

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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

DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

October 02, 2012

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 October 2, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO TRANSFER GROUP HOME FUNDS FROM SUNBRIDGE HARBOR VIEW
REHABILITATION CENTER, INC., TO BAYFRONT YOUTH AND FAMILY SERVICES FOR
FISCAL YEARS 2012-13 AND 2013-14
(FOURTH SUPERVISORIAL DISTRICT)
(3 VOTES)**

SUBJECT

Request approval to amend mental health agreements by decreasing Sunbridge Harbor View Rehabilitation Center, Inc., funding by \$623,937 and increasing Bayfront Youth and Family Services funding by \$623,937 for the provision of mental health services to the residents of Bayfront Level 14 Group Home.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute amendments, substantially similar to the amendment formats in Attachment A, to the existing Department of Mental Health (DMH) Legal Entity (LE) Agreements with Sunbridge Harbor View Rehabilitation Center, Inc. (Sunbridge), and Bayfront Youth and Family Services (Bayfront), transferring mental health funding from Sunbridge to Bayfront. For Fiscal Year (FY) 2012-13 and FY 2013-14, the annual amount of funds transferred from Sunbridge to Bayfront is \$623,937 per fiscal year, which will be funded by Sales Tax Realignment in the amount of \$311,968 and Federal Financial Participation (FFP) Medi-Cal revenue in the amount of \$311,969. The amendments will be effective upon your Board's approval and will decrease the Sunbridge Maximum Contract Amount (MCA) from \$5,634,328 to \$5,010,391, and increase the Bayfront MCA from \$916,368 to \$1,540,305, in FY 2012-13 and FY 2013-14.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to these LE Agreements, as necessary, and establish as a new MCA the aggregate of the original Agreement and all amendments, provided that: 1) the amendments do not exceed an increase of 20 percent from the last Board approved MCA; 2) any such increase is used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to any such amendment; 5) County and Contractor may, by written amendments, reduce programs or services and revise the applicable MCA, provided that any amendments which reduce programs or services are consistent with the principles agreed to in the DMH stakeholders' process; and 6) the Director notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable Bayfront to continue to provide mental health services to children from Los Angeles County's Department of Children and Family Services and Department of Probation who have not responded to other treatment resources and who are residents of Bayfront Level 14 Group Home.

The annual amount of \$623,937 was originally allocated to Sunbridge to provide mental health services to the residents of a Level 14 Group Home. Bayfront, operating as a separate program under Sunbridge, provided these services prior to becoming a LE contractor in its own right. On December 20, 2011, your Board approved establishment of a LE agreement with Bayfront to provide WrapAround Approach Services. Bayfront Group Home moved from its location at Sunbridge to a new location at Bayfront. Now that Bayfront has been established as a LE contractor and the group home has moved, Sunbridge will no longer provide mental health services to residents. Therefore, a fund transfer from Sunbridge to Bayfront is necessary.

The requested increase to Bayfront's MCA exceeds DMH's delegated authority, thus requiring your Board's approval.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal 3, Integrated Delivery Services.

FISCAL IMPACT/FINANCING

The total cost of this amendment for FY 2012-13 is \$623,937 funded by Sales Tax Realignment in the amount of \$311,968 and FFP Medi-Cal revenue in the amount of \$311,969. Funding for this agreement is included in DMH's FY 2012-13 Adopted Budget. Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Bayfront Group Home, operating as a separate program under Sunbridge, provided Level 14 group home services since year 2000. Bayfront was established as a LE contractor on December 20, 2011. Bayfront Level 14 Group Home was moved from its Sunbridge location to a new location at Bayfront.

Level 14 group homes are licensed by the State of California as the highest level of group homes in accordance with State requirements for child care and supervision, mental health services and social work activities. Children from Los Angeles County's Department of Children and Family Services and Department of Probation are placed in these group homes. DMH provides funding for mental health services, specifically Day Treatment Intensive and Medication Support, while they are in residence. Bayfront Group Home is a unique 29-bed Level 14 residential treatment facility that features an intensely structured mental health treatment program for adolescents ages 11 ½ to 17 years who have not responded to other treatment resources and community care facilities in Los Angeles County.

The attached Amendment formats have 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 requirements, DMH notified your Board on July 24, 2012 (Attachment B), identifying and justifying the need for requesting a percentage increase exceeding 10 percent.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow Bayfront to serve severely emotionally disturbed children and adolescents who need a highly structured setting to benefit from mental health services.

Respectfully submitted,



MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:ST:RK:m

m

Enclosures

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

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ___ day of _____, 2012, by and between the COUNTY OF LOS ANGELES (hereafter “County”) and Bayfront Youth and Family Services (hereafter “Contractor”).

