

COUNTY OF LOS ANGELES

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Reply To: (213) 738-4601

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December 2, 2004

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37

JAN 04 2005

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

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF THE MEDICAL HUB CONCEPT
AND
APPROVAL TO AMEND AN EXISTING DEPARTMENT OF MENTAL HEALTH
LEGAL ENTITY AGREEMENT WITH VIP COMMUNITY MENTAL HEALTH CENTER,
INC., FOR FISCAL YEARS 2004-2005, 2005-2006, AND 2006-2007
AND
APPROVAL OF REQUESTS FOR APPROPRIATION ADJUSTMENTS
FOR FISCAL YEAR 2004-2005
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF THE DEPARTMENT OF
CHILDREN AND FAMILY SERVICES:**

1. Approve the proposal for Medical and Mental Health Assessments for Foster Care Youth (Medical Hub program), as described in Attachment I, to provide comprehensive forensic, medical, and psychiatric evaluations/assessments, as well as ongoing treatment for children who come to the attention of the foster care system.
2. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute Amendment No. 3 (substantially similar to Attachment II) to an existing Department of Mental Health (DMH) Legal Entity (LE) Agreement No. DMH-01659 with VIP Community Mental Health Center, Inc. (VIP), effective the date of execution, to fund an increased level of outpatient mental health services for assessment and treatment of children in foster care and those at imminent risk of being placed in foster care by the Department of Children and Family

Services (DCFS) in order to implement the first of six (6) medical hubs Countywide. The Amendment will increase the Maximum Contract Amount (MCA) to \$5,297,822 for FY 2004-2005 and to \$5,858,822 for FYs 2005-2006 and 2006-2007. The \$2,533,000 increase for FY 2004-2005 will be financed using \$910,000 of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Federal Financial Participation (FFP) Medi-Cal revenue, \$819,000 of EPSDT State General Funds (SGF), \$713,000 of Intrafund Transfer (IFT) from DCFS, and \$91,000 of EPSDT County General Funds (CGF) Growth Match. The EPSDT-CGF Growth Match is fully funded with ongoing Vehicle License Fee (VLF) realignment revenue, which is included in DMH's FY 2004-2005 Final Adopted Budget. The MCA for FYs 2005-2006 and 2006-2007 will be increased by an additional \$561,000, and will be financed using \$455,000 of EPSDT-FFP Medi-Cal revenue, \$409,500 of EPSDT-SGF, \$45,500 of ESPDT-CGF Growth Match and a reduction of \$349,000 in IFT from DCFS.

3. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this LE Agreement and establish as a new MCA the aggregate of the original Agreement and all amendments through and including this Amendment provided that: 1) the County's total payments to the contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief 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.
4. Approve DCFS's Request for Appropriation Adjustment (Attachment III) to provide the funding to implement the first of six (6) medical hubs to be implemented Countywide. The adjustment will transfer \$713,000 to the DCFS Administration Budget from the Net County Cost (NCC) currently set aside in Provisional Financing Uses (PFU) from MacLaren Children's Center (MCC). This adjustment will provide DCFS with the funding needed to reimburse DMH for provision of outpatient mental health assessment and treatment services provided by VIP to Medi-Cal/EPSDT ineligible children in, or at imminent risk of entering foster care.

5. Approve DMH's Request for Appropriation Adjustment (Attachment IV) in the amount of \$2,442,000 for FY 2004-2005, fully funded by EPSDT- FFP Medi-Cal revenue (\$910,000), EPSDT-SGF (\$819,000), and IFT from DCFS (\$713,000). The appropriation increase will provide spending authority to DMH to fund VIP for provision of an increased level of outpatient mental health services to implement the first medical hub.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will allow for implementation of the first of six (6) medical hubs for provision of forensic, medical, and mental health assessments to children in, or at-risk of entering the foster care system as described in Attachment I.

