

**COUNTY OF LOS ANGELES**

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Director

SUSAN KERR  
Chief Deputy Director

RODERICK SHANER, M.D.  
Medical Director



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**DEPARTMENT OF MENTAL HEALTH**

<http://dmh.co.la.ca.us>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

June 3, 2004

**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, California 90012

58

JUN 15 2004

*Violet Varona-Lukens*  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT TO EXISTING  
DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT WITH  
THE CHILDREN'S CENTER OF THE ANTELOPE VALLEY TO  
ALLOW FOR PAYMENT OF TITLE XIX MEDI-CAL SERVICES  
FOR FISCAL YEAR 2003-2004  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute Amendment No. 5, substantially similar to the Attachment, to the existing Legal Entity (LE) Agreement No. DMH-01547 with The Children's Center of the Antelope Valley (CCAV) for the provision of Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Title XIX Medi-Cal services in Fiscal Year (FY) 2003-2004. This Amendment implements technical adjustments to the County General Fund (CGF) and EPSDT-State General Funds (SGF) sources to align the EPSDT baseline Medi-Cal local match and EPSDT growth match with the Department of Mental Health's (DMH) FY 2003-2004 Adopted Budget and also increases the Maximum Contract Amount (MCA) for FY 2003-2004 by \$538,000, from \$481,851 to \$1,019,851, fully funded with \$25,100 in budgeted Realignment appropriation for the EPSDT growth match, \$286,800 in Federal Financial Participation (FFP) Medi-Cal revenue, and \$226,100 in EPSDT-State General Funds (SGF). DMH will utilize \$538,000 of existing appropriation included in its FY 2003-2004 Adopted Budget to fund the increase in CCAV's MCA for FY 2003-2004.

This Amendment increase exceeds the 20 percent MCA delegated authority language previously approved by your Board on December 16, 2003 for this contractor. This LE Agreement will be renewed effective FY 2004-2005.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to the existing LE Agreement with CCAV, provided that: 1) the County's total payments to the contractor under the Agreement for this fiscal year shall not exceed a change 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 his designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Amendment No. 5 increases CCAV's MCA for FY 2003-2004 by \$538,000, from \$481,851 to \$1,019,851, to enable DMH to better align the actual demand for mandated EPSDT services with the contractor's capacity to provide and be reimbursed timely for those services. Technical adjustments to the CGF and EPSDT-SGF will align these funding sources to DMH's FY 2003-2004 Adopted Budget. Since the first phase of the redirection and expansion of the EPSDT program in June 2003, CCAV experienced over a 100 percent increase in demand for services from the communities in Service Area 1. The expansion of CCAV's service capacity complies with DMH's guiding principles for EPSDT expansion by enhancing the availability of mental health services in communities that have few resources, such as the underserved Antelope Valley region.

#### **Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with the County's Organizational Goal 4, Fiscal Responsibility, and Programmatic Goal 5, Children and Families' Well-Being, within the Countywide Strategic Plan. Board approval of this Amendment will enable DMH to make FY 2003-2004 payments to CCAV in compliance with Federal law and DMH's LE Agreement and will also strengthen the mental health services delivery system and improve service accessibility within Service Area 1.

### **FISCAL IMPACT/FINANCING**

There is no increase in net County cost. Amendment No. 5 to the existing LE Agreement with CCAV for FY 2003-2004 in the amount of \$538,000 will be funded by \$25,100 in budgeted Realignment appropriation for the EPSDT growth match, \$286,800 in FFP Medi-Cal revenue, and \$226,100 in EPSDT-SGF included in DMH's FY 2003-2004 Adopted Budget. CCAV's revised MCA will total \$1,019,851 for FY 2003-2004.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Board approval is required for Amendment No. 5 to increase CCAV's MCA for FY 2003-2004 by \$538,000, from \$481,851 to \$1,019,851, to enable DMH to better align the actual demand for EPSDT services with the contractor's capacity to provide and be reimbursed timely for those services. This Amendment increase exceeds the 20 percent MCA authority delegated to the Director of Mental Health or his designee by your Board on December 16, 2003.

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

Since the first phase of the redirection and expansion of the EPSDT program in June 2003, CCAV has experienced over a 100 percent increase in demand for services from the communities in Service Area 1. The expansion of CCAV's service capacity complies with DMH's guiding principles for EPSDT expansion by enhancing the availability of mental health services in communities that have few resources, reducing existing wait times for children and their caregivers, and filling the need for specialized resources to address the growing area of physical and sexual abuse in this remote region of the County.

CCAV is located at 1055 West Avenue M, Suite 110, Lancaster, CA 93534, in Supervisorial District 5. CCAV provides culturally and linguistically appropriate services to children and families in settings that meet their specific needs and continually strives to create programs to address unmet needs and high demands. Through its collaborations and public/private partnerships, CCAV is now recognized as a leader in the Antelope Valley region.

The Honorable Board of Supervisors  
June 3, 2004  
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The attached Amendment has been approved as to form by County Counsel. CAO and DMH's Fiscal and Program Administrations have reviewed the proposed actions.

