

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-10

Urgent

Routine

AGENDA DATE April 14, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Amendments to Agreements with Various Providers for the Provision of Mental Health Services - Behavioral Health and Recovery Services

STAFF RECOMMENDATIONS:

1. Approve the Amendment to the Aspira Stabilization Program to include Risk Assessment Services through the end of the fiscal year ending June 30, 2009.
2. Approve the Amendments to Agreements with various Institutions of Mental Disease (IMD) included in this agenda item to allow for appropriate client placement through the end of the fiscal year ending June 30, 2009.
3. Authorize the Behavioral Health Director, or her designee, to sign the Amendments to Agreements included in this agenda item.

(Staff Recommendations Continued on Page 2)

FISCAL IMPACT:

Behavioral Health and Recovery Services approved budget for Fiscal Year 2008-2009 contains funding in the amount of \$94,640 for the Amendments to Agreements in this agenda item. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-226

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS (Continued):

4. Authorize the Behavioral Health Director, or her designee, to negotiate and sign Amendments to all Agreements included in this agenda item, to add services and payment for services up to \$50,000 per Agreement (budget permitting) throughout the fiscal year ending June 30, 2009.

DISCUSSION:

Aspira Stabilization Program Amendment: Behavioral Health and Recovery Services has determined that it is more efficient and effective for Moss Beach Homes, Inc., dba Aspira Behavioral Health (Aspiranet) to perform the Risk Assessment services to students at Modesto City Schools sites. Currently, Behavioral Health and Recovery Services contracts with Modesto City Schools to perform these services and makes referrals to the Aspira Stabilization Program, a contracted program for the Department. It is anticipated that Aspiranet will contract directly with Modesto City Schools after the end of the current fiscal year.

Amendments with various Institutions for Mental Disease: Behavioral Health and Recovery Services contracts with numerous Institutions for Mental Disease (IMD) facilities each fiscal year. IMD facilities are hospitals, nursing facilities or other institutions that provide diagnosis, treatment or care for individuals with a mental illness, including medical attention, nursing care and related services. IMD facilities offer different levels of care and have different capacities. In order to facilitate the correct placement for individual clients, it has become necessary to increase the current fiscal year contract with the IMD facilities included in Attachment A.

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of *A healthy community, A safe community, and the Efficient delivery of public services* by contracting with providers for the provision of services at an appropriate level of care.

STAFFING IMPACT:

There is no staffing impact associated with the approval of this agenda item.

Attachment A

Proposed Amendments 2008-2009
 Contract Worksheet
 All Funds
 Contracts over \$100,000

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period	Proposed Contract Amount and Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Children's System of Care	Moss Beach Homes, Inc. Dba Aspira Behavioral Health	Aspira Stabilization Program - Crisis Intervention	\$1,421,000 8/9/06-6/30/09	\$14,640 07/1/08-6/30/09	\$1,435,640
Behavioral Health and Recovery Services	Adult System of Care	Crestwood Behavioral Health	IMD: Bed days in various treatment facilities throughout California	\$4,737,114 7/1/03-6/30/09	\$30,000 7/1/08-6/30/09	\$4,767,114
Behavioral Health and Recovery Services	Adult System of Care	Davis Guest Home, Inc.	IMD: Transitional Residential Program	\$2,837,403 7/1/03-6/30/09	\$35,000 7/1/08-6/30/09	\$2,872,403
Behavioral Health and Recovery Services	Adult System of Care	Medical Hill Rehab Center, LLC	IMD: Skilled Nursing Facility	\$143,521 7/1/07-6/30/09	\$10,000 7/1/08-6/30/09	\$153,521
Behavioral Health and Recovery Services	Adult System of Care	Wood's Board and Care Home	IMD: Program to increase individual's independence	\$713,887 11/20/03-6/30/09	\$5,000 7/1/08-6/30/09	\$718,887

AMENDMENT TO
PROVIDER AGREEMENT
STABILIZATION PROGRAM

This Amendment is made and entered into on _____, 2009 in the City of Modesto, State of California, by and between the County of Stanislaus, Behavioral Health and Recovery Services (COUNTY), and Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation, (CONTRACTOR), for and in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement on July 1, 2008, for CONTRACTOR to provide crisis intervention and psychiatric diversion for children and adolescents, including services to children in crisis at school sites; and

