

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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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.info>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

June 9, 2005

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

57 JUN 21 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF AN AMENDMENT TO THE MENTAL HEALTH SERVICES – SUPERSESSION LEGAL ENTITY AGREEMENT WITH HOMES FOR LIFE FOUNDATION DBA CEDAR STREET HOMES FOR FISCAL YEAR 2005-2006 (SUPERVISORIAL DISTRICT 5) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health or his designee to prepare, sign, and execute an amendment, substantially similar to the Attachment to the Supersession Legal Entity Agreement with Homes for Life Foundation (HFLF) dba Cedar Street Homes (Cedar Street) to fund treatment services, provided through a Medi-Cal certified clinic, and operational costs for 38 clients who will reside at the Cedar Street residential site. The Amendment increases the HFLF Maximum Contract Amount (MCA) for Fiscal Year (FY) 2005-2006 through the term of the Agreement by \$603,456 of Sales Tax Realignment Funds and \$160,000 of projected Non-Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) – Federal Financial Participation (FFP) Medi-Cal revenue, with a combined total of \$763,456 for a revised MCA of \$1,734,805. The Sales Tax Realignment Funds will be redirected from the State Hospital budget. The Amendment will be effective upon Board approval.
2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to the Supersession Agreement provided that : 1) the County's total payments to Contractor under this Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable MCA; 2) any

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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 Administrative Officer (CAO) or their designees 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

The purpose of the requested action is to enable Cedar Street to provide supportive housing services, including an on-site Medi-Cal certified clinic, on the grounds of Metropolitan State Hospital (MSH), for Department of Mental Health (DMH) clients. The requested action will provide augmented community placement for 38 clients who are discharge-ready from Institutions of Mental Disease (IMDs). Sales Tax Realignment Funds redirected from the FY 2005-2006 State Hospital budget and projected FFP revenue for Medi-Cal reimbursable outpatient services will fund treatment and operational costs for the program.

Cedar Street will be an integral component of DMH's plan to reduce demand on Psychiatric Emergency Services (PES) at the four (4) County hospitals. Augmented residential resources such as Cedar Street will support people in community living as an alternative to emergency, acute psychiatric inpatient, and long-term institutional care.

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," Goal No. 3, "Organizational Effectiveness," and Programmatic Goal No. 7, "Health and Mental Health." The recommended actions will provide the public with easy access to quality information and services that are both beneficial and responsive; ensure that service delivery systems are efficient, effective, and goal-oriented; and implement a client-centered, information-based health and mental health services delivery system.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The requested action is fully funded by \$603,456 of Sales Tax Realignment Funds redirected from the State Hospital budget and \$160,000 of projected FFP Medi-Cal revenue, for a combined total of \$763,456. This funding is included in DMH's Final Changes Budget for FY 2005-2006. The revised MCA for FY 2005-2006 will be \$1,734,805.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cedar Street is a collaborative effort among DMH, the United States Department of Housing and Urban Development (HUD), Los Angeles County Community Development Commission (CDC), and HFLF. The program is designed to provide a model comprehensive transitional housing and supportive service program with intensive mental health services for persons at long-term care institutions who have been evaluated as ready for community living.

The proposed Cedar Street facility, located at 11401 Bloomfield Avenue, Norwalk, CA 90650, will provide a 38 bed residential mental health treatment program. The facility will be licensed by Community Care Licensing as an Adult Residential Facility serving mentally ill clients, including both Lanterman-Petris-Short (LPS) conservatees and voluntary clients, who require intensive support to maintain stable community placement and to prepare for more independent community living. The program is considered transitional, and as such will work with residents for up to two (2) years to prepare them for more independent community living. Clients who receive Supplemental Security Income (SSI) will pay a portion of the SSI residential care rate as a share of cost, reported as third-party revenue to the legal entity Agreement with DMH.

Program services will include medication support, individual/group treatment, family groups and activities, crisis intervention, and case management to ensure community linkage and support on discharge from the program. Staffing will consist of a multi-disciplinary team of mental health workers who will provide mental health services five (5) days per week at the clinic, and be available 24/7 at the residential site.

The Amendment format has been approved as to form by County Counsel. The CAO and DMH's Program and Fiscal Administrations have reviewed the proposed action.

