments to the contracts to: extend and/or adjust the term of the contract as allowed by the applicable grant; rollover unspent funds; provide for an internal reallocation of funds between budgets, if applicable; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, and make corresponding service adjustments, as necessary. This recommended action will also enable the Department of Public Health to amend the contract to adjust the term at no cost for a period of up to six (6) months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance the Department of Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 5 will allow the Public Health Director, or designee, to execute change notices to the contract that permit revisions to the scope of work, as necessary; authorize budget modifications, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

The provisions requiring advance review, notification, and identification of funding before undertaking any amendments will ensure the additional flexibility granted to The Directors by this delegated authority is accompanied by appropriate transparency and prudent fiscal management.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy II.2, "Support the Wellness of Our Communities," of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The Departments will fund their respective costs within their respective budgetary resources. Funding for future fiscal years will be addressed through the County's annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On March 4, 2020, the Board issued the Health Emergency Proclamation due to the Coronavirus Disease 2019. The recommendations above are presented in light of the current surge in COVID-19 cases and anticipation of The Departments' continued need to address public health and safety in the upcoming months due to persisting COVID-19 spread in Los Angeles County.

All amendments are subject to prior review and approval as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will give The Departments the necessary flexibility to be nimble in responding to the COVID-19 pandemic.

Respectfully submitted,

Respectfully submitted,

Christina R. Ghaly, M.D.  
Director

Barbara Ferrer, Ph.D., M.P.H., M.Ed  
Director

CRG:BF:JA:CWK

Honorable Board of Supervisors  
September 28, 2021  
Page 5

Enclosures

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



**ATTACHMENT I  
DHS CONTRACTS**

#	Contract #	Contractor	Service	Current Expiration
1	H-706756	ViiV Healthcare Company	HIV Fellowship Program	11/24/2021
2	H-702077	Catalyst Systems, LLC	Patient Classification System	12/12/2021
3	H-704934	Health Management Associates	Consultant	12/31/2021
4	H-708314	Daniel Levitan, MD, Inc.	Internal Medicine	12/31/2021
5	77653	Health Care Logistic Management, Inc., DBA Accurate Courier Services	Laboratory Courier	12/31/2021
6	78811	Stay Green, Inc.	Landscape Maintenance	12/31/2021
7	H-704562	CompSpec, Inc.	Medi-Cal Recovery Services	12/31/2021
8	H-704551	Health Advocates, LLC	Medi-Cal Recovery Services	12/31/2021
9	H-707981	University of Southern California on behalf of its USC School of Pharmacy	Part Time/Intermittent Specialty Pharmacy Services (Clinical Pharmacist Svcs.)	12/31/2021
10	H-708975	Managed Healthcare Unlimited Inc.	Staff Support	12/31/2021
11	H-708987	Sutherland Healthcare Solutions, Inc.	Staffing Services	12/31/2021
12	H-708766	Uber Health, LLC.	Transportation	1/13/2022
13	78925	Securitas Security Services, USA, Inc.	Security	1/31/2022
14	78926	Universal Protection Services, LP DBA Allied Universal Security Services	Unarmed Security Guard Services	1/31/2022
15	H-707628	Imagenet, LLC	Paper to Electronic Data Interchange (EDI) and Image Hosting	3/5/2022
16	H-705998	Lunchstop, Inc	Concession Services	3/31/2022
17	H-706486	Admiral Home Health, Inc.	Home Health	3/31/2022
18	H-706490	At Home Health Services, Inc.	Home Health	3/31/2022
19	H-706487	Family Home Health Care, Inc.	Home Health	3/31/2022
20	H-706709	Gidda's Home Health Services, Inc.	Home Health	3/31/2022
21	H-706816	Green Pine Home Healthcare Services, Inc.	Home Health	3/31/2022
22	H-707159	Soteria Home Health Agency, Inc.	Home Health	3/31/2022
23	H-706491	Valley Home Health Care Agency, Inc.	Home Health	3/31/2022
24	H-706502	Active Hospice Care Inc.	Hospice Services	3/31/2022
25	H-706496	Admiral Hospice Care, Inc.	Hospice Services	3/31/2022
26	H-706504	Compassionate Hospice Care, Inc.	Hospice Services	3/31/2022
27	H-706493	Hope International Hospice	Hospice Services	3/31/2022
28	H-706499	L&A Care Corporation dba Roze Room Hospice	Hospice Services	3/31/2022

