County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

DAVID E. JANSSEN
Chief Executive Officer

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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July 17, 2007 F 25 JUL 17 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF A DEPARTMENT OF MENTAL HEALTH AMENDMENT TO AN AFFILIATION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES, TO IMPLEMENT THE MENTAL HEALTH SERVICES ACT INTEGRATED SERVICES FOR CO-OCCURRING MENTAL HEALTH AND SUBSTANCE ABUSE DISORDERS TRAINING PROGRAM FOR FISCAL YEAR 2007-08 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute a Department of Mental Health (DMH) Amendment substantially similar to the Attachment, to an Affiliation Agreement (Agreement), with the Regents of the University of California, Los Angeles (UCLA), for the development and implementation of the Mental Health Services Act (MHSA) Integrated Services for Co-Occurring Mental Health and Substance Abuse Disorders (COD) Training and Curriculum Development Program (COD Program) for Fiscal Year (FY) 2007-08. The amount of the Amendment will be $1,356,316 and will be totally funded with MHSA Community Services and Supports (CSS) funds. The Amendment will be effective upon Board of Supervisors (Board) approval through June 30, 2008, and will establish a new Agreement Maximum Contract Amount (MCA) of $4,650,218 for FY 2007-08.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this Agreement and establish as a new MCA the aggregate of the original Agreement and all amendments through and including this Amendment, provided that: 1) the County's total payments to a contractor under this Agreement for FY 2007-08 shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO) or their designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, reduce programs or services and revise the applicable MCA; and 6) the Director of Mental Health shall notify the CEO's office after execution of this Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

In keeping with DMH's, MHSA CSS Plan and the need for integrated treatment for persons with COD, Board approval is being requested to execute an Amendment with UCLA to develop a coordinated and integrated developmentally-appropriate approach to treating children/youth (ages 0-15) and/or their caregivers with COD. UCLA will develop and implement a comprehensive COD curriculum that includes intensive training for mental health and substance abuse treatment personnel working in children's MHSA Full Service Partnership (FSP) programs on best practices, including evidence-based and unique, innovative approaches to preventing COD and treating persons with COD.

The Amendment reflects the MHSA Stakeholders' recommendations included in the MHSA CSS Plan, which was approved by your Board on October 11, 2005, and will enable this existing, experienced DMH provider to develop and implement the COD Program and to also maintain COD treatment competence countywide by providing trainings for children's FSP and non-FSP providers that include practicum experience and ongoing on-site consultation by experts in the field.

Implementation of Strategic Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No. 1, "Service Excellence," Goal No. 3, "Organizational Effectiveness," and Programmatic Goal No. 7, "Health and Mental Health." Board approval will allow UCLA to develop and implement the COD Program, a training and consultation program that will enhance the County's comprehensive array of services and commitment to the well-being of children and their families.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The FY 2007-08 total COD Program cost is $1,356,316, which is fully funded by MHSA CSS funds. Funding in the amount of $1,162,556 is included in the Department's FY 2007-08 Adopted Budget. The remaining amount of MHSA CSS funds, totaling $193,760, will be included in the Department's FY 2007-08 Supplemental Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The focus of the State approved MHSA CSS Plan is on recovery-oriented services for people who are diagnosed with severe and persistent mental illness or serious emotional problems, including children and their families, transition-age youth (TAY), adults, and older adults. Special emphasis is placed upon individuals who are homeless or are at risk of homelessness, incarceration, or placement in long-term locked mental health facilities because of their mental illness. Consideration is also given to adequately and appropriately addressing the unique needs of the diverse ethnic and racial groups in our County.

The COD Program will offer a comprehensive COD curriculum that includes intensive training for mental health and substance abuse treatment personnel working in children's MHSA FSP programs on best practices, including evidence-based and unique, innovative approaches to preventing COD and treating persons with COD.

COD treatment competency will be maintained countywide by providing intensive ongoing training for children's FSP providers that includes practicum experiences and ongoing on-site consultation by experts in the field. Trainers from organizations that are within and outside the DMH system and who have knowledge and experience working with persons with COD, specifically with ethnic and racial minority populations that currently do not access DMH services, will be utilized.