The attached medical hub concept paper provides a plan for developing a series of regional medical hubs that can provide the forensic, medical, and mental health expertise needed for children as they enter the County's foster care system. The goal of the medical hub concept is to: (a) increase the safety of children in, or at risk of entering the foster care system; (b) improve the functioning of children and their families; (c) decrease recidivism; and (d) decrease timelines to permanency. These goals will be achieved by ensuring:

- access to the expertise necessary to identify and treat severe/complex medical and mental health issues of high needs/hard-to-reach children and other children in protective custody resulting in improved placement and detention decision-making;
- linkage to mental health services for foster care children;
- availability of 24/7 forensic, medical, and psychiatric assessments/screenings and ongoing treatment;
- coordinating any follow-up medical and mental health treatment needed.

As part of the Katie A. Settlement, the County agreed to utilize NCC that was previously appropriated for MCC to provide services/supports to the class of plaintiffs in Katie A. In an effort to improve child welfare services in the County and to comply with the obligations of the Katie A. settlement, including the prompt and proper identification of the mental health needs of foster children, a portion of the MCC PFU funding is needed to support regional medical hubs. The regional medical hubs will primarily target those children who are within the class of plaintiffs in Katie A. and address the key problems raised in the litigation. This will ensure the class of plaintiffs in Katie A. and the broader child population identified in recent critical incident reviews are identified early and their needs are expertly addressed.

VIP (through a contract with DMH) and LAC-USC Medical Center's Community-Based Assessment and Treatment Center (CATC) clinic have been providing forensic, medical, and mental health assessments for a limited number of at-risk foster care children on a 24 hours a day, 7 days (24/7) a week basis for approximately 19 years using Medi-Cal/EPSDT and First 5 funding. The first step in implementing the medical hub concept is to expand services available through VIP to all Medi-Cal/EPSDT eligible children currently, or at risk of being placed in foster care, and to provide these services to Medi-Cal/EPSDT ineligible children as well.

The requested appropriation adjustments will: (a) transfer MCC NCC from PFU to the DCFS Administration Budget; (b) enable DCFS to provide funding to DMH to expand services to Medi-Cal/EPSDT ineligible children; and (c) enable DMH to amend the contract with VIP to increase funding for provision of mental health services to Medi-Cal/EPSDT eligible children.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 1, "Service Excellence," and Goal No. 5, "Children and Families Well-Being". The recommended actions will provide 24/7 availability of expert forensic, medical, and mental health assessment to ensure prompt identification and treatment of health and mental health needs resulting in increased safety of children, improved functioning of children and families, decreased abuse/neglect recidivism, and decreased timelines to permanency.

FISCAL IMPACT/FINANCING

The cost to implement the six (6) medical hubs Countywide has not yet been determined. Provided below are details regarding the cost to implement the first hub by amending DMH's existing contract with VIP for provision of mental health services and utilizing LAC-USC Medical Center's CATC clinic for provision of medical services.

- FY 2004-05

Currently, the MCA for the VIP Agreement is \$2,764,822. For FY 2004-05, the MCA will be increased to \$5,297,822. The \$2,533,000 increase will fund the provision of mental health services at the first of six (6) medical hubs for the remainder of the fiscal year and will be financed using federal (\$910,000) and State (\$819,000) EPSDT funding, EPSDT CGF Growth Match (\$91,000), and IFT (\$713,000) from DCFS (MCC NCC). Of the total increase in the MCA, \$1,820,000 will be used to increase the number of Medi-Cal/EPSDT eligible children served, \$243,000 will be used to provide services to Medi-Cal/EPSDT ineligible children, and up to \$470,000 will fund start-up costs (three [3] months of salaries for additional VIP staff).

At this time, it is anticipated that the cost of medical services provided by LAC-USC Medical Center's CATC clinic will be financed by its existing funding streams. However, DHS indicated there may be a need to utilize MCC NCC to fund potential revenue shortfalls associated with providing these services to Medi-Cal ineligible children.

- FYs 2005-2006 and FY 2006-2007

For FYs 2005-2006 and 2006-2007, the MCA will be increased to \$5,858,822 to fund the full-year cost of the mental health services at the medical hub. The \$561,000 increase over the FY 2004-2005 MCA amount will be financed using federal (\$455,000) and State (\$409,500) EPSDT funding, EPSDT CGF Growth Match (\$45,500), and reducing the IFT from DCFS by \$349,000.