**ATTACHMENT I  
DHS CONTRACTS**

<b>#</b>	<b>Contract #</b>	<b>Contractor</b>	<b>Service</b>	<b>Current Expiration</b>
29	H-706498	Los Angeles Hospice, Inc.	Hospice Services	3/31/2022
30	H-706501	Roze Room Hospice of the Valley	Hospice Services	3/31/2022
31	H-706503	St. Liz Hospice, Inc.	Hospice Services	3/31/2022
32	H-708468	American Cancer Society, Inc.	License Agreement for Cancer Resources and Referral Service	3/31/2022

\* May not be an exhaustive list of all contracts expiring by March 31, 2022

**ATTACHMENT II  
PUBLIC HEALTH CONTRACTS**

#	Contract #	Contractor	Service	Current Expiration
1	PH-000749	Essential Access Health	STD Infertility Prevention Project Services	12/31/2021
2	H-700241	APLA Health & Wellness	Nutrition Support Services	2/28/2022
3	H-700279	Bienestar Human Services, Inc.	Nutrition Support Services	2/28/2022
4	H-700267	Project Angel Food	Nutrition Support Services	2/28/2022
5	PH-002897	AIDS Healthcare Foundation	Benefit Specialty Services	2/28/2022
6	PH-002898	St. Mary Medical Center	Benefit Specialty Services	2/28/2022
7	PH-001537	Tarzana Treatment Centers, Inc. (SPA 1)	Benefit Specialty Services	2/28/2022
8	PH-002226	AIDS Healthcare Foundation	Medical Subspecialty Services	2/28/2022
9	H-701004	Tarzana Treatment Centers, Inc.	Substance Use Disorder, Transitional Housing	2/28/2022
10	PH-004546	Uber Health	Transportation	3/03/2022
11	PH-002673	APLA Health & Wellness	Benefit Specialty Services	3/31/2022
12	PH-002899	AltaMed Health Services Corporation	Benefit Specialty Services	3/31/2022
13	PH-002900	City of Long Beach	Benefit Specialty Services	3/31/2022
14	PH-002901	East Valley Community Health Center, Inc.	Benefit Specialty Services	3/31/2022
15	PH-003056	JWCH Institute, Inc.	Benefit Specialty Services	3/31/2022
16	PH-002661	Minority AIDS Project	Benefit Specialty Services	3/31/2022
17	PH-002902	Northeast Valley Health Corporation	Benefit Specialty Services	3/31/2022
18	PH-002903	Tarzana Treatment Centers, Inc.	Benefit Specialty Services	3/31/2022
19	PH-002680	Venice Family Clinic	Benefit Specialty Services	3/31/2022

## ATTACHMENT II PUBLIC HEALTH CONTRACTS

#	Contract #	Contractor	Service	Current Expiration
20	PH-000599	Center for Health Justice, Inc.	Transitional Case Management, Jail Services	3/31/2022
21	H-300114	JWCH Institute, Inc.	Transitional Case Management, Jail Services	3/31/2022
22	H-300113	Minority AIDS Project	Transitional Case Management, Jail Services	3/31/2022
23	PH-000598	Public Health Foundation Enterprises, Inc	Transitional Case Management, Jail Services	3/31/2022
24	H-300127	Tarzana Treatment Centers, Inc.	Transitional Case Management, Jail Services	3/31/2022
25	PH-003547	Southern California Crossroads	Trauma Prevention Initiative: Street Outreach	3/31/2022
26	PH-003548	Soledad Enrichment Action, Inc.	Trauma Prevention Initiative: Street Outreach	3/31/2022