### **CONTRACTING PROCESS**

Upon Board approval, DMH will execute Amendment No. 5 to the existing LE Agreement No. DMH-01547 with CCAV, increasing its FY 2003-2004 MCA by \$538,000, in order to allow for increased EPSDT service capacity for the underserved Antelope Valley region.

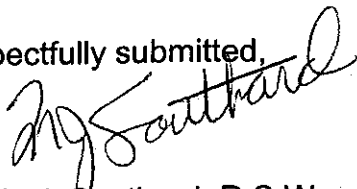
### **IMPACT ON CURRENT SERVICES**

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

### **CONCLUSION**

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

Respectfully submitted,



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

MJS:SK:MY:RK

Attachment

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

CONTRACT NO. DMH-01547

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the COUNTY OF LOS ANGELES (hereafter "County") and The Children's Center of the Antelope Valley (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 17, 2003, identified as County Agreement No. DMH-01547, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2003-2004 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2003-2004 only, County and Contractor intend to amend Agreement to implement technical adjustments to the County General Fund (CGF) and Early and Periodic Screening, Diagnosis, and Treatment-State General Fund (EPSDT-SGF) funding sources by redirecting \$23,100 from CGF (EPSDT Baseline Medi-Cal Local Match) to EPSDT-SGF by the same amount of \$23,100 and, thereby, realign the funding sources to the Department of Mental Health's Fiscal Year 2003-2004 Adopted Budget; and

WHEREAS, the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program is a Federal entitlement for children and youth who are Medicaid beneficiaries and provides specialty mental health services that maintain severely

emotionally disturbed (SED) children and youth in the community and/or least restrictive setting. The State Department of Mental Health allocates State General Fund (SGF) to the County of Los Angeles – Department of Mental Health to provide local match dollars to Federal Financial Participation (FFP) Medi-Cal dollars used to fund full-scope Medi-Cal beneficiaries under 21 years of age; and

WHEREAS, for Fiscal Year 2003-2004 only, County and Contractor intend to amend Agreement to implement a technical adjustment by redirecting \$21,600 from EPSDT-SGF to CGF (EPSDT Growth Match) by the same amount of \$21,600 for the required County EPSDT growth match; and

WHEREAS, for Fiscal Year 2003-2004 only, County and Contractor intend to amend Agreement to increase EPSDT-SGF funds in the amount of \$226,100 and EPSDT-FFP Medi-Cal funds in the amount of \$286,800 and to add \$25,100 in CGF for the required County EPSDT growth match; and

WHEREAS, for Fiscal Year 2003-2004 only, the combined total increase for actions in this Amendment is \$538,000 to allow for the redirection and expansion of countywide, community-based children's mental health care services; and

WHEREAS, for Fiscal Year 2003-2004 only, the revised Maximum Contract Amount shall be \$1,019,851.

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

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

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed ONE MILLION NINETEEN THOUSAND EIGHT HUNDRED FIFTY-ONE DOLLARS (\$1,019,851) 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 seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 60 (NOTICES)."

2. Subparagraph J (12) (No Payment for Services Provided Following Expiration/Termination of Contract) shall be added to Paragraph 4 (FINANCIAL PROVISIONS):

"J. (12) No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract."

3. Paragraph 48 (CHILD SUPPORT COMPLIANCE PROGRAM) shall be deleted in its entirety and the following substituted therefor:

"48. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.



As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34

(TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.”

4. Paragraph 51 (CONTRACTOR RESPONSIBILITY AND DEBARMENT) shall be deleted in its entirety and the following substituted therefor:

“51. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County’s Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be

debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors of County Contractors.”

5. Financial Summary -4 for Fiscal Year 2003-2004 shall be deleted in its entirety and replaced with Financial Summary -5 for Fiscal Year 2003-2004, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary -4 for Fiscal Year 2003-2004 shall be deemed amended to state “Financial Summary -5 for Fiscal Year 2003-2004.”
6. Contractor shall provide services in accordance with the Contractor’s Fiscal Year 2003-2004 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

7. 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.

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
The Children's Center of  
the Antelope Valley  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_ Michael L. Linn

Title \_\_\_\_\_ Executive Director  
(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



<b>MENTAL HEALTH SERVICES</b>		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb CR	Provider Numbers
<b>A. 24 - HOUR SERVICES :</b>						
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>B. DAY SERVICES :</b>						
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			
<b>C. OUTPATIENT SERVICES :</b>						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09		\$1.60	7488
Mental Health Services		15	10 - 19 /30-59		\$2.05	7488
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69		\$3.82	7488
Crisis Intervention		15	70 - 79			
<b>D. OUTREACH SERVICES :</b>						
Mental Health Promotion		45	10 - 19			
Community Client Services		45	20 - 29			
<b>E. SUPPORT SERVICES :</b>						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			
<b>F. Medi-Cal Administrative Activities (MAA):</b>						
MAA		55				