At this time, it is anticipated that the cost of medical services provided by LAC-USC Medical Center's CATC clinic will be financed by its existing funding streams. However, DHS indicated there may be a need to utilize MCC NCC to fund potential revenue shortfalls associated with providing these services to Medi-Cal ineligible children.

The Request for Appropriation Adjustment for DCFS in the amount of \$713,000 (Attachment III) reflects the transfer of \$713,000 in NCC to the DCFS Administration Budget from the MCC NCC set aside in PFU.

The Request for Appropriation Adjustment for DMH in the amount of \$2,442,000 (Attachment IV) reflects an increase of \$910,000 in EPSDT- FFP Medi-Cal revenue, \$819,000 in EPSDT-SGF, and \$713,000 in IFT from DCFS. The EPSDT-CGF Growth Match of \$91,000 is fully funded with ongoing VLF realignment revenue, which is included in DMH's FY 2004-2005 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Children that come to the attention of the foster care system are often at an increased risk (with varying levels of severity) of medical and mental health illness. Access to forensic, medical, and mental health expertise and assessment capabilities 24/7 a week, is needed to ensure the safety of children at risk of entering or already in the County's foster care system and to shorten the timelines to permanency. Currently, traditional hospital emergency rooms and most related medical and mental health facilities do not have the forensic expertise necessary to fully address the needs of these children.

VIP, located at LAC-USC Medical Center, currently provides mental health services to Medi-Cal/EPSDT eligible children up to the level funded by the LE Agreement with DMH (approximately 600 unduplicated children and families). These services are provided to primarily Hispanic bilingual or monolingual children residing in Service Area 4.

With the increase in the LE Agreement MCA, services can be expanded to approximately 850 unduplicated children and families, including Medi-Cal/EPSDT eligible children, as well as Medi-Cal/EPSDT ineligible children. As the pilot/model project and the only assessment center available to DCFS 24/7, VIP's geographic area of service will expand to include the entire County of Los Angeles until other CATC clinics can be implemented. The services will expand to include emergency and Multidisciplinary Assessment Team (MAT) assessments for children at risk for detention or detained by DCFS. Children deemed to be at high-risk for placement failure, in a state of mental health deterioration, in need of intensive psychiatric support, and who may have suffered from re-abuse and re-injury will be followed both medically and psychologically as a result of the expanded contract.

Medical assessments are currently provided by the CATC clinic at LAC-USC Medical Center.

DCFS and DMH are in discussions with other medical facilities (including Antelope Valley Hospital, Children's Hospital of Los Angeles, Harbor UCLA Medical Center, Martin Luther King Jr./Drew University Medical Center, and Olive View Medical Center) to determine the cost and needs for each of these facilities to develop a medical hub. The funding and operational needs for the five (5) additional medical hubs are currently in the development stage. Therefore, the Departments will return to your Board on a flow basis with funding recommendations to operationalize the remaining five (5) medical hubs.

The regional medical hubs will primarily target those children who are within the class of plaintiffs in Katie A. and address the key problems raised in the litigation. This is consistent with the County's desire and commitment to treat these children in their homes or in home-like settings to avoid institutionalization and improve child welfare services in the County through prompt and proper identification of the health and mental health needs of foster children.

The attached Amendment format has been approved as to form by County Counsel. The CAO and County Counsel have reviewed and approved the proposed actions.

CONTRACTING PROCESS

VIP is a Short-Doyle/Medi-Cal certified contract provider with DMH.

IMPACT ON CURRENT SERVICES

Implementation of the medical hub concept will provide expert, forensic, medical, and mental health assessments giving DCFS the ability to identify the children who may be maintained in their family homes versus those who must be detained resulting in a reduction in the recidivism rate of abuse and neglect. The regional medical hub will also help identify and treat significant medical and mental health problems promptly, improving safety for children and strengthening the reunification process leading to stability and permanence.