UCLA is an organization that is in good standing with DMH. This agency has proposed to develop and implement the COD Program to ensure that: (1) mental health and substance abuse treatment personnel have an expanded understanding of COD issues, and why identification of and interventions for these issues are important; (2) mental health and substance abuse treatment personnel conduct integrated assessments for COD; (3) mental health and substance abuse treatment personnel use brief intervention strategies for persons with multiple needs; (4) mental health and substance abuse treatment personnel develop additional skills in working effectively with ethnic and racial

minority populations with COD; and (5) COD treatment competence is maintained countywide by providing intensive ongoing trainings and consultation.

The attached Amendment format has been approved as to form by County Counsel. Clinical and administrative staff of DMH will continue to administer and supervise the COD Program, evaluate the program to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Department policies are being followed.

CONTRACTING PROCESS

DMH invited community-based agencies to pre-qualify prior to applying for MHSA funds by submitting a Statement of Qualifications (SOQ) in response to a Request for Statement of Qualifications (RFSQ) open solicitation process. The SOQ process was to ensure that each agency demonstrated a basic level of capability (e.g., financial viability, proof of liability insurance, registration as a County vendor) and for agencies to identify the types of services, age groups to be served, and geographic locations in which they want to provide services. If agencies met MHSA requirements, DMH processed LE Agreement amendments with current DMH providers and MHSA Agreements with new agencies that placed them on the Department's MHSA Master Agreement List, making them eligible to receive Request for Services (RFS) related to their service provision capabilities and interest.

On January 12, 2007, DMH issued RFS No. 10 to 43 qualified bidders on the Master Agreement List that indicated an interest in developing and implementing the COD Program on their SOQ. DMH sent agencies that expressed interest a notice of the release of the RFS along with a compact disc of the RFS and invited them to attend a mandatory Proposers' Conference on February 1, 2007. Representatives from 22 contract agencies attended the Proposers' Conference.

DMH received two (2) proposals by the deadline of March 5, 2007. Soon after, DMH convened a review panel of five (5) individuals representing consumers, other County departments, and DMH staff to assess and score the proposals. Simultaneously, review of the budget and reference contacts were conducted by DMH staff. UCLA's proposal evaluated by this panel met the requirements to implement all service components offered by the COD Program and received the higher score, which was then reviewed by DMH's Executive Management Team, which finalized its recommendation.

DMH conducted a debriefing for the provider who was not awarded RFS No. 10 funding, and no further review was requested.

IMPACT ON CURRENT SERVICES

Board approval of the proposed Amendment and allocation is expected to allow for the implementation of Integrated Services for Co-Occurring Mental Health and Substance Abuse Disorders in all Service Areas which will significantly enhance the availability and quality of integrated, coordinated services for children and families affected by COD throughout the County.

CONCLUSION

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

Respectfully submitted,

David E. Janssen
Chief Executive Officer

DEJ:SRH:MJS:lbm

Attachments (3)

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

DMH-COD.bl

ATTACHMENT

CONTRACT NO. **MH**_____

AMENDMENT NO. __

THIS AMENDMENT is made and entered into this ___ day of _____, 2007, by and between the COUNTY OF LOS ANGELES (hereafter "County") and **The Regents of the University of California, Los Angeles (UCLA)**, (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated_____, identified as County Agreement No. MH01001, and any subsequent amendment(s) (**if applicable**) (hereafter collectively "Agreement" **or** hereafter "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2007-08, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, the Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004, creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and County agencies and requires the development of integrated plans for prevention, innovation, and system of care services; and

WHEREAS, in order to qualify for MHSA funds, Contractor has experience and training in its specialized field and has submitted to the County a Proposal Package in response to County's Request For Services (RFS) for the provision of such services, and Contractor has been selected to deliver Integrated Services for Co-Occurring Mental Health and Substance Abuse Disorders (COD) services for Children as added to the Agreement's Addendum E; and

WHEREAS, for FY 2007-08, County and Contractor intend to amend Agreement to add MHSA Children's COD funds in the amount of $_____. The Maximum Contract Amount (MCA) for Addendum E will be $_____; and the revised MCA for the entire Agreement will be $_____.