WHEREAS, the COUNTY has entered into an agreement with the Modesto City Schools on July 1, 2008 to provide Risk Assessment services at all Modesto City Schools sites to students who may pose a threat to other students, staff or self; and

WHEREAS, COUNTY and CONTRACTOR desire to maintain and improve the continuity of services to students in crisis at schools by having the Risk Assessment services provided by CONTRACTOR;

NOW, THEREFORE, effective January 1, 2009, the Agreement between the parties, which was entered into on July 1, 2008, is amended to increase the Agreement maximum, to cover the Risk Assessment services, by \$14,640, from \$550,000 to \$564,640. This amendment is incorporated into the Agreement as follows:

- I. Delete Exhibit A in it's entirety and replace with the attached Exhibits A and A-1.
- II. The Attached Exhibit A-2 is incorporated into the Agreement.
- III. All other terms and conditions of said Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment on the day and year as written above.

COUNTY OF STANISLAUS

**MOSS BEACH HOMES, INC.
dba Aspira Behavioral Health**

Julie A. Mefferd, GSA Director
Purchasing Agent

Vernon Brown, LCSW
Executive Director

"County"

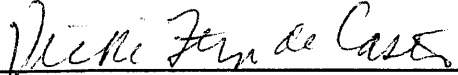
"Contractor"

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

Denise C. Hunt, RN, MFT
Behavioral Health Director

Adrian Carroll, MFT
Chief, Children's System of Care

APPROVED AS TO FORM:
John P. Doering, County Counsel



Vicki Fern de Castro
Deputy County Counsel

BOS Item Number: _____

EXHIBIT A

Stabilization Program and Risk Assessment Services

A. SERVICES

1. CONTRACTOR shall provide intensive, short-term crisis intervention services to children or adolescents who do not meet the criteria for an involuntary psychiatric hospital, as further described in Exhibit A-1.
2. CONTRACTOR shall provide risk assessment services at Modesto City Schools sites to students who may pose a threat to other students, staff or self, as further described in Exhibit A-2.
3. CONTRACTOR's services shall reflect the core values of COUNTY's CSOC as identified in Exhibit D.
4. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by CONTRACTOR. This requirement is a condition for reimbursement for specialty mental health services.
5. CONTRACTOR to provide results of internal surveys conducted at or near discharge on annual report.

B. BILLING AND PAYMENT

In consideration of CONTRACTOR's provision of services required under this Exhibit, COUNTY shall reimburse CONTRACTOR on a monthly basis for estimated costs associated with operating the Stabilization Program not to exceed a total of \$550,000. In addition, in consideration of CONTRACTOR's provision of Risk Assessment services at Modesto City Schools sites, COUNTY shall reimburse CONTRACTOR at the following rate: \$60.00 per hour for approximately 244 assessment hours or a total not to exceed \$14,640 for Risk Assessment services under this agreement. The total reimbursement to CONTRACTOR for all services required under this Exhibit shall not exceed \$564,640.

C. DUPLICATE COUNTERPARTS

The Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

Stabilization Program

A. SERVICES

1. CONTRACTOR shall provide intensive, short-term crisis intervention services to children or adolescents who do not meet the criteria for an involuntary psychiatric hospital to include two steps as follows:
 - 1.1 CONTRACTOR to provide step down services to children that have been discharged from the hospital to serve and support high risk youth who no longer meet 5150 criteria but continue to be at risk in an effort to avoid re-hospitalization. This is to allow time for connection with outpatient services and assessments to ensure clients are receiving a more intensive level of services such as Therapeutic Behavioral Health Services (TBS) or Home based services or work on eligibility to obtain aftercare services.
 - 1.2 CONTRACTOR shall meet with the child in crisis and the child's family to develop a short-term crisis plan that may include in-home family support, in-home family therapy sessions, or a respite stay with a member of the family's support system, which would not exceed 30 days, unless an extension is approved by COUNTY.
2. CONTRACTOR shall provide services to clients referred through two sources as follows:
 - 2.1 CONTRACTOR's staff shall be available 24 hours a day, seven days a week to provide services in response to calls from Behavioral Health Recovery and Services, Community Emergency Response Team.
 - 2.2 CONTRACTOR's staff shall provide services to children in crisis at schools that are referred by BHRS Children's System of Care Risk Assessment Team or referred to the Stabilization Program through Risk Assessment services provided by the CONTRACTOR at Modesto City Schools sites as described in Exhibit A-2 of this agreement. Upon referral, CONTRACTOR shall provide services at applicable school sites.