WHEREAS, County and Contractor have entered into a written Agreement, dated June 6, 2012, identified as County Agreement No. MH120940 (hereafter “Agreement”); and

WHEREAS, for Fiscal Year (FY) 2012-13 and any subsequent fiscal year during the term of this agreement, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to **change** a Service Delivery Site from Sunbridge Harbor View Rehabilitation Center, Inc. (Sunbridge) at **490 W 14th Street, Long Beach, CA 90813** to a new Service Delivery Site under Bayfront Youth and Family Services (Bayfront) located at **4151 Fountain Street, Long Beach, CA 90804, Provider No. TBD**. This will enable Bayfront, a 29-bed Level 14 Group Home, to continue to provide mental health services, for severely, emotionally disturbed children who have not responded to treatment resources in community care facilities in Los Angeles County; and

WHEREAS, for FYs 2012-13 and 2013-14, County and Contractor intend to amend Agreement to **increase** Medi-Cal/Healthy Families funding for FY 2012-13 and FY 2013-14 in the amount of **\$623,937** and **\$623,937**, respectively for the provision of

Day Treatment Intensive and Medication Support services for Bayfront Level 14 Group Home residents; and

WHEREAS, for FYs 2012-13 and 2013-14, the Maximum Contract Amounts (MCA) are **increased** by **\$623,937** and **\$623,937**, and the revised MCAs are **\$1,540,305** and **\$1,540,305**, respectively.

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

1. The Service Delivery Site located at 490 W 14th Street, Long Beach, CA 90813 is changed to the new Service Delivery Site under Bayfront located at 4151 Fountain Street, Long Beach, CA 90804, Provider No. TBD.
2. For FYs 2012-13 and 2013-14, Medi-Cal/Healthy Families funding is **increased** in the amount of **\$623,937** and **\$623,937**, respectively.
3. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) and D (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 **ONE MILLION FIVE HUNDRED FORTY THOUSAND THREE HUNDRED FIVE DOLLARS (\$1,540,305)** and shall consist of Funded Programs as shown on the Financial Summary.

D. 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) of the DMH Legal Entity Agreement shall not exceed **ONE MILLION FIVE HUNDRED FORTY THOUSAND THREE HUNDRED FIVE DOLLARS (\$1,540,305)** and shall consist of Funded Programs as shown on the Financial Summary.”

4. Financial Summary for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary - 1 for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY 2012-13, shall be deemed amended to state “Financial Summary - 1 for FY 2012-13”.
5. Financial Summary for FY 2013-14, shall be deleted in its entirety and replaced with Financial Summary - 1 for FY 2013-14 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY 2013-14, shall be deemed amended to state “Financial Summary - 1 for FY 2013-14”.
6. Financial Summary Subprogram Schedule for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary Subprogram Schedule - 1 for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary Subprogram Schedule for FY 2012-13, shall be deemed amended to state “Financial Summary Subprogram Schedule - 1 for FY 2012-13”.

7. Attachment V, Service Delivery Site Exhibit, shall be deleted in its entirety and replaced with Attachment V, Service Delivery Exhibit - 1 attached hereto and incorporated herein by reference. All references in Agreement to Service Delivery Site Exhibit, shall be deemed amended to state "Service Delivery Site Exhibit - 1."
8. Attachment VI, Services Exhibits, shall be deleted in its entirety and replaced with Attachment VI, Services Exhibits - 1 attached hereto and incorporated herein by reference. All references in Agreement to Service Exhibits, shall be deemed amended to state "Service Exhibits - 1."
9. Service Exhibit No. 311-B – DAY TREATMENT INTENSIVE SERVICES (CHILDREN/ADOLESCENTS) (REHAB. OPTION) shall be added to Agreement attached hereto and incorporated herein by reference.
10. Contractor shall provide services in accordance with Contractor's FY 2011-12 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
11. 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 on 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

Bayfront Youth and Family Services
CONTRACTOR

By _____

Name Maryam Ribadu

Title Chief Executive Officer
(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

maki: Amendment Format Increase \$ to Bayfront

Attachment A – Part 2

CONTRACT NO. MH120963

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ___ day of _____, 2012, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Sunbridge Harbor View Rehabilitation Center, Inc. (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 6, 2012, identified as County Agreement No. MH120963 (hereafter "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2012-13 and any subsequent fiscal year during the term of this agreement, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to **delete Provider Number 7180** located at **490 W 14th Street, Long Beach, CA 90813**; and

WHEREAS, for FYs 2012-13 and 2013-14, County and Contractor intend to amend Agreement to **decrease** Medi-Cal/Healthy Families funding in the amount of **\$623,937** and **\$623,937**, respectively; and

WHEREAS, for FYs 2012-13 and 2013-14, the Maximum Contract Amounts (MCAs) are **decreased** by **\$623,937** and **\$623,937**, and the revised MCAs are **\$5,010,391** and **\$5,010,391**, respectively.