WHEREAS, for FY 2007-08, County and Contractor intend to amend Agreement to include Addendum E, Subparagraph E3.2 under Paragraph E3 (FINANCIAL PROVISIONS) whereby in the event MHSA funds are not available to pay MHSA claims or if the State denies any or all of the MHSA claims submitted by County on behalf of Contractor, County is not responsible for any substantive payment obligation; and

WHEREAS, not withstanding the provisions set forth in Paragraph E3 (FINANCIAL PROVISIONS), Subparagraph E3.2 (Mental Health Services Act (MHSA) Funds) of Addendum E this Agreement, County shall evaluate Contractor utilization of MHSA funding allocated under this Agreement and shall adjust and reallocate amounts to any one or a combination of the following: 1) another Legal Entity contractor, 2) DMH directly operated clinics, and/or 3) the County DMH reserve of unallocated funding for MHSA services. Amounts to be reduced and reallocated will be based on County's projected underutilization of such MHSA funds; and

WHEREAS, County will perform its utilization review after the initial MHSA COD amendment is executed and annually thereafter, or as deemed necessary by County based on County's review of utilization of such MHSA funds under this Agreement. Notification of such actions to Contractor will follow timeframes prescribed in Paragraph E3 (FINANCIAL PROVISIONS), Subparagraph E3.2 (Mental Health Services Act (MHSA) Funds).

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

1. For FY 2007-08, Addendum E (Mental Health Services Act (MHSA) Integrated Services for Co-Occurring Mental Health and Substance Abuse Disorders (COD) Training and Curriculum Development Program), attached hereto and incorporated herein by reference shall be added to the Agreement's Addenda;

2. Contractor shall provide services in accordance with the Contractor's Fiscal Year _____ Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement 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 his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name_____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

AW: COD BL AMENDMENT 6-5-07

Addendum E– Amendment 1

Mental Health Services Act (MHSA) Integrated Services for Co-Occurring Mental Health and Substance Abuse Disorders (COD) Training and Curriculum Development Program (COD Program)

The Regents of the University of California, Los Angeles (UCLA)

Affiliation Agreement

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EI INTRODUCTION

The County of Los Angeles recognizes the value of integrated treatment for co-occurring mental health and substance abuse disorders. To this end, DMH and the University have agreed that the University will engage its resources to provide treatment staff with training and consultation on a coordinated and integrated, developmentally-appropriate approach to treating children/youth (ages 0-15) and/or their caregivers with COD. The COD Program is intended to ensure that: (1) mental health and substance abuse treatment personnel have an expanded understanding of COD issues, and why identification of and interventions for these issues are important; (2) mental health and substance abuse treatment personnel conduct integrated assessments for COD; (3) mental health and substance abuse treatment personnel use brief intervention strategies for persons with multiple needs; (4) mental health and substance abuse treatment personnel develop additional skills in working effectively with ethnic and racial minority populations with COD; and (5) COD treatment competence is maintained countywide by providing intensive ongoing trainings and consultation.

University and DMH agree that this Addendum E shall be adopted under Section 2.1 ("Academic and Medical Teaching Services") of the Affiliation Agreement of **July 1st, 2007**, between University and DMH. University and DMH further agree that this Addendum E shall be subject to all of the provisions of the Agreement governing Academic and Medical Teaching Services, except where otherwise specified in this Addendum E.

E2 DESCRIPTION OF SERVICES

E2.1 Statement of Work to be Provided by the University

The COD Program will provide mental health and substance abuse treatment staff with training and consultation on a coordinated and integrated, developmentally-appropriate approach to treating children/youth (ages 0-15) and/or their caregivers with COD. The COD Program was developed through DMH's stakeholders planning process for the MHSA Community Services and Supports Plan. Under this Agreement, University will develop and implement for Full Service Partnership (FSP) providers a comprehensive COD curriculum that includes intensive training for mental health and substance abuse treatment personnel on best practices, including services for persons with or at risk of developing COD. Trainers from organizations that are within and outside the DMH system, and who have knowledge and experience working with persons with COD, specifically with ethnic and racial minority populations that currently do not access DMH services, will be utilized. In addition, University will maintain COD treatment competence countywide by providing intensive ongoing training that includes practicum experiences and ongoing consultation by experts in the field.