B. PERFORMANCE OUTCOMES

1. It is expected that COUNTY will realize an overall decrease in hospitalization as a result of Stanislaus County children receiving intensive, short-term services.
2. It is expected that CONTRACTOR will monitor clients' hospital recidivism and provide reports to COUNTY for a period of three (3) to six (6) months from hospital discharge.
3. It is expected that clients and families served by CONTRACTOR through this Agreement will report an overall positive response on consumer satisfaction surveys for all programs, with evaluation percentages equal to or greater than responses to COUNTY CSOC programs. Copies of the completed surveys should be clearly labeled and forwarded to COUNTY's Performance Measurement.
4. It is expected that CONTRACTOR will connect clients to other mental health service providers by time of discharge or no later than 30 days.

C. BILLING AND PAYMENT

1. In consideration of CONTRACTOR's provision of services required under this Exhibit, County shall reimburse CONTRACTOR on a monthly basis for estimated costs associated with operating the Stabilization Program not to exceed a total of \$550,000. (GL 5123070)
2. COUNTY shall reimburse CONTRACTOR monthly for Stabilization Program services at the rate of one-twelfth of the Agreement maximum.
3. CONTRACTOR shall provide COUNTY a semi-annual report of actual expenditures in the Stabilization Program for the first six months of the fiscal year along with a projection of annual expenditures. In the event projected annual expenditures are less than the Agreement maximum, the monthly rate may be adjusted as agreed between both parties.
4. CONTRACTOR shall generate Medi-Cal Federal Financial Participation (FFP) revenue to the fullest extent for those children in the Stabilization Program who are Medi-Cal eligible. This revenue shall be utilized by COUNTY to supplement CONTRACTOR's costs.
5. Following submission of CONTRACTOR's cost report, COUNTY shall reconcile the actual costs for the Stabilization Program in January 2010 with the amount paid to CONTRACTOR by COUNTY. However, in no event shall the reconciliation exceed the contract maximum for the Stabilization Program of \$550,000. CONTRACTOR shall be responsible for repayment in the event of overpayment made by COUNTY.

Risk Assessment Services

A. SERVICES

CONTRACTOR shall provide the services of specially trained Risk Evaluators to Modesto City Schools sites, to assess students who may pose a threat to other students, staff or self; follow-up with a summary report of services rendered and recommendations; and provide crisis team support as needed.

B. DEPARTMENT OF JUSTICE FINGERPRINT REVIEW

1. CONTRACTOR agrees that it shall not permit any of its employees, agents or independent contractors to come in contact with Modesto City Schools pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7(c) and 667.5(c). (Education Code 45125.1(e).)
2. CONTRACTOR agrees to provide the results of the fingerprinting information ascertained by the Department of Justice to COUNTY for review, for all employees, agents or independent contractors who may come into contact with pupils.

C. BILLING AND PAYMENT

1. In consideration of CONTRACTOR's provision of services required under this Exhibit, County shall reimburse CONTRACTOR at the following rate: \$60.00 per hour for approximately 244 assessment hours, or a total not to exceed \$14,640 for Risk Assessment services under this agreement.
2. The COUNTY shall reimburse CONTRACTOR for Risk Assessment services at Modesto City Schools sites upon submission of invoices for services rendered and the Modesto City Schools written approval for the work.
3. COUNTY agrees that CONTRACTOR shall have the right to add to the billing, any amount owed to CONTRACTOR by COUNTY as the result of services rendered by CONTRACTOR and accepted by COUNTY, prior to the execution of this Amendment to the Stabilization Program Agreement. Such obligation is limited to services rendered during the transition from COUNTY provided Risk Assessment services to CONTRACTOR provided Risk Assessment services during the fourth calendar quarter of 2008. If CONTRACTOR exercises the right to add to the billing, CONTRACTOR shall give COUNTY notice of the amount and an itemization of the billing.