CONTRACTING PROCESS

The proposed action can be accomplished by Amendment to the Homes For Life Foundation Agreement.

IMPACT ON CURRENT SERVICES

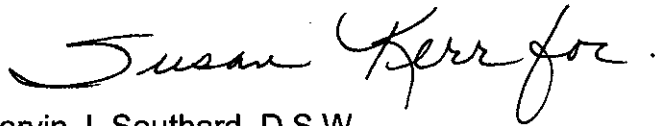
Upon approval by your Board, DMH will enhance services in the area by establishing a Medi-Cal certified clinic that will provide mental health services for severely mentally ill clients, including both LPS conservatees and voluntary clients, who reside at the Cedar Street residential location.

As referenced in the Purpose section above, Cedar Street is an integral component of DMH's plan to reduce the demand for PES at the four (4) County hospitals. Augmented residential resources such as Cedar Street will support people in community living as an alternative to emergency, acute psychiatric inpatient and long-term institutional care.

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:JA:RK:EM

Attachment

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

CONTRACT NO. _____

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and **Homes For Life Foundation** (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____, and any subsequent amendments (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 amend Agreement to fund treatment services, provided through a Medi-Cal certified clinic and operational costs for 38 clients who will reside at the Cedar Street residential site; and

WHEREAS, for Fiscal Year 2005-2006, County and Contractor intend to amend Agreement to increase the Maximum Contract by **\$603,456** of Sales Tax Realignment Funds and **\$160,000** of projected Non-Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Federal Financial Participation (FFP) Medi-Cal revenue; and

WHEREAS, for Fiscal Year 2005-2006 the Maximum Contract Amount (MCA) will be increased with a revised MCA of **\$1,734,805**.

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

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph C (Reimbursement If Agreement is Automatically Renewed) shall be deleted in its entirety and the following substituted therefore:

"C. Reimbursement If Agreement is Automatically Renewed:

- (1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed **ONE MILLION SEVEN HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED FIVE DOLLARS (\$1,734,805)** and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate 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 First Automatic Renewal 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 person and addresses which are set forth in Paragraph 58 (NOTICES).

2. Financial Summary for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary - 1 for Fiscal Year 2005-2006, attached hereto

and incorporated herein by reference. All references in Agreement to Financial Summary for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary - 1 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.

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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.

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By _____

COUNTY OF LOS ANGELES

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

Homes For Life Foundation
CONTRACTOR

By _____

Name Carol M. Liess

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EM:Homes for Life Amend 1

Contractor Name: HOMES FOR LIFE FOUNDATION
 Legal Entity Number: 00508
 Agreement Period: July 2005 to June 2006
 Fiscal Year: 2005-06

DMH Legal Entity Agreement
 Attachment II Page 1 of 2
 The Financial Summary- ____
 Amendment No. 1

LINE #	COLUMNS DESCRIPTION	Sum of 2 + 3 + 4 + 5 + 6 + 7 = 1					
		1 MAXIMUM CONTRACT ALLOCATION TOTALS	2 LOCAL MHP NON MEDI-CAL	3 DCFS STOP SGF 70% County Local 30%	4 NON-EPSDT MEDI-CAL PROGRAM 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%
Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds* (see footnote)							
1	A. Contractual Limitation By Responsible Financial Party:						
2	CGF	1,035,928	701,105	-	329,743	25,080	-
3	SAMHSA	-	-	-	-	-	-
4	PATH	-	-	-	-	-	-
5	CaWORKs - Family Project	-	-	-	-	-	-
6	CaWORKs - Client Supportive Svc.	-	-	-	-	-	-
7	CaWORKs - Mental Health Services (MHS)	-	-	-	-	-	-
8	CaWORKs - Community Outreach Services (COS)	-	-	-	-	-	-
9	GROW	-	-	-	-	-	-
10	DCFS AB 1733/AB 2994	-	-	-	-	-	-
11	DCFS Family Preservation	-	-	-	-	-	-
12	DCFS Starview Life Support, PHF	-	-	-	-	-	-
13	DCFS Independent Living	259,514	259,514	-	-	-	-
14	DCFS STOP (70%)	-	-	-	-	-	-
15	DCFS Provisional Funding Uses (PFU) for Medical Hubs	-	-	-	-	-	-
16	Schiff-Cardenas - MH Screening, Assessment, and Treatment (MHSAT)	-	-	-	-	-	-
17	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-	-	-	-	-	-
18	AB 34/AB 2034 Services	-	-	-	-	-	-
19	ADPA AB 34/AB 2034 Housing	-	-	-	-	-	-
20	DHS HIV/AIDS	-	-	-	-	-	-
21	DHS Dual Diagnosis	-	-	-	-	-	-
22	IDEA (AB 3832 - SEP)	-	-	-	-	-	-
23	Mental Health Services Act (MHSA)	-	-	-	-	-	-
24	Medi-Cal or Healthy Families FFP	307,093	-	-	169,743	137,350	-
25	SGF - EPSDT	112,270	-	-	-	112,270	-
26		-	-	-	-	-	-
27	Maximum Contract Amount (A)	1,734,805	960,619	-	339,486	274,700	-
					0.50	0.50	-
28	B. Third Party:						
29	Medicare	-	-	-	-	-	-
30	Patient Fees	-	-	-	-	-	-
31	Insurance	-	-	-	-	-	-
32	Other	-	-	-	-	-	-
33		-	-	-	-	-	-
34	Total Third Party (B)	-	-	-	-	-	-
35	GROSS PROGRAM BUDGET (A+B)	1,734,805	960,619	-	339,486	274,700	-