E2.2 University's Responsibilities

University will be responsible for developing a comprehensive COD curriculum that provides for intensive training and ongoing on-site consultation for mental health and substance abuse treatment personnel on best practices, including evidence-based and unique, innovative approaches to preventing and treating persons with COD. University will collaborate with ethnic and racial minority populations with COD in the development of the program. In addition, University will develop and administer, at appropriate levels, evaluation tools for training participants to evaluate customer satisfaction, relevance of the information to their jobs, and utility of the information to their jobs. University will work with DMH to develop and implement profiling and tracking systems that include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by the COD program, and survey instruments.

E2.3 DMH's Responsibilities

DMH shall provide University with information regarding DMH's payment authorization policies and procedures as necessary for University to invoice DMH for services provided under this Addendum E.

E3 FINANCIAL PROVISIONS

For the purposes of this Addendum E only, The Financial Provisions set forth in this Section E3 ("Financial Provisions") shall be in addition to, and not intended to replace Financial Provisions set forth in Section 6.1 of the Agreement ("Financial Provisions Governing Academic and Medical Teaching Services").

E3.1 MHSA COD Program Payment Schedule

For the services described in E2 ("Description of Services"), DMH shall pay to University the following funds based on periodic invoices from University to DMH as described below:

	DELIVERABLES - PAYMENT SCHEDULE		FY 2007-2008	TOTAL
1	**JULY 2007**			
	Curriculum Development		96,880	**96,880**
	Needs Assessment		96,880	**96,880**
2	**AUGUST - SEPTEMBER 2007**			
	Modular 1 Training Sessions for FSP Providers			
	Onsite Consultation by Coach/Mentors			
	Summary Report to DMH on Evaluation for Module 1		256,000	**256,000**
3	**OCTOBER - DECEMBER 2007**			
	Modular 2 Training Sessions for FSP Providers			
	Onsite Consultation by Coach/Mentors			
	Summary Report to DMH on Evaluation for Module 2		256,000	**256,000**
4	**JANUARY - MARCH 2008**			
	Modular 3 Training Sessions for FSP Providers			
	Onsite Consultation by Coach/Mentors			
	Summary Report to DMH on Evaluation for Module 3		256,000	**256,000**
5	**APRIL - JUNE 2008**			
	Modular 4 Training Sessions for FSP Providers			
	Onsite Consultation by Coach/Mentors			
	Summary Report to DMH on Evaluation for Module 4		256,000	**256,000**
6	**JUNE 2008**			
	Final Report		138,556	**138,556**
	TOTAL PAYMENTS		**1,356,316**	**1,356,316**

No payment shall be made without prior approval of a designated DMH representative. This individual shall review the invoice and project report to determine whether University is in substantial compliance with the terms and conditions of this Addendum E.

E.3.2 Mental Health Services Act (MHSA) Funds

(1) In the event that MHSA funds are not available to pay MHSA claims or that State denies any or all of the MHSA claims, including one-time costs submitted by County on behalf of Contractor, Contractor understands and agrees that County is not responsible for any substantive payment obligation and, accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied MHSA claims or for the unavailability of MHSA funds to pay for MHSA claims.

(2) Payments to Contractor may be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement.

E.3.3 Submission and Certification of Invoices

University shall submit to DMH periodic invoices, not to extend beyond June 30, 2008. Each periodic invoice shall be submitted within sixty (60) days of the last date the invoiced services were provided. The University Program Administrator shall certify that invoices are for services and costs eligible under the terms and conditions for reimbursement.

University shall submit invoices to:

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
CHILD, YOUTH AND FAMILY PROGRAM ADMINISTRATION
550 SOUTH VERMONT AVENUE, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90020
ATTN: CHILDREN'S MHSA PROGRAM MANAGER

E.3.4 Payment Procedures

Upon receipt of invoices from the University, DMH shall make payment to University within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse the University for the undisputed services contained on the invoice and work diligently with University to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursement payable to "University of California Regents." DMH shall send payments to:

ASSISTANT FINANCE DIRECTOR
NEUROPSYCHIATRIC INSTITUTE – DEPARTMENT OF FINANCE
760 WESTWOOD PLAZA, ROOM B7-357
LOS ANGELES, CALIFORNIA 90024-1759