**SECOND AMENDMENT TO
PROVIDER AGREEMENT**

This Amendment is made and entered into on _____, 2009, in the City of Modesto, State of California, by and between the County of Stanislaus, Behavioral Health and Recovery Services ("COUNTY"), and Crestwood Behavioral Health, Inc., ("CONTRACTOR"), a Delaware Corporation qualified to do business in California.

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement on July 1, 2008 in which CONTRACTOR made a variety treatment facilities throughout California available for COUNTY clients who are severely mentally ill;

WHEREAS, COUNTY has a need to increase the number of clients placed at CONTRACTOR's treatment facilities for severely mentally ill adults at various locations;

WHEREAS, CONTRACTOR has agreed to provide additional bed days for COUNTY's clients to be paid on an actual per-bed-day-used basis, as necessary;

NOW, THEREFORE, effective April 15, 2009, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2008, and amended October 1, 2008, is amended a second time to increase the Agreement maximum by \$30,000 from \$915,000 to \$945,000. This amendment is incorporated into the Agreement as follows:

I. Revise Section 5, Billing and Payment, Paragraph 5.4 of the Agreement as follows:

5. Billing and Payment

5.4 Maximum payment under the terms of this Agreement shall not exceed \$945,000.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment on the day and year as written above.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH
AND RECOVERY SERVICES**

**CRESTWOOD
BEHAVIORAL HEALTH, INC.**

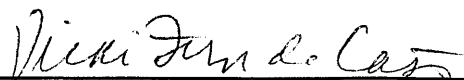
Denise C. Hunt, RN, MFT
Behavioral Health Director

George Lytal
President

APPROVED AS TO CONTENT

APPROVED AS TO FORM
Michael H. Krausnick, County Counsel

Elizabeth Oakes, MFT
Chief, Adult and Older Adult Systems of Care



Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: _____, Date: _____

AMENDMENT TO
PROVIDER AGREEMENT

This Amendment is made and entered into on _____, 2009, in the City of Modesto, State of California, by and between the County of Stanislaus, Behavioral Health and Recovery Services (COUNTY), and Davis Guest Home, Inc., a California Corporation, (CONTRACTOR).

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for the provision of transitional program services to clients who reside at CONTRACTOR's facility with a contract dollar maximum based on the placement of 22 clients and 8,235 bed days;

WHEREAS, COUNTY has four (4) clients requiring enhanced services requiring the COUNTY to increase the contract maximum to cover the cost of these clients; and

WHEREAS, CONTRACTOR is specially trained to provide clients with enhanced services to assist the client through the transitional residential program developed by CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

I. Effective April 15, 2009 the Agreement between the parties that was entered into on July 1, 2008 is amended to increase the contract amount by \$35,000, from \$560,000 to \$595,000. This Amendment is incorporated into the Agreement by deleting Item 4 in Section C, Billing and Payment of Exhibit A in its entirety and replacing it with the following:

C. BILLING AND PAYMENT

4. The maximum dollar amount payable to CONTRACTOR for providing transitional services shall not exceed \$595,000. This is based on an estimate of at least 22 clients or approximately 8,750 bed days at the negotiated rate. Payment shall be made on a fee for service basis, for actual days of service provided.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment on the day and year as written above.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH
AND RECOVERY SERVICES**

DAVIS GUEST HOME, INC.