\* May not be an exhaustive list of all contracts expiring by March 31, 2022

## BOARD LETTER FACT SHEET

Agenda Review Date: September 8, 2021  
Board Meeting Date: October 5, 2021  
Sup. Dist. / SPA No.: All Supervisorial Districts

**DRAFT**

BOS Approval

**DEPARTMENT:** *Mental Health*

**SUBJECT:** Approval to execute a sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) to implement the Mental Health Loan Repayment Program (MHLRP) in Los Angeles County.

### I. PUBLIC BENEFIT (precise description, mandated or non-mandated)

Board approval will allow DMH to collaborate with CalMHSA to implement the MHLRP to provide educational loan repayment assistance to strengthen recruitment, training, education, and retention for Los Angeles County Public Mental Health professionals.

### II. RECOMMENDED ACTIONS (summarized)

Approve and authorize DMH's Chief Deputy Director to execute a new sole source Participation Agreement with CalMHSA to implement the MHLRP in Los Angeles County, effective October 5, 2021 through June 30, 2024, with an option to extend the term for two additional fiscal years, as necessary. Delegate authority to DMH's Chief Deputy Director to execute future amendments to add, delete, modify, or replace CalMHSA's Agreement, Exhibit A - Program Description and/or Exhibit B - General Terms and Conditions; reflect federal, State, and County regulatory and/or policy changes; and/or modify the Total Contract Amount (TCA). Delegate authority to DMH's Chief Deputy Director to terminate the Agreement in accordance with the termination provisions.

### III. COST AND FUNDING SOURCES

Cost: TCA to implement the MHLRP is \$12,306,376

Funding: Office of Statewide Health Planning and Development Grant Funding and State MHSA

### IV. BACKGROUND (critical and/or insightful)

On January 19, 2021, your Board adopted a resolution and authorized DMH to accept the Los Angeles Workforce Education and Training (WET) Regional Partnerships grant funding from the State of California, Office of Statewide Health Planning and Development (OSHPD) to provide educational loan repayment assistance for Public Mental Health System (PMHS) professionals in Los Angeles County. CalMHSA is identified as the exclusive agency managing all State Mental Health Services Act (MHSA) WET Regional Partnership funds for the State of California and has extensive experience managing a similar MHLRP for other counties in accordance with State MHSA mandates. DMH's new sole source Participation Agreement with CalMHSA will support DMH to implement the MHLRP in accordance with OSHPD's PMHS eligibility requirements.

### V. POTENTIAL ISSUE(S)

N/A

### VI. DEPARTMENT & COUNTY COUNSEL CONTACTS

DMH: Gregory Polk, Chief Deputy Director - GPolk@dmh.lacounty.gov  
County Counsel: Emily Issa, Elssa@counsel.lacounty.gov, (213) 974-1827



# DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.  
Director

Gregory C. Polk, M.P.A.  
Chief Deputy Director

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

Lisa H. Wong, Psy.D.  
Senior Deputy Director

October 5, 2021

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:

**APPROVAL TO EXECUTE A SOLE SOURCE PARTICIPATION AGREEMENT WITH  
THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO IMPLEMENT THE  
MENTAL HEALTH LOAN REPAYMENT PROGRAM IN LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a sole source Participation Agreement with the California Mental Health Services Authority to implement the Mental Health Loan Repayment Program to provide educational loan repayment assistance for Public Mental Health System professionals in Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Department of Mental Health's Chief Deputy Director (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 Act (CalMHSA) to implement the Mental Health Loan Repayment Program (MHLRP). The Agreement will be effective October 5, 2021 through June 30, 2024, with an option to extend the term for two additional fiscal years, as necessary. The Total Contract Amount (TCA) is \$12,306,376, which includes \$1,605,180 for CalMHSA's administrative overhead, fully funded by the Los Angeles Workforce Education and Training (WET) Regional Partnership Grant Funding from the State of California, Office of Statewide Health Planning and Development (OSHPD) in the amount of \$8,987,396 and a 33 percent match

requirement funded by the State Mental Health Services Act (MHSA) revenue in the amount of \$3,318,980.

