COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

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BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

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

February 23, 2006

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 AMENDMENT TO EXISTING DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT WITH NEW HORIZONS FAMILY CENTER FOR FISCAL YEAR 2005-2006 (SUPERVISORIAL DISTRICT 5) (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 Amendment No. 3, substantially similar to the Attachment, to the existing Legal Entity (LE) Agreement No. DMH-02340 with New Horizons Family Center for the provision of Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Title XIX Medi-Cal services in Fiscal Year (FY) 2005-2006. This Amendment increases the Maximum Contract Amount (MCA) for FY 2005-2006 with unallocated EPSDT in the amount of $99,500, from $537,400 to $636,900. This increase will be funded with $9,084 in budgeted Realignment revenue for the EPSDT growth match, $49,750 in Federal Financial Participation (FFP) Medi-Cal revenue, and $40,666 in EPSDT-State General Funds (SGF), and is included in the Department of Mental Health's (DMH) FY 2005-2006 Adopted Budget. This Amendment will be effective upon execution.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the LE Agreement with New Horizons Family Center 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 contractor under the Agreement for each applicable fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increases shall be used for additional

services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Amendment No. 3, which increases New Horizons Family Center's MCA by $99,500 for FY 2005-2006 only, exceeds delegated authority as it represents a greater than 20 percent increase in the MCA previously approved by your Board on June 21, 2005 for this contractor.

Your Board's approval of this Amendment increase will enable DMH to better align the actual demand for mandated EPSDT services with the contractor's capacity to provide and be reimbursed timely for those services.

New Horizons Family Center is situated on the southern border of Glendale adjacent to the Atwater community of Los Angeles. Atwater is in Supervisorial District 5, and in Service Area 4. Because of its geographic location, this small area has historically been underserved because it is cut off from Service Area 4 by the Los Angeles River and the Golden State Freeway. It is socio-economically, culturally, and linguistically more similar to Glendale than its neighbors in Los Feliz, west of the Golden State Freeway.

New Horizons Family Center is a bilingual/bicultural agency that serves a large number of Spanish language families and has experienced a significant increase in demand for EPSDT-funded services from the Glendale and Atwater communities in Service Areas 2 and 4. The expansion of New Horizons Family Center service capacity complies with DMH's guiding principles for EPSDT expansion by enhancing the availability of mental health services in communities that have few resources.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No. 1, "Service Excellence," and Programmatic Goal No. 5, "Children and Families' Well-Being." Your Board's approval of this Amendment will strengthen the mental health services delivery system and improve service accessibility within Service Areas 2 and 4.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

Amendment No. 3 adds $99,500 to the existing LE Agreement with New Horizons Family Center for FY 2005-2006. This increase will be funded by $9,084 in budgeted Realignment revenue for the EPSDT growth match, $49,750 in FFP Medi-Cal revenue, and $40,666 in EPSDT-SGF included in DMH's FY 2005-2006 Adopted Budget. New Horizons Family Center's revised MCA will total $636,900 for FY 2005-2006.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since the implementation of the Medicaid's EPSDT program in FY 1994-1995, DMH has been required to significantly increase the availability of mental health services to Medi-Cal eligible beneficiaries under 21 years of age and has, thus, been able to achieve a comprehensive system of care to Medicaid recipients. The EPSDT program provides medically necessary services to Medi-Cal eligible beneficiaries under 21 years of age to correct or ameliorate a physical or mental disability or condition.

New Horizons Family Center is a relatively new contracted Provider that entered into an Agreement with the County for the first time on October 21, 2003. Since then New Horizons Family Center has experienced a significant demand for EPSDT-funded services from the Glendale and Atwater communities in Service Areas 2 and 4. The expansion of New Horizons Family Center's service capacity complies with DMH's guiding principles for EPSDT expansion by enhancing the availability of mental health services in communities that have few resources.