Footnote

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

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	\$1.71		7245, 7504, 7506
Mental Health Services	15	10 - 19 /30-59	\$2.21		7245, 7504, 7506
Therapeutic Behavioral Services (TBS)	15	58			
Medication Support	15	60 - 69			
Crisis Intervention	15	70 - 79	\$2.78		7504, 7506
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			

DMH Summary of Amendment Changes

LEGAL ENTITY NAME: Homes For Life Foundation

Contract No.: DMH-

Legal Entity No.: _____

Amendment No.: 1

LISTING OF FUNDING SOURCES

	Realignment/CGF		Funding Source		Funding Source
1	EPSDT Baseline CGF Match	12	DCFS AB 3632 Family Preservation	24	PATH/McKinney
2	SB 90 (AB 3632) Baseline CGF Match	13	DHS/ADPA (Sidekick)	25	AB 2994
3	EPSDT Growth CGF Match	14	DCFS Star View	26	AB 2034: Services
4	Healthy Families CGF Match	15	DPSS CalWORKs		AB 2034: Client Supportive Services
5	Non EPSDT-FFP CGF Match	16	DPSS GROW	27	SAMHSA/AB 3015
6	STOP CGF Match	17	DHS Lamp		SAMHSA: Flex Funds
7	Other CGF	18	DHS Social Model	28	State HIV/AIDS
8	DHS/ADPA AB 2034	19	DCFS STOP (SGF)	29	SB 90 (AB 3632)
9	DHS/ADPA Dual Diagnosis	20	DCFS Hillview/Transitional Living	30	Healthy Families FFP
10	DCFS Family Preservation	21	Probation Schiff-Cardenas	31	Non EPSDT-FFP
11	DCFS AB 1733 Child Abuse	22	DHS/ADPA Dual Diagnosis (BHS)	32	EPSDT-FFP
		23	DCFS THP	33	EPSDT-SGF

FUNDING SOURCE(S):

(Select from Funding Sources listed above.)

AMOUNT
Increase/Decrease

FISCAL YEAR

MCA

Sales Tax Realignment Funds	
Non-EPSDT-FFP	

AMOUNT	FISCAL YEAR	MCA
\$ 603,456	2005-2006	
\$ 160,000	2005-2006	
\$ 763,456	2005-2006	\$ 1,734,805

AMENDMENT ACTION(S):

BOARD ADOPTED DATE: _____

EFFECTIVE DATE: _____

Amendment No. 1 increases the Homes For Life MCA for FY 2005-2006 by \$603,456 of Sales Tax Realignment Funds and \$160,000 of projected Non-EPSDT-FFP with a combined total of \$763,456 for a revised MCA of \$1,734,805.

New Headquarters Address: _____

Sup. Dist.: _____

Svc. Area: _____

ADD OR DELETE SERVICE SITE(S):

Name	Address	Sup. Dist.	Svc. Area	Prov. No.