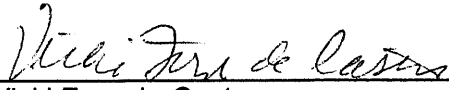
Denise C. Hunt, RN, MFT
Behavioral Health Director

Lonnie Davis
Owner, President

APPROVED AS TO CONTENT

APPROVED AS TO FORM
John P. Doering, County Counsel

Elizabeth Oakes, MFT
Chief, Adult and Older Adult Systems
of Care



Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: _____ Date: _____

**AMENDMENT TO
PROVIDER AGREEMENT**

This Amendment is made and entered into on _____, 2009, in the City of Modesto, State of California, by and between the County of Stanislaus, Behavioral Health and Recovery Services (COUNTY), and Medical Hill Rehabilitation Center, LLC, doing business as Medical Hill Rehabilitation Center, a Delaware Limited Liability Company qualified to do business in California, hereinafter, (CONTRACTOR).

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement on July 1, 2008 for the provision of treatment for adults with severe neurobehavioral disorders, who otherwise would be placed in a State Hospital, or similar high level of care;

WHEREAS, COUNTY has a need to increase the estimated number of bed days by seven (7) from 358 to 405 to accommodate one (1) full year of services for one (1) client; and

WHEREAS, CONTRACTOR has agreed to increase the number of bed days and contract maximum to allow services to continue for the remainder of the fiscal year.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

I. Effective April 15, 2009 the Agreement between the parties that was entered into on July 1, 2008 is amended to increase the contract amount by \$10,000, from \$73,000 to \$83,000. This Amendment is incorporated into the Agreement by deleting Item 5.3 in Section 5, Billing and Payment in its entirety and replacing it with the following:

5. BILLING AND PAYMENT

5.3 The maximum amount payable under this Agreement shall not exceed \$83,000. This amount is an estimate based on 405 bed days for a shared room.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment on the day and year as written above.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

**MEDICAL HILL REHABILITATION
CENTER, LLC.**

Denise C. Hunt, RN, MFT
Behavioral Health Director

Doug Roth
Vice President of Finance

APPROVED AS TO CONTENT

APPROVED AS TO FORM
Michael H. Krausnick, County Counsel

Elizabeth Oakes, MFT
Chief, Adult and Older Adult Systems
of Care

Vicki Fern de Castro

Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: _____, Date: _____

AMENDMENT TO
PROVIDER AGREEMENT

This Amendment is made and entered into on _____, 2009, in the City of Modesto, State of California, by and between the County of Stanislaus, Behavioral Health and Recovery Services (COUNTY), and Randy Woods doing business as Woods' Board and Care Home, (CONTRACTOR).

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for the provision of transitional program services to clients who reside at CONTRACTOR's facility with a contract dollar maximum based on the placement of 14 clients and 5,135 bed days;

WHEREAS, COUNTY has an increased need to place one (1) additional client and the number of bed days by one hundred and thirty five(135) in CONTRACTOR's facility;

WHEREAS, CONTRACTOR has room availability and has agreed to allow the placement of additional clients for various lengths of stay and provide transitional individual services to move clients towards independent living for these additional clients;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

I. Effective April 15, 2009 the Agreement between the parties that was entered into on July 1, 2008 is amended to increase the contract amount by \$5,000, from \$190,000 to \$195,000. This Amendment is incorporated into the Agreement by deleting Item 1 in Section C, Billing and Payment of Exhibit A in its entirety and replacing it with the following:

C. BILLING AND PAYMENT

1. COUNTY shall pay a daily rate of \$37.00 for the above stepping up services. This is in addition to the current SSI/SSA rate reimbursed to CONTRACTOR directly by the client or other third party. The maximum amount payable to CONTRACTOR shall not exceed \$195,000. This is an estimate based on a capacity of at least fifteen (15) clients or approximately 5,270 bed days. Payment shall be made on a fee for service basis, for actual days of service provided.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment on the day and year as written above.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH
AND RECOVERY SERVICES**

WOODS BOARD AND CARE HOME

Denise C. Hunt, RN, MFT
Behavioral Health Director

Randy G. Woods
Owner

APPROVED AS TO CONTENT

APPROVED AS TO FORM
John P. Doering, County Counsel

Elizabeth Oakes, MFT
Chief, Adult and Older Adult Systems
of Care

Vicki Fern de Castro

Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: _____, Date: _____