COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D. Chief Deputy Director

RODERICK SHANER, M.D. Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

May 14, 2013

Dear Supervisors:

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

GLORIA MOLINA MARK RIDLEY-THOMAS ZEV YAROSLAVSKY DON KNABE MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

37 May 14, 2013

in a. Hamae SACHLA, HAMAL **EXECUTIVE OFFICER**

REQUEST APPROVAL TO AMEND AN EXISTING AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT TO ADD ADDITIONAL FUNDS, PERMIT THE DISTRICT TO PROVIDE ADDITIONAL LOCAL MATCH, AND EXTEND THE TERM OF THE AGREEMENT FOR FISCAL YEARS 2013-14 THROUGH 2015-16 (SUPERVISORIAL DISTRICTS 2 AND 3)

(3 VOTES)

SUBJECT

Request approval to amend an existing Department of Mental Health Legal Entity Agreement with the Los Angeles Unified School District to (1) add additional funding; (2) permit Los Angeles Unified School District to provide the local match for additional outpatient mental health services for Medi-Cal eligible students; and (3) extend the term of the Agreement for three additional fiscal years.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an Amendment with the Los Angeles Unified School District (LAUSD), substantially similar to Attachment I, to (1) allow LAUSD to provide additional outpatient mental health services to Medi-Cal eligible LAUSD students and their families residing within the boundaries of the school district, by permitting LAUSD to provide the local match required for Federal Financial Participation (FFP); (2) extend the term of the Agreement from July 1, 2013, through June 30, 2016; and (3) increase the Maximum Contract Amount (MCA) by \$1,750,000 in FFP Medi-Cal revenue, for a revised MCA of \$6,139,442 for Fiscal Year (FY) 2012-13. The Amendment will be effective upon your Board's approval.



The Honorable Board of Supervisors 5/14/2013 Page 2

2. Delegate authority to the Director, or 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 provided that: 1) the County's total payments to contractor under this Agreement for the fiscal year do not exceed a 20 percent increase from the applicable Board-approved annual MCA; 2) any such increase is used to provide additional services or to reflect program and/or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval by County Counsel, or designee, is obtained prior to any such amendments; 5) County and Contractor may, by written amendment, reduce programs or services and revise the applicable MCA, provided that any amendments which reduce programs or services will be consistent with the principles agreed to in Department of Mental Health's (DMH) stakeholders process; and 6) the Director notifies your Board and Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will enable LAUSD to deliver additional mental health services to Medi-Cal eligible students by permitting LAUSD to provide the local match necessary to access FFP Medi-Cal. It is estimated that this will allow an additional 1,500 unduplicated students to gain access to mental health services through cost-effective means. The students will be provided a range of quality health and mental health care services focused on the specific needs of children, adolescents, and at-risk youth. By assisting with this type of leveraging in the LAUSD system, DMH can introduce an opportunity for school districts to increase access to mental health services and serve additional children at no cost to the County. Initiating the new process with the largest school district enables DMH to troubleshoot a variety of difficult issues as they arise, while helping LAUSD maintain mental health services with a stable funding source.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

This amendment, in the amount of \$1,750,000 fully funded with FFP Medi-Cal revenue, will revise the FY 2012-13 MCA for LAUSD to \$6,139,442.

Funding for this Amendment is included in DMH's FY 2012-13 Final Adopted Budget. Funding for future years will be requested through DMH's annual budget request.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended actions will allow LAUSD to provide additional local match above the amount provided by DMH to enable LAUSD to fund mental health services for an estimated 1,500 unduplicated students to gain access to mental health services. Working with the Office of the County Counsel and Counsel for LAUSD, DMH has determined that LAUSD qualifies as a unit of local government, such that it is eligible to make a certified public expenditure for Medicaid eligible

The Honorable Board of Supervisors 5/14/2013 Page 3

services that qualify for FFP. In addition to providing the local match, the use of existing infrastructure and the leveraging of other programs and funding streams, including Federally Qualified Health Centers, is expected to increase the potential number of individuals served and create an efficient integrated system that promotes interagency collaboration and maximizes available resources.

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

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board-Approved Contract Amounts, DMH notified your Board on March 14, 2013 (Attachment II), of the need to request an increase exceeding 10 percent.

CONTRACTING PROCESS

The Amendment of this Agreement will update the terms and conditions and include financial provision changes to allow the contractor to provide additional Medi-Cal mental health services using LAUSD funds as local match at no cost to the County. Under the present version of 42 C.F.R. Section 433.51, LAUSD, as a public entity, has the capacity to make a certified public expenditure for Medicaid eligible services which qualify for FFP. The present language simply requires that the funds used for the "State's share" be "certified by the contributing public entity" which can and will be done by LAUSD.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendment for LAUSD to provide additional mental health services will assist DMH to continue its mission of enriching lives through partnership designed to strengthen the community's capacity to support recovery and resiliency. LAUSD will be able to increase access to mental health services for students.

