



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
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November 20, 2003

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

Dear Supervisors:

STATE SUPPORTED SERVICES FOR THE HEALTHY FAMILIES PROGRAM
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Accept and instruct the Director of Health Services, or his designee, to sign the State Managed Risk Medical Insurance Board ("MRMIB") Agreement No. 03MHF018 (Exhibit I) for the Healthy Families Program State supported services in the amount of \$18,385 effective July 1, 2003 through June 30, 2004.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The Department of Health Services ("DHS" or "Department") is recommending the above action to execute an agreement with MRMIB to continue the funding of the State supported services under the Community Health Plan ("CHP") Healthy Families Program ("HFP") for one year, through June 30, 2004.

Existing County policy and procedures require timely submission of contracts for Board approval. However, this request for approval of the State supported services agreement was not scheduled for placement on the Board's agenda prior to its effective date due to an

oversight. Acceptance of this Agreement should have been included when the Board approved the continued funding of the Healthy Families Program to Agreement No. 00MHF007 on June 17, 2003 ("HFP Agreement"), however, since it was a new and separate agreement, the Department had to analyze and prepare another package for Board approval.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under Section 2699.6500(jj), Title 10, California Code of Regulations, "State Supported Services" is defined as "abortions that are not the result of incest or rape, and are not necessary to save the life of the mother." MRMIB requires its contracted health plans to include such services as a covered benefit under the HFP. Prior to July 1, 2003, such services were funded under the Board-approved State/County Agreement No. 97MHF063 with MRMIB. On October 30, 2002, MRMIB provided CHP with advance notification that State supported services can no longer be funded through the HFP Agreement, pursuant to federal regulations for the State Children's Health Insurance Program. MRMIB decided to fund such services utilizing State dollars through a separate agreement.

On April 7, 2003, MRMIB issued Agreement No. 03MHF018 for the State supported services for the Healthy Families Program in the amount of \$18,385 for the period July 1, 2003 through June 30, 2004. The agreement is valid and enforceable so long as the HFP Agreement is effective.

Except for certain provisions pertaining to fees, rates, provisions of share of costs by CHP, availability of federal funding and reporting requirements, all other terms and conditions of the HFP Agreement, including any amendments thereto, apply.

Attachment A provides additional information.

Exhibit I has been approved as to form by County Counsel.

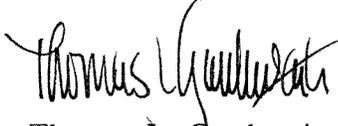
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The State Supported Services Agreement provides funding for the County's continued provision of services to eligible HFP beneficiaries enrolled in CHP.

The Honorable Board of Supervisors
November 20, 2003
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When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas D. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:po

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET2389.PO

SUMMARY OF AGREEMENT

1. Type of Service:

The State Managed Risk Medical Insurance Board (MRMIB) funds HFP health services to eligible individuals requiring abortions that are not the result of incest or rape, and are not necessary to save the life of the mother. These services are delivered under the CHP's County/Provider Subcontract Programs through: 1) County facilities, 2) primary/specialty care contractors affiliating with private hospital contractors; 3) primary care contractors affiliating with County hospitals; 4) network provider, and 5) subcontracted pharmaceutical service providers under the pharmacy benefit management contractor.

2. Agency and Contact Person:

State of California
Managed Risk Medical Insurance Board (MRMIB)
1000 G. Street, Suite 450
Sacramento, California 95814
Attention: Don Minnich
Telephone: (916) 322-7978

3. Term:

The State Supported Services Agreement No. 03MHF018 term is July 1, 2003 through June 30, 2004.

4. Financial Information:

MRMIB provides funding for the HFP on a per member per month basis, at a capitated rate for each HFP beneficiary enrolled in CHP. Revenue is retained by the CHP for administrative overhead.

5. Geographic Area To Be Served:

Countywide.

6. Accountable for Monitoring:

Pauline Rodriguez, Acting Director, Office of Managed Care.

7. Approvals:

Office of Managed Care: Pauline Rodriguez, Acting Director

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel: Edward Morrissey, Deputy County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

CONTRACT NUMBER 03MHF018	AM. NO.
CONTRACTOR'S FEDERAL I. D. NUMBER 95-6000927	

STANDARD AGREEMENT (REV. 8-89)

THIS AGREEMENT, made and entered into this 1st day of July, 2003, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Director	AGENCY Managed Risk Medical Insurance Board	hereafter called the State and
The County of Los Angeles, dba: L.A. County Community Health Plan, hereafter called the Contractor.		

WITNESSETH: That the Contractor for an in consideration of the covenants, conditions, agreements and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

This Agreement establishes the terms and conditions for delivery and payment for State Supported Services in the Healthy Families Program

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Managed Risk Medical Insurance Board	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) The County of Los Angeles, dba: L.A. County Community Health Plan
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Dennis Gilliam	PRINTED NAME AND TITLE OF PERSON SIGNING Thomas L. Garthwaite, M.D., Director & Chief Medical Officer
TITLE Contracts Administrator	ADDRESS 1000 S Fremont Ave., Bldg A-9 East, 2nd Fl., Unit 4, Alhambra, CA 91803-1323

AMOUNT ENCUMBERED BY THIS DOCUMENT \$18,385.16	PROGRAM/CATEGORY (CODE AND TITLE) FY 03/04	FUND TITLE HFF	DEPARTMENT OF GENERAL SERVICES USE ONLY
PRIOR AMOUNT ENCUMBERED FOR THIS DOCUMENT \$0	(OPTIONAL USE) Local Assistance		
TOTAL AMOUNT ENCUMBERED TO DATE \$18,385.16	ITEM 4280-603-0555	CHAPTER 623	STATUTE FISCAL YEAR 1997 03/04
	OBJECT OF EXPENDITURE (CODE AND TITLE) 9000-05400-751		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above	T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER	DATE		

DEPT. OF

CONTRACTOR STATE AGENCY GEN. SER. CONTROLLER

B. Payment Schedule

1. For the first month or partial month of a subscriber's coverage the State agrees to pay one hundred percent (100%) of the fee described in Item IV.A.1. of this Agreement for subscriber's with effective dates of coverage on the first (1st) through fifteenth (15th) day of the month. No fee will be paid for the first partial month of coverage for subscribers whose coverage begins on the sixteenth (16th) through thirty-first (31st) day of the month. The State agrees to pay the fee within fifteen (15) days after the completion of the month of coverage.
2. For all months of coverage after the first month in which a subscriber's coverage becomes effective, the State agrees to pay the fee described in Item IV.A.1. of this Agreement. The State agrees to pay the fee within fifteen (15) days after the completion of the month of coverage.

C. Availability of Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds applicable to Agreement Number 00MHF007 between the State and Contractor, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.
2. Even though no federal funds shall be used to pay for the health care services purchased under this Agreement, this Agreement is valid and enforceable only if Agreement Number 00MHF007 between the State and Contractor is valid and enforceable. Therefore, this Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for purposes of Agreement Number 00MHF007 between the State and Contractor for the fiscal year covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of Agreement Number 00MHF007 between the State and Contractor, insofar as such restrictions, limitations or conditions affect the continued funding or operations of Agreement Number 00MHF007 between the State and Contractor.

D. Healthy Families Fund Encumbrance

There is no specific maximum amount assigned to this Agreement. Rather, the Contractor is paid through a general encumbrance from the Healthy Families Fund apportioned to the Contractor on an as needed basis. Payments under this Agreement are limited to the provisions of Items IV. A. and IV. B.