The primary focus of VIP's current services is on children identified as victims of abuse, neglect, or exposed to family violence. The services provided are similar to those of most EPSDT contract agencies and include individual, group, parent, and family counseling. Testing is provided based on the needs of the individual child. Medication support services are available on an as-needed basis.

With VIP's expansion to include services for the CATC population, there will be a shift in focus and intensity. There will be an increase in acute emergent assessments of children at the time of potential detention with the goal of assessing each family for strengths and promoting family preservation whenever possible. For children who require detention, each will have an extensive medical, mental health, and developmental evaluation. For many children this will mimic the MAT and will be partnered with a complete forensic evaluation and medical examination. In addition to new cases, children in foster care who are failing placement or continuing to have serious mental health problems will be referred to CATC and the mental health component for reassessment, case management, and intensive mental health services including tightly monitored psychotropic medications.

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,

and yakob for

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

John Smith for David Sanders
John Smith

David Sanders, Ph.D.
Director, Department of
Children and Family Services

MJS:SK:RK:LW

Attachments (4)

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

**Proposal for Medical and Mental Health
Assessments for Foster Care Youth**

PROBLEM

Children that come to the attention of the foster care system are often at an increased risk, with varied levels of severity, of medical and mental illnesses. The Department of Children and Family Services (DCFS) needs forensic medical and mental health expertise and assessment capacity available 24-hour a day, 7 days a week (24/7) to meet the emergent and ongoing needs to ensure safety and permanency for children at risk of entering or who are already in the foster care system. Currently, traditional hospital emergency rooms and most related medical and mental health facilities do not have the forensic expertise necessary to adequately address the needs of foster youth.

PROPOSAL

The proposal is to develop medical hubs Countywide to provide forensic medical and mental health expertise and assessments on a 24/7 basis to meet emergent and ongoing needs of all children currently in, or at risk of entering, the foster care system. Mental health services will be provided by the Department of Mental Health (DMH) either in-house or through contract, and medical services will be provided by the Department of Health Services (DHS) either in-house or through contract.

Critical incident reviews indicate an intake process that includes expert, forensic medical and mental health assessments will lead to better matches for placement and case plan/service design, which in turn, will lead to better outcomes for children entering the foster care system. Obtaining expert medical and psychiatric opinion as to the cause of a child's issues early in the intake process facilitates safe and stable placement/detention decisions.

The proposal includes co-locating DCFS Emergency Response staff at the medical hub locations to: (a) facilitate the new intake resource, (b) link the medical hubs to appropriate DCFS regional offices, and (c) ensure DCFS regional office access to this expert clinical tool.

The proposal includes use of MacLaren Children's Center (MCC) net County cost (NCC) currently set aside in Provisional Financing Uses (PFU) to fund the cost of forensic mental health expertise, assessment and treatment for children who are ineligible for Medi-Cal Early and Periodic Screening, Diagnosis and Treatment (EPSDT) funding.

TARGET POPULATION

The target population is all children currently in, or at risk of entering, the foster care system. This will ensure the class of plaintiffs in Katie A and the broader child

population identified in recent critical incident reviews are identified early and their needs are expertly addressed.

MEDICAL HUB GOALS

The goals of the medical hub concept include: (a) increase the safety of children in, or at risk of entering, the foster care system; (b) improve the functioning of children and their families; (c) decrease recidivism; and (d) decrease timelines to permanency. These goals will be achieved by ensuring:

- prompt identification of health and mental health issues and assessment of the level of severity;
- availability of expert resources to serve a priority population of high-needs/hard-to-reach children, children in protective custody with comprehensive medical and/or psychiatric or medical complexities needing diagnosis and treatment;
- capacity for emergency 24/7 forensic medical/psychiatric evaluations;
- capacity for ongoing medical/psychiatric treatment and/or linkage for mental health services for foster care children; and
- geographically appropriate access countywide.

NEXT STEPS

1. Amend VIP Community Mental Health Center's existing legal entity agreement with DMH to expand the agreement to include forensic mental health assessment and treatment services to children in, or at risk of entering, the foster care system who are Medi-Cal/EPSDT ineligible children and to increase the number of Medi-Cal/EPSDT eligible children to be served.