The Honorable Board of Supervisors 5/14/2013 Page 4

Respectfully submitted,

Mg Southal

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

MJS:MM:BM:RK:c p

Enclosures

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

ATTACHMENT I

CONTRACT NO.MH120915

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this <u>14th</u> day of <u>May</u>, 2013, by and between the COUNTY OF LOS ANGELES (hereafter "County") and <u>Los Angeles</u> <u>Unified School District</u> (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated **June 6, 2012**, identified as County Agreement No. <u>MH120915</u>, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year (FY) 2012-13, County and Contractor intend to amend Agreement to **extend** the term of this Agreement for a period of three (3) years, beginning July 1, 2013, through June 30, 2016; and

WHEREAS, County and Contractor intend to amend the Financial Exhibit A to add language provisions to allow Contractor to provide additional Medi-Cal mental health services using Los Angeles Unified School District funds as local match at no cost to the County; and

WHEREAS, for Fiscal Year (FY) 2012-13, County and Contractor intend to <u>add</u> Federal/State Revenue in the amount of \$<u>1,750,000</u>; and

WHEREAS, the Maximum Contract Amount (MCA) for FY 2012-13 will be \$6,139,442.

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

 Paragraph 1. <u>TERM</u>: shall be deleted in its entirety and the following substituted therefor:

A. <u>Initial Period</u>: The Initial Period of this Agreement shall commence on <u>July 1, 2012</u> and shall continue in full force and effect through <u>June 30, 2013</u>.

B. <u>Automatic Renewal Period(s)</u>: After the Initial Period, this Agreement shall be automatically renewed three additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First/Second/Third Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or the end of the First Automatic Renewal Period, as applicable.

(1) <u>First Automatic Renewal Period</u>: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on <u>July 1, 2013</u> and shall continue in full force and effect through <u>June 30, 2014</u>.

(2) <u>Second Automatic Renewal Period</u>: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on <u>July 1, 2014</u>, and shall continue in full force and effect through <u>June 30, 2015</u>.

(3) <u>Third Automatic Renewal Period</u>: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on <u>July 1, 2015</u>, and shall continue in full force and effect through <u>June 30, 2016</u>.

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 Financial Provisions, Exhibit A, Paragraph A. <u>GENERAL</u>, Subparagraph (a) shall be deleted in their entirety and replaced by:

(a) For the purposes of the Agreement, a "Funded Program" is a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families) as identified on a row on the Financial Summary.

(i) The parties acknowledge and agree that the Federal/State Revenue Funded Program amount for services to Medi-Cal beneficiaries reflects the amount for which Contractor provides the non-federal share of the payment through a certified expenditure. Contractor shall only be obligated to provide the non-federal share for any service after County funding for the DMH (Medi-Cal/Healthy Families) Funded Program Amount for the particular service type has been fully expended.

 Financial Provisions - Exhibit A, Paragraph B. <u>LIMITATIONS OF MAXIMUM</u> <u>REIMBURSEMENT</u>, Subparagraph (2) shall be deleted in their entirety and replaced by:

(2) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under this Agreement in an amount equal to 75 percent (75%) of the total Maximum Contract Amount or 75 % of each Funded Program Amount(s) during the Initial Period and Subsequent Renewal Period of this Agreement. Further, Contractor shall notify County when, based on Contractor's internal records, it has billed services/activities regardless of funding source, in an amount equal to 75% of the amount funded in whole or in part with County money.

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4. Financial Provisions - Exhibit A, Paragraph F. <u>BILLING PROCEDURES</u>, Subparagraph, (2) (b) shall be deleted in their entirety and replaced by:

(b) Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title XXI Healthy Families Reimbursements" (Exhibit A–1 to this Attachment II) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX Short-Doyle/Medi-Cal and/or Title XXI Healthy Families claims.

Further, with each claim file that includes services for which Contractor provides the non-federal share of the payment amount, Contractor shall certify, using the form "Short Doyle/Medi-Cal Monthly Claim for Reimbursement-Treatment Cost" (Exhibit A–2 to this Attachment II) that it has expended eligible funds as specified in 42 C.F.R. § 433.51 in an amount at least equal to the amount claimed.

 Financial Provisions, Exhibit A, Paragraph <u>F. BILLING PROCEDURES</u>, Subparagraph, (4) (Direct Charges) shall be deleted in their entirety and replaced by:

(4) Direct Charges: Contractor shall submit invoices for Direct Charges within 30 calendar days of the end of the month in which the eligible expense was incurred. Such invoice shall be in the form and include the content specified by County for each Funded Program. Invoices shall be submitted to the persons and at the address identified in Paragraph X (Payment and Invoice Notifications)

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of this Financial Exhibit A. Failure to comply with the terms specified in this Paragraph F, subparagraph (4) may result in non-payment of said invoice.

 Financial Provisions - Exhibit A, Paragraph G. <u>COUNTY PAYMENT FOR</u> <u>SERVICES RENDERED</u>, Subparagraph, (1) and (2) shall be deleted in their entirety and replaced by:

(1) General: For those services rendered under Funded Programs for which the County provides some or all of the payment using County funds, County agrees to reimburse Contractor during the term of some or all of this Agreement based on the provisional rates agreed to by the County for the Initial Period and Subsequent Renewal Periods, respectively, and for other services as described in subparagraph 2 (b) below subject to all of the rules, regulations and policies established by the County, State and/or federal governments regarding payment and reimbursement of services, and in accordance with the terms of this Agreement.

