



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

June 30, 2020

APPROVED BY THE CEO

JUN 30 2020

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

BY DELEGATED AUTHORITY

Dear Supervisors:

**APPROVAL TO AMEND THE EXISTING CONTRACT WITH COMMUNITY
PARTNERS FOR THE PROVISION OF ADDITIONAL TRAINING AND TECHNICAL
SUPPORT NEEDED FOR THE INCUBATION ACADEMY FOR
FISCAL YEARS 2020-21 AND 2021-22
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend the existing Community Partners Contract and thereby increase the Total Contract Sum in order to continue to expand training capacity and technical support for Fiscal Years 2020-21 and 2021-22.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an Amendment, substantially similar to Attachment I, to the existing contract with Community Partners in order to continue to provide trainings and technical support for community based organizations participating in the Incubation Academy. The Amendment will be effective July 1, 2020, with an increase of \$848,961 for Fiscal Year (FY) 2020-21 and an increase of \$197,275 for FY 2021-22, fully funded by Mental Health Services Act (MHSA) revenue. The revised Total Contract Sum (TCS) will be \$5,827,236.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to revise the boilerplate language; revise the TCS; add, delete,

modify, or replace the Statement of Work; and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) the County's total payment to the Contractor will not exceed an increase of more than ten percent of the last Board-approved TCS; and 2) sufficient funds are available. These amendments will be subject to the 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 Director, or his designee, to terminate the Contract described in accordance with the termination provisions, including Termination for Convenience. The Director, or his designee, will notify the Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On May 29, 2018, the Board approved a motion directing the CEO and the Director of the Department of Mental Health (DMH) in consultation with the Auditor-Controller and the Director of the Center for Strategic Partnerships (CSP), to make recommendations on establishing a Community-Based Mental Health Incubation Academy (Academy). This Academy is intended to provide technical support and financial resources to participating agencies in order to build capacity and competencies in providing mental health support services within at-risk communities. In the report back to the Board dated September 14, 2018, CEO requested delegated authority to procure and select the contractor, with input from stakeholders, and Community Partners was the agency identified to provide the training to the interested agencies. Given the current circumstances and in response to the COVID-19 pandemic, public gatherings are prohibited. As such, there were unanticipated costs with respect to added work, materials and equipment needed to replace in-person trainings with additional virtual trainings; and, to adequately equip the Incubation Academy in order to best prepare community-based organizations with the provision of relevant, sustainable, and essential services in a post-COVID-19 world. More technical support was needed to assist agencies in shifting to a virtual training environment, which also required additional administrative supports and costs for Community Partners.

Board approval of Recommendation 1 will allow DMH to amend the Contract to increase the funding amount for the purpose of conducting additional trainings.

Board approval of Recommendation 2 will allow DMH to amend the Contract as necessary, without interruption to trainings.

Board approval of Recommendation 3 will enable DMH to terminate the Contract in accordance with the Contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support the County's Strategic Plan Goal I, Make Investments That Transform Lives via Strategy I.1 Increase Our Focus on Prevention Initiatives; Strategic Plan Goal II, Foster Vibrant and Resilient Communities via Strategies II.1 Drive Economic and Workforce Development in the County and II.2 Support the Wellness of our Communities.

FISCAL IMPACT/FINANCING

The FY 2020-21 funding for this Contract is \$848,961, fully funded by State MHSA revenue and is included in DMH's FY 2020-21 Recommended Budget.

Funding for future fiscal years will be requested through DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Recommendations for implementing a Department of Mental Health Community-Based Incubation Academy were provided to the Board in a report dated September 14, 2018. Included in this report are the curriculum and program design.

The Academy program design has two components: 1) A five-step selection process to recruit and select the targeted small to mid-size community organization population; and, 2) An Academy consisting of three modules for selected qualifying participants. Each of the three training modules have specific objectives designed to prepare agencies to contract with DMH to provide ongoing community-based prevention services.

The attached amendment format has been approved as to form by County Counsel.

As mandated by your Board, the performance of the Contractor is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.

The Honorable Board of Supervisors
June 30, 2020
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IMPACT ON CURRENT SERVICES OR PROJECTS

Board approval of the proposed actions will promote the County's efforts in addressing the mental health needs of its constituents by partnering with organizations within those communities.

Respectfully submitted,



Jonathan E. Sherin, M.D., Ph.D.
Director

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Attachments (1)

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

CONTRACT NO. MH280001

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this 1st day of July, 2020, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Community Partners (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Contract, dated October 23, 2019, identified as County Contract No. MH280001, (hereafter "Contract"); and

WHEREAS, on February 5, 2019, in accordance with Board Motion 19-0801, the Board of Supervisors delegated authority to the Director of Department of Mental Health, or designee, to enter into an agreement with a third party administrator to develop and operate the Mental Health Incubation Academy that will provide capacity-building and infrastructure training to community-based and grassroots organizations;

WHEREAS, on June 30, 2020, the Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, for Fiscal Years ("FY") 2019-20, FY 2020-21 and FY 2021-22, County and Contractor intend to amend this Contract to increase the Total Contract Sum ("TCS"), and make other hereunder designated changes; and

WHEREAS, for FY 2019-20, FY 2020-21 and FY 2021-22, County and Contractor intend to amend the Contract only as described hereunder; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

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

1. The Amendment is hereby incorporated into the original Contract, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.