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

1. The Provider Number 7180 located at 490 W 14th Street, Long Beach, CA 90813 is deleted.
2. For FYs 2012-13 and 2013-14, Medi-Cal/Healthy Families funding is **decreased** in the amount of **\$623,937** and **\$623,937**, respectively.
3. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) and D (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 **FIVE MILLION TEN THOUSAND THREE HUNDRED NINETY-ONE DOLLARS (\$5,010,391)** and shall consist of Funded Programs as shown on the Financial Summary.

D. 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) of the DMH Legal Entity Agreement shall not exceed **FIVE MILLION TEN THOUSAND THREE HUNDRED NINETY-ONE DOLLARS (\$5,010,391)** and shall consist of Funded Programs as shown on the Financial Summary.”

4. Financial Summary for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary - 1 for FY 2012-13 attached hereto and incorporated

herein by reference. All references in Agreement to Financial Summary for FY 2012-13, shall be deemed amended to state "Financial Summary - 1 for FY 2012-13".

5. Financial Summary for FY 2013-14, shall be deleted in its entirety and replaced with Financial Summary - 1 for FY 2013-14 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY 2013-14, shall be deemed amended to state "Financial Summary - 1 for FY 2013-14".
6. Financial Summary Subprogram Schedule for FY 2012-13, shall be deleted in its entirety and replaced with Financial Summary Subprogram Schedule - 1 for FY 2012-13 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary Subprogram Schedule for FY 2012-13, shall be deemed amended to state "Financial Summary Subprogram Schedule - 1 for FY 2012-13".
7. Attachment V, Service Delivery Site Exhibit, shall be deleted in its entirety and replaced with Attachment V, Service Delivery Exhibit - 1 attached hereto and incorporated herein by reference. All references in Agreement to Service Delivery Site Exhibit, shall be deemed amended to state "Service Delivery Site Exhibit - 1."
8. Attachment VI, Services Exhibits, shall be deleted in its entirety and replaced with Attachment VI, Services Exhibits - 1 attached hereto and incorporated herein by reference. All references in Agreement to Service Exhibits, shall be deemed amended to state "Service Exhibits - 1."

- 9. Contractor shall provide services in accordance with Contractor's FY 2011-12 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
- 10. 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 on 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

Sunbridge Harbor View Rehabilitation
Center, Inc. _____
CONTRACTOR

By _____

Name Julie Campbell

Title Regional Vice President
(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

maki: Amendment Format Decrease \$ to Sunbridge

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

ROBIN KAY, Ph.D.
 Chief Deputy Director

RODERICK SHANER, M.D.
 Medical Director



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

DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

July 24, 2012

TO: Each Supervisor
 FROM: *Robin Kay for*
 Marvin J. Southard, D.S.W.
 Director

SUBJECT: **REQUEST TO INCREASE DELEGATED AUTHORITY PERCENTAGE FOR THE LEGAL ENTITY AGREEMENT WITH BAYFRONT YOUTH AND FAMILY SERVICES FOR FISCAL YEARS 2012-13 AND 2013-14**

This memorandum is to comply with Board Policy Manual, Section 5.120, Authority to Approve Increase to Board Approved Contract Amount. The Policy mandates that any department requesting a percentage increase exceeding 20 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.

With the addition of Level 14 group home program funds, the Department of Mental Health (DMH) requests delegated authority to increase the Maximum Contract Amount (MCA) of Bayfront Youth and Family Services (Bayfront) which will exceed the 20 percent delegated authority for Fiscal Years 2012-13 and 2013-14.

Bayfront Level 14 Group Home is a unique 29-bed Level 14 residential treatment facility that features an intensely structured mental health treatment program for adolescents ages 11½ to 17 who have not responded to other treatment resources and community care facilities in Los Angeles County. This authority will allow Bayfront to serve severely emotionally disturbed children and adolescents who need a highly structured setting to benefit from mental health services. DMH recently established a LE agreement with Bayfront with the MCA of \$916,368, to provide Wraparound Approach Services. An annual amount of \$623,937 was originally allocated to Sunbridge Harbor View Rehabilitation Center, Inc. (Sunbridge), to provide mental health services to Bayfront Level 14 Group Home. Now that Bayfront has established itself as a LE contractor and the group home has moved to Bayfront's new location, Sunbridge will no longer provide mental health services to residents. Therefore, a transfer of funds from Sunbridge to Bayfront is necessary. The delegated authority will allow Bayfront to provide mental health services to children at a Level 14 group home, the highest level of group home in accordance with State requirements.

Each Supervisor
July 24, 2012
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:BM:RK:mm

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