(2) County Payments:

(a) For services for which the County provides the payment using County funds, County shall pay Contractor provisionally in accordance with the following, after Director's review and approval of the billing or invoice,

(i) County shall make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in this Agreement, but no more than 60 calendar days after submission and approval. County shall make available a schedule of anticipated

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payment dates for claims submitted by Contractor into the County's claims processing information system prior to July 1 of each year.

(ii) Payments for services or Direct Charges billed through invoices shall be paid no more than 30 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in this Agreement.

(b) For services for which the non-federal share is provided by Contractor:

(i) County shall pay to Contractor the federal funds and state funds (if any) associated with such services within thirty (30) days of receipt of such funds from the State.

(ii) Contractor shall not be entitled to receive any provisional payments at the time of claims adjudication by County or State.

 Financial Provisions - Exhibit A, Paragraph <u>H. BILLING AND PAYMENT</u> <u>LIMITATIONS</u>, Subparagraph, (1) Provisional Payments shall be deleted in their entirety and replaced by:

(1) <u>Provisional Payments</u>: County payments to Contractor for performance of eligible services hereunder, including any payments related to services for which Contractor provided the non-federal share, are provisional until the completion of all settlement activities and audits, as such payments are subject to future County, State and/or federal adjustments. County adjustments to provisional payments to Contractor will be based upon the match fund amount specified in the Financial Summary, County's claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement,

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annual cost report, application of various County, State and/or federal reimbursement limitations, application of any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits, all of which take precedence over monthly claim reimbursements. County and Contractor acknowledge that the references in this paragraph represent examples only and are not intended, nor shall be construed, to represent all of the circumstances or conditions that may result in adjustments to provisional payments.

Financial Provisions, Exhibit A, Paragraph I. <u>LIMITATIONS OF PAYMENTS</u>
 <u>BASED ON FUNDING AND BUDGETARY RESTRICTIONS</u>, Subparagraph, (3) shall be deleted in their entirety and replaced by:

(3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to unilaterally reduce its obligation for each period or renewal period to pay for services for which the County funds the payment to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. The County shall not revise any payment obligation which relates to services funded exclusively with Contractor, State and/or federal funds. Except as set forth above in this Paragraph I (3) and Paragraph J (5), the Contractor shall continue to provide all of the services set forth in this Agreement.

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 Financial Provisions - Exhibit A, Paragraph K. <u>COUNTY'S RIGHT TO RE-</u> <u>ALLOCATE UNDERUTILIZED FUNDS</u>, Subparagraph, (1) shall be deleted in their entirety and replaced by:

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(1) County and Contractor may by written amendment reduce programs or services and revise the applicable Maximum Contract Amount and/or Funded Program Amount. The party desiring such change shall provide 15 business days prior written notice of such funding changes, including any changes in the amount of services to be received by County, to other party and to DMH Contracts Development and Administration Division, and to County's Chief Executive Officer. Contractor may only initiate changes under this Paragraph K to its obligation to provide services for which Contractor provides the non-federal share of payment. Any such change in any applicable Maximum Contract Amount and/or Funded Program Amount shall be effected by an administrative amendment to this Agreement by Director; and

(2) Notwithstanding Paragraph K (1), if the County in its sole discretion determines from a review of Contractor's service and billing records that a significant portion of the County funds provided for services under this Agreement will be underutilized in any period of the Agreement term, then the Director shall provide 15 business days prior written notification to Contractor of County's intent to reallocate underutilized County funds (and any associated federal or state funds) by the moving of such funds into another program budget category for the same period on the Financial Summary (Attachment III) within this Agreement, and/or reallocate such funds into another efficient use of such funds before the expiration of the same period in this. This written

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notification is to include an explanation of how the County reached the conclusion that Contractor is underutilizing funds; copies of relevant data, such as but not limited to County information system reports that County used in making this decision; the nature and amount of funding changes to Contractor; and any changes in the amount of services to be received by County. County cannot reallocate any amounts funded by Contractor.

10. Financial Provisions, Exhibit A, Paragraph N. CASH FLOW ADVANCE IN

EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED, shall be

deleted in their entirety and replaced by:

Contractor shall not request, and County will not provide a cash flow advance for amounts due under this Agreement.

 Financial Provisions - Exhibit A, Paragraph O. <u>ANNUAL COST REPORTS</u>, shall be deleted in their entirety and replaced by:

(1) Final payment to Contractor shall be based on the allowable costs of providing the services, or any lesser amount based on the payment rules of the funding source (such as Short-Doyle/Medi-Cal). For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor shall provide County with two copies of an accurate and complete annual cost report, along with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and Cost Report Certification must be signed by a Contractor's executive official or designee, by the due date specified in Paragraph O (4) of this Financial Exhibit A.

(2) An accurate and complete annual cost report (Annual Cost Report) shall be defined as a cost report which is completed to the best of the ability of

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Contractor based on its best available data, on such forms or in such formats as specified by the County and consistent with such instructions as the County may issue.