2. Delegate authority to the Chief Deputy Director, or designee, to prepare, sign, and execute future amendments or modifications to the Agreement to add, delete, modify, or replace Exhibit A – Program Description and/or Exhibit B – General Terms and Conditions; reflect federal, State and County regulatory and/or policy changes; and increase the TCA provided that: 1) the County's total payment does not exceed an increase of 10 percent from the applicable TCA in the first recommendation; and 2) sufficient funds are available, provided that any amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).
3. Delegate authority to the Chief Deputy Director, or designee, to terminate the Agreement described in Recommendation 1 in accordance with the termination provisions. The Chief Deputy Director, or designee, will notify the Board and CEO, in writing, of such termination action.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended actions will allow DMH to collaborate with CalMHSA to implement the MHLRP to strengthen recruitment, training, education, and retention of the Public Mental Health System (PMHS) workforce.

Board approval of Recommendation 1 will authorize the Chief Deputy Director, or designee, to execute the new sole source Agreement with CalMHSA, effective October 5, 2021 through June 30, 2024, with an option to extend the term for two additional fiscal years, as necessary.

Board approval of Recommendation 2 will allow DMH to amend the Agreement to add, delete, modify, or replace the Agreement's Exhibit A – Program Description and/or Exhibit B – General Terms and Conditions; 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 termination provisions, in a timely manner, as necessary.

#### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the County's Strategic Plan Goal III, Realize Tomorrow's Government Today, specifically Strategy III.1 – Continually Pursue Development of Our Workforce.

### **FISCAL IMPACT/FINANCING**

The TCA to implement the MHLRP is \$12,306,376, which includes \$1,605,180 in administrative overhead for CalMHSA, fully funded by the Los Angeles WET Regional Partnership OSHPD Grant funding in the amount of \$8,987,396 and a 33 percent match requirement in the amount of \$3,318,980 funded by State MHSA revenue. Funding for Fiscal Year (FY) 2021-22 is included in DMH's FY 2021-22 Adopted Budget. Funding for future fiscal years 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 of Powers Agreement in order 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 Authority (JPA) 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 to State MHSA regulations.

On January 19, 2021, your Board adopted a resolution and authorized DMH to accept the Los Angeles WET Regional Partnership OSHPD Grant Funding from the State of California to provide educational loan repayment assistance for PMHS professionals in Los Angeles County. OSHPD supports healthcare accessibility through the promotion of a diverse and competent workforce in accordance to the State Budget Act of 2019 (SB 109) which allocated funding and authorized OSHPD to award grants for MHSA WET Regional Partnerships. Correspondingly, Section 5822(d) of the Welfare and Institutions Code (WIC) established Regional Partnerships between the mental health system and educational system to outreach to multicultural communities and increase diversity in the mental health workforce.

CalMHSA is identified as the exclusive agency managing all State MHSA WET Regional Partnership funds for the State of California. The new sole source Agreement with CalMHSA will support DMH to implement the MHLRP in accordance with OSHPD's PMHS eligibility requirements. CalMHSA has extensive experience managing a similar MHLRP for other counties and has proven to have subject matter expertise in all aspects of implementation, disbursement of awards, tracking and outcomes. In addition, CalMHSA will provide employment and education resources, and ongoing staffing support to coordinate and administer WET Regional Partnership programs and activities in Los Angeles 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 he 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 August 6, 2021 (Attachment II) of its intent to execute a new sole source Agreement with CalMHSA to implement the MHLRP in Los Angeles County. The required Sole Source Checklist (Attachment III) identifying and justifying the need for a sole source has been approved by the CEO.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended actions will allow DMH to collaborate with CalMHSA to implement the MHLRP and strengthen recruitment, training, education, and retention of the PMHS workforce in Los Angeles County.