Currently, VIP is located at Los Angeles County University of Southern California Medical Center (LAC-USC Medical Center) and provides mental health services to Medi-Cal/EPSDT eligible children up to the level funded by in a legal entity agreement with the DMH. VIP also receives First 5 funding to address the needs of a portion of the population they serve. Medical services are provided by DHS' Community-Based Assessment and Treatment Center (CATC) clinic at LAC-USC Medical Center. Therefore, much (but not all) of the necessary infrastructure and funding support needed for a medical hub are currently in place at VIP and the CATC clinic.

The amendment to the agreement with VIP is needed to increase the maximum contract amount by: (a) \$1,820,000 for provision of services to an increased number of Medi-Cal/EPSDT eligible children; (b) \$243,000 for provision of

services to Medi-Cal/EPSDT ineligible children in, or at risk of entering, the foster care system; and (c) \$470,000 to fund the first three months of salary costs to increase VIP staffing to the level needed to accommodate the increase in the number of children to be served.

2. Develop other medical hub sites at Antelope Valley Hospital, Children's Hospital of Los Angeles, Harbor UCLA Medical Center, King/Drew Medical Center and Olive Medical Center.

The funding/operational needs for these five sites, including start-up and ongoing funding, are currently in the development stage. It is anticipated that the funding needs for these additional sites will be greater than the needs identified for the medical hub located at LAC-USC medical center, since VIP and the CATC clinic have most of the needed infrastructure and funding in place already.

3. Return to the Board on a flow basis with funding recommendations as each of the additional centers is ready to become operational.

FUNDING

Forensic mental health services for Medi-Cal/EPSDT eligible children will be funded using existing funding streams up to the spending level required by DMH's maintenance of effort. However, it is proposed that the services for Medi-Cal/EPSDT ineligible children be funded using MacLaren Children's Center (MCC) net County cost (NCC) currently set aside in Provisional Financing Uses (PFU). It is believed that this is an appropriate use of the MCC NCC, since it will help to better identify and serve children that would be considered part of the MCC population. In addition, the medical hubs will provide access for all children entering the foster care system to expert, forensic medical and mental health assessment and treatment which will allow for early identification of children's needs thereby avoiding escalation to the degree of severity demonstrated by many of the children served at MCC.

At this time, it is anticipated that the forensic health services will be funded using existing DHS funding streams; however, DHS indicated there may be a need to utilize MCC NCC to fund potential revenue shortfalls associated with providing these services to Medi-Cal ineligible children.

CONTRACT NO. _____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____, 2004, by and between the COUNTY OF LOS ANGELES (hereafter "County") and VIP Community Mental Health Center, Inc. (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 29, 2004, identified as County Agreement No. DMH-01659, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, effective on the date of Board approval, for Fiscal Years 2004-2005, 2005-2006 and 2006-2007, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, to implement the first of six regional medical hubs that Department of Children and Family Services (DCFS) is developing at various medical centers geographically located throughout the County, VIP will work with DCFS and Los Angeles County - University of Southern California (LAC-USC Medical Center) to create a clinic with forensic medical and mental health expertise that is available on a 24/7 basis to meet the emergent needs and ensure safety and permanency for children at risk of or already in the foster care system; and

WHEREAS, VIP currently provides mental health services to Medi-Cal/EPSDT eligible children up to the level funded by the LE Agreement with DMH (approximately 600 unduplicated children and families). These services are provided to primarily Hispanic bilingual or monolingual children residing in Service Area 4; and

WHEREAS, with the increase in the LE Agreement MCA, services can be expanded to approximately 850 unduplicated children and families referred by DCFS, including Medi-Cal/EPSDT eligible children, as well as Medi-Cal/EPSDT ineligible children. As the pilot/model project and the only assessment center available to DCFS 24/7, VIP's geographic area of service will expand to include the entire County of Los Angeles until other CATC clinics can be implemented. The services will expand to include emergency and Multidisciplinary Assessment Team (MAT) assessments for children at risk for detention or detained by DCFS. Children deemed to be at high-risk for placement failure, in a state of mental health deterioration, in need of intensive psychiatric support, and who may have suffered from re-abuse and re-injury will be followed both medically and psychologically as a result of the expanded contract; and