12. Financial Provisions - Exhibit A, Paragraph P. OTHER REQUIREMENTS FOR

<u>CONTRACTORS PROVIDING TITLE XIX SHORT-DOYLE/MEDI-CAL</u> <u>SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI</u> <u>HEALTHY FAMILIES SERVICES</u>, Subparagraph (1) shall be deleted in their entirety and replaced by:

(1) Contractor shall maintain records documenting all Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until three years after final resolution of any audits or appeals, whichever occurs later. Further, Contractor shall maintain all financial records necessary to support its certifications of public expenditures pursuant to Paragraph F (2)(c) above, for a period of seven (7) years or until three years after the resolution of any audits or appeals, whichever occurs later.

 Financial Provisions - Exhibit A, Paragraph <u>Q. ANNUAL COST REPORT</u> <u>RECONCILIATION AND SETTLEMENT</u>, Subparagraph (1) shall be deleted in their entirety and replaced by:

(1) Based on the Annual Cost Report(s) submitted pursuant to this Financial Exhibit A (FINANCIAL PROVISIONS) Paragraph O (Annual Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform an Annual Cost Report Pre-Audit

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Reconciliation and Settlement The purpose of this Reconciliation and Settlement is determine the amount finally due under this Agreement (subject to audit as discussed below) and to reconcile such final amount with the sums previously limited as preliminary payment.

14. Financial Provisions - Exhibit A, Paragraph <u>R. AUDITS, AUDIT APPEALS</u> <u>AND POST-AUDIT SHORT-DOYLE/MEDI-CAL (SD/MC) SETTLEMENT,</u> Subparagraph (c), (e) and (5) Post-Audit Appeal SD/MC Settlement, shall be deleted in their entirety and replaced by:

(c) In the event that post-audit settlement indicates that Contractor is due payment from County, County shall initiate the payment process to Contractor within 30 days of settlement issuance date.

(e) If the auditing party stays its collection of any amounts due or payable because of the audit findings, County will also stay its collection of the same amounts due or payable until the responsible auditing party initiates its collection from County.

(5) Post-Audit Appeal Settlement:

(a) If at any time the Appeal process results in a revision to the audit findings, and the State recalculates the settlement of the Short-Doyle/Medi-Cal cost report for a particular year and settles with County, County will perform a post-audit appeal Short-Doyle/Medi-Cal re-computed settlement after the State issues its revised settlement with the County, based on the State appeal resolution.

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(i) If the post-audit appeal settlement results in amounts due to
 Contractor by the County, County shall initiate the payment process to Contractor within
 30 calendar days of issuing the post-audit appeal settlement to Contractor.

- 15. Federal/State Revenue funding is **added** in the amount of \$<u>1,750,000</u>, for FY 2012-13.
- 16. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) and D (1) and (2) (Reimbursement If Agreement is Automatically Renewed) shall be deleted in their entirety and the following substituted therefor:
 - "C. REIMBURSEMENT FOR INITIAL PERIOD

(1) The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the Legal Entity Agreement shall not exceed <u>SIX</u> <u>MILLION ONE HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED FOURTY</u> <u>TWO</u> DOLLARS (<u>\$6,139,442</u>) and shall consist of Funded Programs as shown on the Financial Summary. "

D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED

(1) <u>Reimbursement For First Automatic Renewal Period</u>: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed <u>SIX MILLION ONE HUNDRED THIRTY NINE</u> <u>THOUSAND FOUR HUNDRED FOURTY TWO</u> DOLLARS (\$6,139,442) and shall consist of Funded Programs as shown on the Financial Summary.

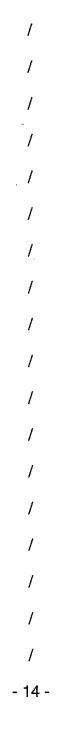
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(2) <u>Reimbursement For Second Automatic Renewal Period</u>: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed <u>SIX MILLION ONE HUNDRED THIRTY NINE</u> <u>THOUSAND FOUR HUNDRED FOURTY TWO</u> DOLLARS (\$6,139,442) and shall consist of Funded Programs as shown on the Financial Summary.

(3) <u>Reimbursement For Third Automatic Renewal Period</u>: The Maximum Contract Amount for the Third Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed <u>SIX MILLION ONE HUNDRED THIRTY NINE</u> <u>THOUSAND FOUR HUNDRED FOURTY TWO</u> DOLLARS (\$6,139,442) and shall consist of Funded Programs as shown on the Financial Summary.

- 17. Financial Summary <u>1</u> for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary <u>2</u> for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY <u>1</u> for 2012-13, shall be deemed amended to state "Financial Summary <u>2</u> for FY 2012-13".
- 18. Financial Summary Subprogram Schedule <u>1</u> for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary Subprogram Schedule - <u>2</u> for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary Subprogram Schedule - <u>1</u> for FY 2012-13, shall be deemed amended to state "Financial Summary Subprogram Schedule - <u>2</u> for FY 2012-13".

- 19. Contractor shall provide services in accordance with Contractor's FY <u>2012-13</u> Negotiation Package for this Agreement and any addenda thereto approved in writing by the County's Director of Mental Health or his designee.
- 20. 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 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, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By___

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

Los Angeles Unified School District CONSULTANT

Ву _____

Name

ı.