Respectfully submitted,

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GREGORY C. POLK  
Chief Deputy Director

GCP:SK:RLR  
SC:atm

Attachments (3)

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

Agreement No. 894-WET-2021-LA  
MHSA WET Regional Partnership Mental Health Loan Repayment Program

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: **MHSA WET Regional Partnership Mental Health Loan Repayment 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 this Participation 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

3. The maximum amount payable under this Agreement is \$12,306,376.
4. The term of the Program is October 5, 2021 through June 30, 2024, with the option for early termination or optional extension for up to two additional fiscal years, as necessary.
5. Authorized Signatures:

**CalMHSA**

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

Title: Executive Director Date: \_\_\_\_\_

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): Gregory C. Polk, M.P.A

Title: Chief Deputy Director Date: \_\_\_\_\_

**Participation Agreement**  
**EXHIBIT A – PROGRAM DESCRIPTION**

- I. Name of Program: MHSA WET Regional Partnership Mental Health Loan Repayment Program**
- II. Term of Program:** This is a 33 month contract, beginning October 5, 2021 and terminating on June 30, 2024, with the option for early termination or extension as provided below.
- III. Program Objective and Overview:**

The Los Angeles Regional Partnership funded by State Mental Health Services Act (MHSA) Workforce Education and Training (WET) was approved to develop and implement the Department of Mental Health - Mental Health Loan Repayment Program. This Financial Incentive Program offers opportunities to retain and recruit a Public Mental Health System (PMHS) workforce consistent with MHSA tenets: “24/7 whatever it takes,” outreach/engagement/services to underserved/unserved communities, and bilingual/bicultural service delivery in one of the thirteen (13) threshold languages. Awards up to \$10,000 are available and specifically for qualified direct service personnel (including clinical supervisors) in exchange for a one-year continued service work commitment. No award will exceed the educational loan balance.

Implementation of the Program requires securing fiscal intermediary services of Contractor, California Mental Health Services Authority (CalMHSA), for successful implementation, follow up and reporting outcome mandates. Program implementation functions are outlined in Exhibit B.

Please Note: The Los Angeles County Department of Mental Health (DMH) will retain oversight of this contract and will be the sole party to determine applicant eligibility and selection. The Office of Statewide Health Planning and Development (OSHPD), will be responsible for the initial component of the DMH-MHLRP and includes management of program applications.

DMH anticipates approximately 1,000+ MHLRP applications with projected funding of a minimum 357 individuals annually.

**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. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – 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) – 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.
- 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 the Cover Sheet.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Advertising Tasks:
    - a) Develop and distribute financial incentive marketing material for DMH program and DMH contractor providers (i.e., flyers, social media informational notices, etc.). All advertising materials are required to include the eligibility criteria, as provided by DMH.
  - 2. Application and Scoring Tasks:
    - a) Receive eligible applicants' data from DMH, estimated at 1,000+ applications.
    - b) Utilize an online evaluation instrument which includes electronic application scoring features.
    - c) Recruit, coordinate, and convene a review panel.
      - 1. Panel membership may consist of Contractor staff, academia personnel, management personnel of the public mental health system, and other personnel as approved by DMH.
      - 2. A minimum of two (2) panel members per application reviewed.
      - 3. A panel member may be excused for potential/inherent conflict of interest if personal or professional associations abide.
      - 4. Panel members will attest to any potential conflicts of interest prior to review of applications.

- d) Score applications averaging two (2) panel member ratings and generate final listing of awardees.
  - 1. DMH will review average scores for each applicant, as provided by Contractor.
  - 2. In case of scoring tie in any given funding round, DMH will review and identify additional factors to differentiate tie results.
- e) Create a wait list of up to 20 potential awardees.