New Horizons Family Center is located at 744 S. Glendale Avenue, Glendale, CA 91205, in Supervisorial District 5. New Horizons Family Center is ideally suited to providing culturally and linguistically appropriate services to children and families in Glendale and Atwater. This agency employs approximately 59 percent bilingual and bicultural staff that includes 57 percent Spanish speaking, and 2 percent Farsi, Armenian, Russian, and Vietnamese speaking. New Horizons Family Center continues to develop in response to the needs of the community. It was recently given additional funds to provide Family Preservation Services. It is collaborating with the school-based collaboratives in Service Areas 2 and 4 to provide school-based mental health services to Atwater and Glendale, and it has the expertise and capability of providing services to 0-5 age children because of its previous preschool program.

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

CONTRACTING PROCESS

This subject does not apply.

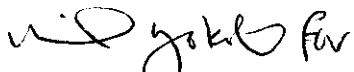
IMPACT ON CURRENT SERVICES

Your Board's approval of this Amendment will enable DMH to continue to augment current levels of EPSDT program entitlement services in critically-needed areas throughout Los Angeles County. Without Board approval, access to EPSDT Title XIX Medi-Cal services will be restricted, and the residents of the Glendale and Atwater communities will continue to be seriously underserved.

CONCLUSION

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

Respectfully submitted,



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

MJS:MY:RK:cmk

Attachment

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

EC:VM:CL New Horizons Amend. #3 Board Letter

CONTRACT NO. DMH-02340

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this 18th day of October, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and New Horizons Family Center (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 21, 2005, identified as County Agreement No. DMH-02340, and any subsequent amendment (s) (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2005-2006, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2005-2006, County and Contractor intend to increase the (EPSDT) funds to the Maximum Contract Amount (MCA) in the amount of $99,500 with a revised MCA of $636,900.

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

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraphs B (Reimbursement For Initial Period) shall be deleted in its entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed SIX HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED DOLLARS ($636,900) and shall consist of County, State, and/or Federal funds

as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate Service Function Code (SFC) units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 60 (NOTICES)."

2. Financial Summary 1 for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary – 3 for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary 1 for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary – 3 for Fiscal Year 2005-2006."

3. Contractor shall provide services in accordance with the Contractor's Fiscal Year 2005-2006 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused used 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

New Horizons Family Center
CONTRACTOR

By _____

Name Dr. Maria A. Rochart

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

CL:FY05-06 FAMILY PRESERVATION AMENDMENT

Contractor Name: New Horizons Family Center
Legal Entity Number: 01170
Agreement Period: July 1, 2005 through June 30, 2006
Fiscal Year: 2005-2006

LINE #	COLUMNS / DESCRIPTION	1 MAXIMUM CONTRACT ALLOCATION TOTALS	2 LOCAL MHP NON MEDI-CAL	3 DCFS STOP SGF 70% County Local 30%	4 MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	5 EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%	6 HEALTHY FAMILIES FFP 65% County Local 35%
				Sum of 2 + 3 + 4 + 5+ 6 = 1			
				Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
1	**A. Contractual Limitation By Responsible Financial Party:**						
2	CGF*	54,734		-	-	54,734	-
3	CGF - Psychiatric Emergency Services (PES)						
4	SAMHSA	-					
5	PATH	-					
6	CalWORKs - Family Project	-					
7	CalWORKs - Client Supportive Services	-					
8	CalWORKs - Mental Health Services (MHS)	-					
9	CalWORKs - Community Outreach Services (COS)	-					
10	GROW	-					
11	DCFS AB 1733/2994	-					
12	DCFS Family Preservation	37,400	37,400				
13	DCFS Star View Life Support, PHF	-					
14	DCFS Independent Living	-					
15	DCFS STOP (70%)	-		-			
16	DCFS Provisional Funding Uses (PFU) for Medical Hubs	-					
17	Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-					
18	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-					
19	AB 34/AB 2034	-					
20	ADPA AB 34/AB 2034 Housing	-					
21	DHS HIV/AIDS	-					
22	DHS Dual Diagnosis	-					
23	IDEA (AB 3632 - SEP)	-					
24	Mental Health Services Act (MHSA) - Full Services Partnership	-					
25	Mental Health Services Act (MHSA)	-					
26	Medi-Cal, Healthy Families, or MAA FFP	299,750			-	299,750	-
27	SGF - EPSDT	245,016				245,016	
28	***Maximum Contract Amount (A)***	636,900	37,400		-	599,500	
						0.50	
29	**B. Third Party:**						
30	Medicare	-					
31	Patient Fees	-					
32	Insurance	-					
33	Other	-					
34		-					
35	***Total Third Party (B)***	-	-		-	-	-
36	**GROSS PROGRAM BUDGET (A+B)**	**636,900**	37,400		-	599,500	-

Footnote

* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.