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

LAUSD Amend No. 1 (041213)

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|---|---|---------------------------------|-----------------------------------|-----------------|-------------------|
| | Contractor Name: Los Angeles Unified School District | DMH Legal Eni | lity Agreement - A | ttachmen | t III |
| | LE Number: 00315 | The Financial S | Summary No. 1 | | |
| | Agreement Period: July 1, 2012 through June 30, 2013 | Amendment No | umber 1 | | |
| | Fiscal Year: 2012-13 | Amendment Da | ate: 5-14-13 | | |
| A | B | c | D | | E |
| | | Medi-Cal | _ | | |
| Rank | Funded Programs | Reimbursable | Match Funds | | l Prograi ount |
| | | (Y/N) ¹ | maton Funda | | Dollars |
| ATEC | ORICALLY FUNDED PROGRAMS (100-399) | | | - | |
| | Family Preservation Program | l N | | 29998-353850699 | 958553769 |
| | Specialized Foster Care - DCFS MAT (Non Medi-Cal/Non Healthy Families) | N | | | |
| | Specialized Foster Care - Child Welfare Services (Medi-Cal/Healthy Families) | Y | | | |
| 31N 🔮 | Group Home Aftercare Services (Non Medi-Cal/Non Healthy Families) | Ň | 1 | | |
| | Group Home Aftercare Services (Medi-Cal/Healthy Families) | Y | | | |
| | First 5 (Non Medi-Cal/Non Healthy Families) | N | | | |
| | First 5 (Medi-Cal/Healthy Families) | Y | | | |
| 40N 3 | Comprehensive SOC Program (SAMHSA, CFDA #93.958) | N | | | |
| | Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104) | <u>N</u> | | | |
| | Family Wellness Network (SAMHSA, CFDA #93.243) Juvenile Justice Program (STOP) | <u>N</u> | | | |
| | Juvenile Justice Program (STOP) Juvenile Justice Program (JJCPA MHSAT) | N N | [| | |
| | Juvenile Justice Program (JJCPA MSAT) | N N | | | |
| | Juvenile Justice Program (Co-occurring Disorder) | N N | | | |
| | Juvenile Justice Program (FFT) (Non Medi-Cal/Non Healthy Families) | N | | | |
| 54M@ | Juvenile Justice Program (FFT) (Medi-Cal/Healthy Families) | Ŷ | | | |
| | PATH McKinney, CFDA #93.150 | N | | | |
| | Homeless Services (NCC) (Non Medi-Cal/Non Healthy Families) | N | | | |
| | Homeless Services (NCC) (Medi-Cal/Healthy Families) | Y | | | |
| | Post-Release Community Supervision-Community Reintegration Program (Non Medi-Cal/Non Healthy Families) | N N | | | |
| | Post-Release Community Supervision-Community Reintegration Program (Medi-Cal/Healthy Families) CalWORKs | Y | | | |
| | CalWORKs Homeless Family Project | <u>N</u> | | | |
| | GROW | N N | | | |
| | PES Relief Plan (Non Medi-Cal/Non Healthy Families) | N N | | | |
| | PES Relief Plan (Medi-Cal/Healthy Families) | Y Y | | | |
| 1 | Unique Categorically Funded Programs (Specify) | | | | |
| | DCFS Medical Hubs (VIP) | N | | | |
| | DCFS Starview PHF | Y | | | |
| | DCFS Independent Living (Hillview) | N | | | |
| | DCFS THP (HFLF) DHS Social Model (Dual Diagnosis) | N | | | |
| | DHS Social Model (Dual Diagnosis) | N N | | | |
| | DHS BHS (Dual Diagnosis) | N | | | |
| | Juvenile Justice Program/Title IV-E - MST (Non Medi-Cal/Non Healthy Families) | N | | | |
| 20M | Juvenile Justice Program/Title IV-E - MST (Medi-Cal/Healthy Families) | Y | | | |
| 30N@ | Other Employment Services/CCJCC (SSG) | N | | | |
| | CGF IMD Step Down (Non Medi-Cal/Non Healthy Families) | N | | | |
| | CGF IMD Step Down (Medi-Cal/Healthy Families) | Y | | | |
| | Federal/State Revenue | Y | | \$1, | 750,00 |
| GFIEL | INDED PROGRAMS (400-499) | | 6767 A.W. Hawk 20, Haw | 网络拉尔 | State State |
| | DMH (Non Medi-Cal/Non Healthy Families) DMH (Medi-Cal/Healthy Families) | N Y | ¢ 05.000 | ¢ , | 045 70 |