WHEREAS, for Fiscal Year 2004-2005 only, County and Contractor intend to amend Agreement to add one-time only start-up costs by Intrafund Transfer (IFT) from DCFS based upon DCFS's approval of a detailed invoice submitted by Contractor that documents actual costs incurred, not to exceed \$470,000 to the Maximum Contract Amount (MCA); and

WHEREAS, for Fiscal Year 2004-2005, County and Contractor intend to amend Agreement to add IFT from DCFS in the amount of \$243,000 to the MCA for the provision of outpatient mental health services to children not covered through EPSDT or Medi-Cal; and

WHEREAS, for Fiscal Year 2004-2005, County and Contractor intend to amend agreement to add EPSDT Growth Match funds in the amount of \$91,000,

add EPSDT-FFP Medi-Cal funds in the amount of \$910,000, and add EPSDT-SGF funds in the amount of \$819,000, to the MCA for the provision of outpatient mental health services to children in foster care and those at imminent risk of being placed in foster care by DCFS, at a new regional medical hub located at LAC-USC Medical Center; and

WHEREAS, for Fiscal Years 2005-2006 and 2006-2007, County and Contractor intend to amend Agreement to add IFT from DCFS in the amount of \$364,000, to the MCA for the provision of outpatient mental health services to children not covered through EPSDT or Medi-Cal; and

WHEREAS, for Fiscal Years 2005-2006 and 2006-2007, County and Contractor intend to amend agreement to add EPSDT Growth Match funds in the amount of \$45,500, add EPSDT-FFP Medi-Cal funds in the amount of \$455,000, and add EPSDT-SGF funds in the amount of \$409,500, to the MCA for the provision of outpatient mental health services to children in foster care and those at imminent risk of being placed in foster care by DCFS, at a new regional medical hub located at LAC-USC Medical Center; and

WHEREAS, for Fiscal Year 2004-2005 and any subsequent fiscal years, County and Contractor intend to amend Agreement to add contract language in regards to Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76); and

WHEREAS, for Fiscal Years 2004-2005, 2005-2006 and 2006-2007, the MCAs will be increased with revised MCAs of \$5,297,822, \$5,858,822 and \$5,858,822, respectively.

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

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) (if applicable) 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 FIVE MILLION TWO HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS (\$5,297,822) 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 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 58 (NOTICES).

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 FIVE MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS (\$5,858,822) 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 persons and addresses which are set forth in Paragraph 58 (NOTICES).

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed FIVE MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS (\$5,858,822) 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 Second 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 persons and addresses which are set forth in Paragraph 58 (NOTICES)."

2. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph K (Cash Flow Advance in Expectation of Services/Activities To Be Rendered), Subsection(s) (1) and (2) shall be deleted in their entirety and the following substituted therefor:

"K. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED:

(1) Each month of each fiscal year not to exceed three (3) consecutive months, or portion thereof, that this Agreement is in effect, Contractor may request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any funds which may be part of the Maximum Contract Amount for such fiscal year as identified on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed \$_____ per month and the total Cash Flow Advance for the three (3) months shall not exceed \$_____. The Cash Flow Advance monthly amount is $1/12^{\text{th}}$ of Maximum Contract Amount as identified on the Financial Summary Page, annualized Maximum Contract Amount if a partial year.

(2) A Contractor providing EPSDT Short-Doyle Medi-Cal services as part of this Agreement, may for two (2) additional consecutive months, or portion thereof, that this Agreement is in effect, request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any FFP and/or EPSDT-SGF funds designated for clients less than 21 years of age which may be part of the Maximum Contract Amount for such fiscal year as shown on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed \$_____ per month for each of the two (2) additional consecutive months and the total Cash Flow Advance for the two (2) additional consecutive months shall not exceed \$_____."