2. Paragraph 5 (CONTRACT SUM), Subparagraph 5.1.1 shall be deleted in its entirety and replaced to read as follows:

“The Contract sum will not exceed \$5,827,236, effective upon execution through June 30, 2022, as provided in Exhibit B-1 (Funding Summary).”

3. Funding Summary (Exhibit B), shall be deleted in its entirety, and replaced with Funding Summary (Exhibit B) - 1 attached hereto and incorporated herein by reference. All references in Contract to Funding Summary (Exhibit B), shall be deemed amended to state “Funding Summary (Exhibit B) - 1.”

4. Paragraph 4 (TERM OF CONTRACT), Subparagraph 4.2 (Automatic Renewal Period(s)), shall be deleted in its entirety and replaced to read as follows:

4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year extension, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the County's Director of Mental Health or his authorized designee.

4.2.1 Optional Extension Period(s): To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of Mental Health or his authorized designee as defined in Paragraph 8.1 - Amendments.

(1) First Optional Extension Period: If this Contract is extended, the First Optional Extension Period shall commence on July 1, 2022 and shall continue in full force and effect through June 30, 2023.

(2) Second Optional Extension Period: If this Contract is extended, the Second Optional Extension Period shall commence on July 1, 2023 and shall continue in full force and effect through June 30, 2024.

5. Paragraph 8.19 (Fair Labor Standards) shall be deleted in its entirety and replaced to read as follows:

8.19.1 To the extent permitted by applicable law, the Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and any applicable State law, shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act and any applicable State law, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

6. Paragraph 8.9.1 (Conflict of Interest) shall be deleted in its entirety and replaced to read as follows:

Per Los Angeles County Code, Section 2.180.010 (below), no County employee shall be employed in any capacity by this Contractor. Chapter 2.180 - CONTRACTING WITH CURRENT OR FORMER COUNTY EMPLOYEES 2.180.010-Certain contracts prohibited

A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who: a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners or major shareholders.

B. The prohibition of this section 2.180.010 shall not apply to a Contract with an individual who was formerly employed by the County as a physician resident or fellow.

C. Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

8.9.1.1 Contractor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by signing Exhibit X (Certification of No Conflict of Interest).

8.9.1.2 The Los Angeles County Code, Section 2.180.010 may be accessed through the following link:
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances

7. Exhibit X (Certification of No Conflict of Interest) is added to the Contract and incorporated herein by reference.

8. Paragraph 8.20.1 (Force Majeure) shall be deleted in its entirety and replaced to read as follows:

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, and other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every

such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events")

9. COUNTY'S ADMINISTRATION (Exhibit E), shall be deleted in its entirety, and replaced with COUNTY'S ADMINISTRATION (Exhibit E) - 1 attached hereto and incorporated herein by reference. All references in Contract to COUNTY'S ADMINISTRATION (Exhibit E), shall be deemed amended to state "COUNTY'S ADMINISTRATION (Exhibit E) - 1."
10. Except as provided in this Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or designee, and Contractor has caused this Amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. SHERIN, M.D., Ph.D.
Director of Mental Health

Community Partners
CONTRACTOR

By _____

Name _____ Paul Vandeventer

Title President and Chief Executive Officer
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Craig L. Kirkwood, Jr.
Senior Associate County Counsel

County of Los Angeles - Department of Mental Health
Community Partners Contract Funding Summary for Incubation Academy (Transforming LA)
Exhibit B-1

Expenditures	Fiscal Year			Total
	FY 2019-20	FY 2020-21	FY 2021-22	
Planning Development and Implementation of Training Content and Resources	\$140,250	\$361,217	\$201,684	\$703,151
Support for Participant Projects				
Supervisorial District 1	\$0	\$1,000,000	\$0	\$1,000,000
Supervisorial District 2	\$0	\$1,000,000	\$0	\$1,000,000
Supervisorial District 3	\$0	\$1,000,000	\$0	\$1,000,000
Supervisorial District 4	\$0	\$1,000,000	\$0	\$1,000,000
Supervisorial District 5	\$0	\$1,000,000	\$0	\$1,000,000
Administrative OH (15%)	\$24,750	\$63,744	\$35,591	\$124,085
Total	\$165,000	\$5,424,961	\$237,275	\$5,827,236

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Community Partners

Contractor's Name

Paul Vandeventer, President/CEO
Official's Name and Title (please print)

Official's Signature

COUNTY'S ADMINISTRATIONCONTRACT NO: MH280001**DIRECTOR OF MENTAL HEALTH PROJECT DIRECTOR OR HIS DESIGNEE:**Name: Jonathan E. Sherin, M.D., Ph.D.Title: Director of the Department of Mental HealthAddress: 550 S. Vermont AvenueLos Angeles, CA., 90020Telephone: (213) 738-4601Facsimile: (213) 386-1297E-Mail Address: Director@dmh.lacounty.gov**COUNTY PROJECT MANAGER:**Name: Regina WaughTitle: Executive DirectorAddress: 550 S. Vermont Avenue, 4th FloorLos Angeles, CA., 90020Telephone: (213) 251-6825Facsimile: N/AE-Mail Address: RWaugh@dmh.lacounty.gov**COUNTY CONTRACT PROJECT MONITOR:**Name: Ken ShouldersTitle: Health Programs Analyst IIAddress: 600 S. Commonwealth Ave, 6th FloorLos Angeles, CA., 90005Telephone: (213) 739-5482Facsimile: N/AE-Mail Address: KShoulders@dmh.lacounty.gov