| | DMH (Medi-Cal/Healiny Families) L'HEALTH SERVICES ACT (MHSA) PROGRAMS (500-899) | | \$ 85,662 | ə 1, | 045,79 |
| | Full Service Partnerships (Non Medi-Cal/Non Healthy Families) | N N | an in geographic Allenting (1997) | ne toralle have | |
| | Full Service Partnerships (Medi-Cal/Healthy Families) | Y | | · | |
| | FCCS (Non Medi-Cal/Non Healthy Families) | N | | | |
| | FCCS (Medi-Cal/Healthy Families) | Y | \$ 136,775 | \$ | 748,79 |
| | Wellness Centers (Non Medi-Cal/Non Healthy Families) | Ň | | | |
| | Wellness Centers (Medi-Cal/Heatthy Families) Alternative Crisis Services (Non Medi-Cal/Non Healthy Families) | Y | | | |
| 20M窥 | anomanya unsis senires inen Merul Silvien Heerev komilies) | N | | | |
| 20M案) 30N派/ | | | | | |
| 20M& V 30N# / 30M# / | Alternative Crisis Services (Medi-Cal/Healthy Families) | Y | | | |
| 20M& / 30N# / 30M# / 40N: 1 | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Non Healthy Families) | Y N | | · | |
| 20M# 30N# / 30M# / 40N# 40M# | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Non Healthy Families) MD Step-Down (Medi-Cal/Healthy Families) | Y N Y | | \$ | 362.06 |
| 20M# 1 30N# 7 30M# 7 40M# 1 40M# 1 | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Non Healthy Families) | Y N | \$ 166.954 | | |
| 20M# 1 30N# 7 30M# 7 40N# 1 40M# 1 50N# 1 50N# 1 | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Non Healthy Families) MD Step-Down (Medi-Cal/Healthy Families) Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families) | Y N Y N | \$ 166,954 | | |
| 20M2 30N / 30M2 / 40M2 40M2 40M2 50M2 50M2 50M2 50M2 | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Healthy Families) MD Step-Down (Medi-Cal/Healthy Families) Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families) Prevention & Early Intervention Programs (Medi-Cal/Healthy Families) Prevention & Early Intervention Programs (Medi-Cal/Healthy Families) nnovation Programs (Non Medi-Cal/Intervention Programs (Medi-Cal/Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) | Y N Y N Y | \$ 166,954 | | |
| 20M2 30N2 50M2 50M2 10M2 50M2 50M2 50M2 50M2 50M2 1 | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Healthy Families) MD Step-Down (Medi-Cal/Healthy Families) Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families) Prevention & Early Intervention Programs (Medi-Cal/Healthy Families) Prevention & Fograms (Non Medi-Cal/Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) Unique MHSA Programs (Specify) | Y N Y N Y | \$ 166,954 | | |
| 20M2 30N2 30M2 40M2 40M2 40M2 50M2 50M2 50M2 1 50M2 1 50M2 1 | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Non Healthy Families) MD Step-Down (Medi-Cal/Healthy Families) Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families) Prevention & Early Intervention Programs (Medi-Cal/Healthy Families) novation Programs (Non Medi-Cal/Non Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) Dirique MHSA Programs (Specify) Probation Camps | Y N Y Y N Y N | \$ 166,954 | | 362,06 232,78 |
| 00M2 1 00M2 1 | Alternative Crisis Services (Medi-Cal/Healthy Families) MD Step-Down (Non Medi-Cal/Healthy Families) MD Step-Down (Medi-Cal/Healthy Families) Prevention & Early Intervention Programs (Non Medi-Cal/Non Healthy Families) Prevention & Early Intervention Programs (Medi-Cal/Healthy Families) Prevention & Fograms (Non Medi-Cal/Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) nnovation Programs (Medi-Cal/Healthy Families) Unique MHSA Programs (Specify) | Y N Y N Y | \$ 166,954 | | |