3. Paragraph 59 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) shall be added to the Agreement:

"59 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners,

directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

4. Financial Summary - __ for Fiscal Year 2004-2005 shall be deleted in its entirety and replaced with Financial Summary - __ for Fiscal Year 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - __ for Fiscal Year 2004-2005 shall be deemed amended to state "Financial Summary - __ for Fiscal Year 2004-2005."
5. Financial Summary - __ for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary - __ 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 - __ for Fiscal Year 2005-

2006.”

6. Financial Summary - __ for Fiscal Year 2006-2007 shall be deleted in its entirety and replaced with Financial Summary - __ for Fiscal Year 2006-2007, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - __ for Fiscal Year 2006-2007 shall be deemed amended to state “Financial Summary - __ for Fiscal Year 2006-2007.”
7. Contractor shall provide services in accordance with Contractor’s Fiscal Year 2004-2005 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
8. 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 _____
Principal Deputy County Counsel

COUNTY OF LOS ANGELES

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

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:
DEPARTMENT OF MENTAL HEALTH
By _____
Chief, Contracts Development
and Administration Division

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT DEPT'S. No. 350
 DEPARTMENT OF CHILDREN AND FAMILY SERVICES 19

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

3-VOTES

SOURCES

DEPARTMENT OF CHILDREN & FAMILY SERVICES
 Provisional Financing Uses Fund
 Services and Supplies
 AOL - BS - 13759 - 2000
 \$713,000

USES

DEPARTMENT OF CHILDREN & FAMILY SERVICES
 Services and Supplies
 AOL - CH - 26200 - 2000
 \$713,000

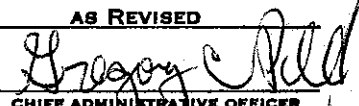
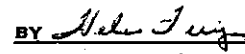
JUSTIFICATION:

This appropriation adjustment is requested to provide spending authority to the Department of Children and Family Services to reimburse the Department of Mental Health for outpatient mental health services for assessment and treatment of children in foster care, and those at imminent risk of being placed in foster care by DCFS, at a new regional medical hub located at the LAC-USC Medical Center.



David Sanders, Ph.D., Director

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR _____ ACTION	APPROVED AS REQUESTED _____ AS REVISED _____
_____ RECOMMENDATION	December 2004 19-  CHIEF ADMINISTRATIVE OFFICER
AUDITOR-CONTROLLER BY  No. <u>194</u> NOV. 15 2004	APPROVED (AS REVISED): BOARD OF SUPERVISORS _____ BY _____ DEPUTY COUNTY CLERK

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

19

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR 4-VOTES

SOURCES:

Department of Mental Health
Federal Aid - Mental Health
A01-MH-20500-9025
\$910,000

Department of Mental Health
Other State Aid - Health
A01-MH-20500-8771
\$819,000

Department of Mental Health
Intrafund Transfer
A01-MH-20500-6800
\$713,000

USES:

Department of Mental Health
Services & Supplies
A01-MH-20500-2000
\$2,442,000

This appropriation adjustment is requested to increase Services & Supplies appropriation in the amount of \$2,442,000 fully funded by Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Federal Financial Participation (FFP), \$910,000; EPSDT-State General Fund (SGF), \$819,000; and with Intrafund Transfer (IFT) from Department of Children and Family Services, \$713,000. The increase in appropriation will provide spending authority to enable VIP Community Mental Health Center, Inc. to expand existing mental health services for assessment and treatment of children in foster care, and those at imminent risk of being placed in foster care by DCFS, at a new regional medical hub located at the LAC-USC Medical Center. There is no increase in net County cost.

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

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR —

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

DECEMBER 2, 2004

Gregory C. Pall
CHIEF ADMINISTRATIVE OFFICER
FOR DAVID JANSEN

AUDITOR-CONTROLLER

BY [Signature]
NOV-15 2004

APPROVED (AS REVISED): BOARD OF SUPERVISORS

BY DEPUTY COUNTY CLERK

NO. 195