3. Notification of Awards:

- a) Prepare and notify all applicants of award decision. DMH will review and approve list prior to its distribution.
- b) Request educational loan documentation from awardee for verification – individuals not submitting appropriate documentation within the provided timeframe will be disqualified. Identified loans must be for educational purposes only, must not have been consolidated with other loans, and must be in the awardee's name. Other criteria may be included.
- c) Prepare and secure signatures on Award Agreement for all awardees; refusal to sign is ground for disqualification. Terms of this agreement will be provided by DMH.

Please Note: There is no appeals process of final scoring and award determinations.

4. Tracking of Payback Commitment:

- a) To ensure payback commitments are completed by awardees, the Contractor will be tasked with:
  - 1. Secure employment verification documentation from awardees' supervisor after six months and after 11 months. Human Resources personnel cannot verify that service aligns with the Award Agreement.
  - 2. Require notification from awardees regarding change of duties, responsibilities, or worksites; forward information to DMH for continued eligibility determination.
  - 3. Notify individuals who are no longer completing obligation of their award disqualification.
  - 4. Notify the proceeding wait listed individual of award availability, verifying eligibility; Contractor may award additional wait listed individuals contingent on program funding and approval by DMH.

5. Eligibility:

- a) To ensure eligibility is met by awardee, Contractor will be tasked with overseeing that the following criteria is followed:
  - 1. Awards up to \$10,000 are available and specifically for qualified direct service personnel (including clinical supervisors) in exchange for a one-year continued service work commitment.
  - 2. Wait listed individuals must complete one full year of service from time Award Agreement has been executed.

3. Individuals are/are not able to account for time served prior to award.
4. Individuals are eligible to apply for future funding opportunities, upon completion of their current obligation.
6. Financial Intermediary Duties:
  - a) Distribute awarded funds directly to educational loan institution(s) upon completion of the payback service commitment.
  - b) Notify awardees of payment forwarded on their behalf and total amount of award.
  - c) Generate and mail a 1099 to awardee for Internal Revenue Service reporting.
  - d) Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines, and/or contractual obligations.
  - e) Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - f) Upon receipt of DMH 33% match funding, issue verification of mandate to OSHPD.
7. Outcomes:
  - a) Continuously update electronic data set to ensure accurate reporting at any time.
  - b) Forward to DMH copies of all data sets electronically and appropriately encrypted, as requested.
8. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee, which Participant will pay within 30 days of execution of this Participation Agreement.
  2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
  3. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
  4. Provide feedback on Program performance.
  5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

### **III. Duration, Term, and Amendment**

- A. The term of the Program is for thirty-three (33) months, beginning October 5, 2021 and terminating on June 30, 2024, with the option for early termination or extension for up to two additional fiscal years, as necessary.
- B. To implement an extension, an Amendment to the Participation Agreement shall be prepared by CalMHSA and executed by CalMHSA and DMH Chief Deputy Director or designee.

- C. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six months' written notice. Notice shall be deemed served on the date of mailing.
- B. Participant's withdrawal 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 the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms:

Fiscal Year	Funding Allocation	Total	Total Paid Per Fiscal Year
2021/22	Admin Overhead	\$401,294.88	\$3,720,274.88
	OSHPD Match *To be credited to 22/23 Cohort 1 Award costs	\$3,318,980.00	
2022/23	Cohort 1 Award	\$2,031,618.40	\$2,834,208.16
	Cohort 1 Admin Overhead	\$401,294.88	
	Cohort 2 Admin Overhead	\$401,294.88	
2023/24	Cohort Award 2	\$5,350,598.40	\$5,751,893.28
	Cohort 2 Admin Overhead	\$401,294.88	
<b>TOTAL:</b>			<b>\$12,306,376.32</b>

\*Participant is to pay the total funding for Fiscal Year 2021/22 upon execution of this agreement, and remaining funds on or before July 1 of each fiscal year.