¹Medi-Cal reimbursable reflects DMH program guidelines in addition to applicable state and federal regulations.

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| | Financial Summary Subprogram Schedule | dule | | | | | | | |
|--|---|--------------|--------------|--------------------|----------|---|----------------------------|----------------------------------|-----------------|
| Contractor Name: | | | | | | DMH Legal Entit | y Agreement - | Enlity Agreement - Attachment IV | |
| Legar Enrory Mumoer: Agreement Period. Fiscal Year: | 2 UU315 2 UU315 - JUNE 30, 2013 5 FY 2013-33 | | | | | The Financial Summary Amendment Number - Amendment Date | nmary - ber - | 1 May 14, 2013 | |
| A B | - | | u | Ľ. | | | ť | | |
| | | I | Medi-Cal | Non-Medi-Cal Funds | al Funds | Medi-Cal/Healthy Family Funds (Gross) | thy Family Fur | nds (Gross) | Suborooram |
| Rank Funded Program | Subprogram | IS Plan R | Reimbursable | Direct | Manual | fedi- | Non-EPSDT | Healthy | Amount |
| CATEGORICALLY FINDED PROCEDANS (100-300) | 「「「」「」「」「」「」「」」「」」「」」「」」「」」「」」「」」」「」」「」 | | (N/1) | Srvcs (IS) | Invoice | Cal | Medi-Cal | Families | (Gross Dollars) |
| 100N Family Preservation Program | Family Preservation Program | 2011 | N | - | | | | | 1 9 |
| 130N Specialized Foster Care - DCFS MAT (Non Full Scope Medi- | • • | 2077 | z | | | | | | |
| | Enhanced Mental Health Services | 2064 | > | | | | | | ÷ • |
| 130M Specialized Foster Care - Child Welfare Services (Medi- | | 2072 | Y | | | | | | , , , |
| | Wraparound | 2079 | ٢ | | | | | | • |
| 131N Group Home Aftercare Services (Non Medi-Cal/Non Healthy Fam | Group Home Afterc | лөм | z | | | | | | ۰ ب |
| 231MGCroup Home Attercare Services (Medi-Cal/Healthy Families) | Group Home Afterc | MBM | > - | | | | | | \$ |
| 132Ni First 5 (Nori Meor-Cal/Non Healiny Families) 132Ni First 5 (Madi-Cal/Hoalthir Eamilies) | Pritst 5 (Non Medi-Cal/Non Healiny Families) | Men | z> | | | | | | |
| 140N[Comprehensive SOC Program (SAMHSA, CFDA #93.958) | | 2035 | - z | ╞ | | | | | |
| 141N Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104) | Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104) | None | z | | | | | | s |
| 142N Family Wellness Network (SAMHSA, CFDA #93,243) | Family Wellness Network (SAMHSA, CFDA #93.243) | None | z | | | | | | • |
| (151NE) Userite Justice Program (STOP) | Uuventie Justice Program (STUP) | 2027 | zz | | | | | | • |
| 152NJJuvenite Justice Program (JJCPA + MST) | Juvenile Justice Program (JJCPA MST) | 2049 | zz | | | | | | · |
| 153N Juvenile Justice Program (Co-occurring Disorder) | Juvenile Justice Program (Co-occurring Disorder) | 2081 | z | | | | | | ، دور |
| 154N Juvenile Justice Program (FFT) Non Medi-Cal/Non Healthy | | 2123 | z | | | | | | ' (A) |
| i tramiles 15AM Inventite Invettee Program (EEF) Madi.Calillaathiv Eamiliae | 212 | 2071 | z> | | | | | | |
| 134Mouvering Justice Frogram (FFT) Meur-Carriegiury Families | Path McKinney, CFDA #93.150 | 2023 | - z | | | | | | - - |
| | Homeless Services (NCC) Non Medi-Cal/Non Healthy Families | 2089 | z | | | | | | |
| 170MI-fomeless Services (NCC) Medi-Cal/Healthy Families | | 2089 | 7 | | | | | | • |
| Post-Release Community Supervision-Community Reintegration | Post-Release Community Supervision-Community Reintegration Program I [Non Medi-Cal/Non Healthy Families] | 2134 | z | | | | | | |
| | Healthy Way LA | AN | z | | | | | | , , |
| Post-Release Community Supervision-Community Reintegration | Post-Release Community Supervision-Community Reintegration Program | 2134 | ۲ | | | | | | |
| | | 2006 | z | | | | | | |
| | | 2006 | z | | | | | | ۰ ب |
| 181N CatWORKs Homeless Family Project | | 2040 | z | | | | | | ٠ • |
| 182NIGROW | Community Outreach Services | 2040 | zz | T | | | | | |
| 190N PES Relief Plan (Non Medi-Cal/Non Healthy Families) | PES Reliet Plan (Non Medi-Cal/Non Healthy Families) | 2045 | z | | | | | | • |
| 190M PES Relief Plan (Medi-Cat/Healthy Families) | PES Relief Plan (Medi-Cat/Healthy Families) | 2045 | ۲ | | | | | | ' |
| Ondoe Categoricany Funcey Frograms (Specify) 300N[DCFS Medical Hubs (VIP) | DCFS Medical Hubs | 2044 | z | | Γ | | | | |
| 301M DCFS Starview PHF | | 2038 | Y | | | | | | ' \$ |
| 302N{DCFS Independent Living (Hillview) | DCFS Independent Living (Hillview) | 2039 | z | | | | | | ۰ ب |
| 303NIDGES THP (HFLF) 310NDHS Scriet Model (Due) Disconsis) | DCFS THP (HFLF) DHS Social Madel (Duet Disconcie) | 2039 | zz | | T | | | _1_ | |
| 311NIDHS LAMP (Dual Diagnosis) | -10 | 2010 | z 2 | | | | | | , , |
| 312N DHS BHS (Dual Diagnosis) | DHS BHS (Dual Diagnosis) | 2010 | z | | | | | | , , , |
| 220N Juvenile Justice Program/Title IV-E - MST (Non Medi-Cal/Non | Juvenile Justice Program/Title IV-E - MST (Non-Medi-Ca/Non Healthy Eamities) | 2127 | z | | | | | | • |
| 320M Juvenile Justice Program/Title IV-E - MST (Medi-Cal/Healthy | Juvenile | 2127 | <u>ہ</u> | | | | | | |
| Families) 330N Other Emolyument Services(CO (CC (SSG) | Other Employment Seminas(CCIC) (SSC) | | . 2 | | | | | | * |
| 340N CGF IMD Step Down (Non Medi-Cal/Non Healthy Families) | CGF IMD Step Down (Non Medi-Cal/Non Healthy Families) | 2119 2119 | zz | | T | | | | ••• |
| 340M CGF IMD Step Down (Medi-Cal/Healthy Families) | CGF IMD Step Down (Medi-Cal/Healthy Families) | 2119 | ٢ | | | | | | ' \$ |
| 360M Federal/State Revenue CGF FIINDED PROCRAMS (400-499) | Federal/State Revenue | 2082 | ∀ | | | 1,750,000 | and Andrea Conf. A. Terlin | a sector sector sector sec | \$ 1,750,000 |
| ADN DAIL (Non Modi Cellina Healthin Eamilian Condition) | [DMH Mental Health Services (Non Medi-Cal/Non Healthy Families) | 1000 | N | | | a mag " | | Charles and the second second | \$ |
| UNIT (NULTIFUL CARTNOL LEADING FAILING SERVICES) | Healthy Way LA | AN | z | | | | | | |
| 400M DMH (Medi-CaVHealthy Families Services) | DMH Mental Health Services (Medi-CaVHealthy Families) | 1000 | ≻ | | | 1,012,355 | 33,442 | | \$ 1.045.797 |