** These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claims Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.

Contractor Name: New Horizons Family Center
Legal Entity No: **01170**
Agreement Period: July 1, 2005 through June 30, 2006
Fiscal Year: 2005-2006

DMH Legal Entity Agreement
Attachment II Page 2 of 2
The Rate Summary
Amendment Number 3

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb CR	Provider Numbers
A. 24 - HOUR SERVICES :						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 -34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Indigent	05	36 - 39			
	Regular	05	36 - 39			
IMD - Like		05	36 - 39			
IMD (W/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
B. DAY SERVICES :						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81-84			
Day Treatment Intensive: Full Day		10	85-89			
Day Rehabilitative : Half Day		10	91-94			
Day Rehabilitative : Full Day		10	95-99			
C. OUTPATIENT SERVICES :						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09		$1.60	7529
Mental Health Services		15	10 - 19 /30-59		$2.15	7529
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69		$4.00	7529
Crisis Intervention		15	70 - 79			
D. OUTREACH SERVICES :						
Mental Health Promotion		45	10 - 19			
Community Client Services		45	20 - 29			
E. SUPPORT SERVICES :						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			
F. Medi-Cal Administrative Activities (MAA):						
MAA		55	01-35			

CL: LegalEntity_LE04-05_RatePageSummary_AttachII

DMH Summary of Amendment

LEGAL ENTITY NAME: New Horizons Family Center

Contract No.: DMH-02340 Legal Entity No.: 01170 Amendment No. 3

LIST OF FUNDING SOURCES
(Please check all applicable funding for Amendment only)

1	CGF	X
2	CGF - Psychiatric Emergency Services (PES)	
3	SAMHSA	
4	PATH	
5	CalWORKs - Family Project	
6	CalWORKs - Client Supportive Services	
7	CalWORKs - Mental Health Svcs. (MHS)	
8	CalWORKs - Community Outreach Svcs. (COS)	
9	GROW	
10	DCFS AB 1733/AB 2994	
11	DCFS Family Preservation	
12	DCFS Star View Life Support, PHF	
13	DCFS Independent Living	
14	DCFS STOP (70%)	
15	DCFS Provisional Funding Uses (PFU) for Medical Hubs	
16	Schiff-Cardenas – M.H. Screening, Assessment, & Trtmt. (MHSAT)	
17	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	
18	AB 34/AB 2034	
19	ADPA AB 34/AB 2034 Housing	
20	DHS HIV/AIDS	
21	DHS Dual Diagnosis	
22	IDEA (AB 3632 - SEP)	
23	Mental Health Services Act (MHSA) - Full Services Partnership	
24	Mental Health Services Act (MHSA)	
25	Medi-Cal, Healthy Families, or MAA FFP	X
26	SGF - EPSDT	X

FUNDING SOURCE(S) (Select from Funding Sources listed above for Amendment)	**AMOUNT Increase/Decrease**	**FISCAL YEAR**	**MCA**
SGF-EPSDT	$99,500	2005-2006	$636,900

(See Financial Summary(ies) for funding details to MCA)

AMENDMENT ACTION(S): **BOARD ADOPTED DATE:** ____ **EFFECTIVE DATE:** **FY 2005-2006**

This amendment adds $9,084 in EPSDT-CGF Growth Match funds, $49,750 in EPSDT-FFP Medi-Cal funds and $40,666 in EPSDT-SGF funds for a total increase of $99,500. The action increases the MCA to $636,900 for FY 2005-2006.

New Headquarter's (HQ) Address: _____ HQ Sup. District: _____

_____ Service Area(s): _____

ADD OR DELETE SERVICE SITE(S):

Name	Address	Sup. Dist.	Svc. Area(s)	Prov. No.