C. The Program Budget for all funds collected by CalMHSA is as follows:

Program Budget				
FISCAL YEAR	COHORT (ACTIVITIES)	Max Total \$\$ Awarded	Admin Overhead - Contractor (15%)	Total *
FY 2021-2022	Cohort 1 (Selection)		\$401,294.88	\$401,294.88
<b>FY 2021-2022 TOTAL</b>			<b>\$401,294.88</b>	<b>\$401,294.88</b>
FY 2022-2023	Cohort 1 (Award)	\$5,350,598.40	\$401,294.88	\$5,751,893.28
	Cohort 2 (Selection)		\$401,294.88	\$401,294.88
<b>FY 2022-2023 TOTAL</b>		<b>\$5,350,598.40</b>	<b>\$802,589.76</b>	<b>\$6,153,188.16</b>
FY 2023-2024	Cohort 2 (Award)	\$5,350,598.40	\$401,294.88	\$5,751,893.28
<b>FY 2023-2024 TOTAL</b>		<b>\$5,350,598.40</b>	<b>\$401,294.88</b>	<b>\$5,751,893.28</b>
<b>GRAND TOTAL</b>		<b>\$10,701,196.80</b>	<b>\$1,605,179.52</b>	<b>\$12,306,376.32</b>

D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

#### VI. Mutual Indemnification

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, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, 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.





# DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.  
Director

Gregory C. Polk, M.P.A.  
Chief Deputy Director

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

Lisa H. Wong, Psy.D.  
Senior Deputy Director

August 6, 2021

TO: Supervisor Hilda L. Solis, Chair  
Supervisor Holly J. Mitchell  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

FROM: Gregory C. Polk, M.P.A.  
Chief Deputy Director

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO IMPLEMENT THE MENTAL HEALTH LOAN REPAYMENT PROGRAM IN LOS ANGELES COUNTY**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to enter into a new sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) to implement the Mental Health Loan Repayment Program (MHLRP) in Los Angeles County.

DMH will request that your Board approve a new sole source Participation Agreement with CalMHSA effective October 1, 2021 through June 30, 2024, with an option to extend the term for two additional fiscal years, as necessary.

## **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. Under California Government Code Section 6500 et seq, CalMHSA is a Joint Powers Authority (JPA) 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 to the State Mental Health Services Act (MHSA) regulations.

On January 19, 2021, your Board adopted a resolution and authorized DMH to accept the Los Angeles Workforce Education and Training (WET) Regional Partnership Grant Funding from the State of California, Office of Statewide Health Planning and Development (OSHPD) to provide educational loan repayment assistance for Public Mental Health System professionals in Los Angeles County.

The new sole source Participation Agreement with CalMHSA will support DMH to implement the MHLRP as CalMHSA has managed a similar MHLRP for other counties and has proven to have subject matter expertise in all aspects of implementation, disbursement of awards, tracking and outcomes. CalMHSA is also identified as the exclusive agency managing all State MHSA WET Regional Partnerships funds for the State of California. In addition, CalMHSA will provide employment and education resources, and ongoing staffing support to coordinate and administer WET Regional Partnership programs and activities in Los Angeles County.

The Director of Mental Health currently serves on the Board of Directors of CalMHSA's Joint Powers Agreement, but he 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 of the new sole source Participation Agreement with CalMHSA.

### **NOTIFICATION TIMELINE**

Pursuant to Board Policy No. 5.100 (Sole Source Contracts), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for new sole source contracts. 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 implement the MHLRP to strengthen recruitment, training education, and retention of the Public Mental Health System workforce in Los Angeles County.

If you have any questions or concerns, please contact me at (213) 738-4926, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at (213) 943-9146.

GCP:SK:RLR  
SC: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 (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> 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 type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input checked="" 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"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<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 to replace an existing system or infrastructure, administrative cost 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.

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date