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LE Subprogram Schedule

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MARVIN J. SOUTHARD, D.S.W. Director ROBIN KAY, Ph.D.

Chief Deputy Director RODERICK SHANER, M.D. Medical Director

March 13, 2013

TO: Each Supervisor FROM: Marvin J. South Director

SUBJECT: REVISION TO BOARD NOTIFICATION DATED MARCH 7, 2013 – REQUEST TO INCREASE DELEGATED AUTHORITY PERECENTAGE IN A BOARD LETTER TO AMEND AN EXISTING AGREEMENT WITH LOS ANGELES UNIFIED SCHOOL DISTRICT TO ADD ADDITIONAL FUNDS, LANGUAGE PROVISIONS, AND EXTEND THE TERM OF THE AGREEMENT

In the attached memo dated March 7, 2013, the Department inadvertently cited incorrect percentages related to its request to increase delegated authority. The memo indicated that the Department was requesting an additional thirty percent for a total of forty percent delegated authority. The Board notification has been revised as follows:

The Department of Mental Health (DMH) requests an additional ten percent for a total of twenty percent delegated authority for the current Legal Entity (LE) Agreement with Los Angeles Unified School District (LAUSD). The Board letter will amend LAUSD's Agreement to offer additional mental health services through the claiming of Federal Financial Participation (FFP) revenue using LAUSD funding as the local match. It is anticipated that this change will allow DMH to have greater flexibility with processing the FFP and paying LAUSD. LAUSD Wellness Centers will be expanded; as a result, there will be an increase in access to mental health services for students and their families in communities of greatest need. The services at the Wellness Centers will result in an estimated 1,500 unduplicated students who will have access to mental health services. Other benefits of this project will be to maximize internal and external school/community partnerships, and leverage funding that will make additional services available at no cost to the County.

Should there be the need to exceed the twenty percent delegated authority, DMH will return to your Board with a request for authority to amend the LE Agreement accordingly.

Each Supervisor March 13, 2013 Page 2

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:MM:RK:cp

Attachment

c: Health Deputies Chief Executive Officer Executive Officer, Board of Supervisors County Counsel Robin Kay, Ph.D. Margo Morales Bryan Mershon, Ph.D. Kimberly Nall Richard Kushi Gita Cugley Leticia Torres-Ibarra Claudia Pineda





MARVIN J. SOL FHARE, D.S. W Dractor HOBINS KAY: Ph.O. Cheef Deputy Lanceus RODENEDA SHANEF, M.D. Medical Diractor

March 7, 2013

TO: Each Supervisor <u>Kolon Kay</u> Ka FROM: Marvin J. Southard, D.S.W. Director

SUBJECT: REQUEST TO INCREASE DELEGATED AUTHORITY PERECENTAGE FOR LEGAL ENTITY AGREEMENT WITH LOS ANGELES UNIFIED SCHOOL DISTRICT FISCAL YEAR 2012-2013

This memorandum is to comply with Board Policy Manual, Section 5.120. Authority to Approve Increases to Board-Approved Contract Amounts. The Policy mandates that any department requesting a percentage increase in delegated authority exceeding ten percent of the total contract amount must provide a detailed justification and advance written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board meeting at which the proposed contract is to be presented.

The Department of Mental Health (DMH) requests an additional thirty percent for a total of forty percent delegated authority for the Legal Entity (LE) Agreement with Los Angeles Unified School District (LAUSD). This will enable LAUSD to deliver additional mental health services through claiming of Federal Financial Participation (FFP) using LAUSD funding as the local match. As such, we anticipate that this will require greater flexibility for DMH to process the FFP and pay LAUSD. This will allow for expansion of the LAUSD Wellness Centers to provide increased access to mental health services for students and their families in communities of greatest need. Amending the DMH LE Agreement with LAUSD to include Wellness Centers is expected to result in an estimated 1,500 unduplicated students having greater access to mental health services. Other benefits for this project will be to maximize internal and external school/community partnerships, and leverage funding in a creative manner to make additional services available at no cost to the County.

Should there be need to exceed the forty percent delegated authority. DMH will return to your Board with a request for authority to amend the LE Agreement accordingly.

Each Supervisor March 7, 2013 Page 2

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division. 91 (213) 738-4684.

MJS:BM:am

c: Health Deputies Chief Executive Officer Executive Officer, Board of Supervisors County Counsel Robin Kay, Ph.D. Richard Kushi