

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

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-6

Urgent

Routine

CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE January 12, 2016

4/5 Vote Required YES NO

SUBJECT:

Approval of Amendments to Agreements with California Psychiatric Transitions Inc., Telecare Corporation Treatment Facilities, and Mar-Ric Jones Care Home for Fiscal Year 2015-2016

STAFF RECOMMENDATIONS:

1. Approve amendments to agreements with California Psychiatric Transitions Inc., Telecare Corporation Treatment Facilities, and Mar-Ric Jones Care Home for Fiscal Year 2015-2016.
2. Authorize the Behavioral Health Director, or her designee, to sign the amendments with California Psychiatric Transitions Inc., Telecare Corporation Treatment Facilities, and Mar-Ric Jones Care Home for Fiscal Year 2015-2016.

FISCAL IMPACT:

The Behavioral Health and Recovery Services Fiscal Year 2015-2016 adopted budget includes appropriations in the amount of \$7,073,496 from 1991 Realignment funds for the treatment of adults with serious mental illness at institutions of mental disease (IMD) and transitional residential facilities. Both California Psychiatric Transitions, Inc. and Telecare Corporation provide IMD level of care. Mar-Ric Jones Care Home provides transitional residential care.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2016-31

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote.

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

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
CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

The budgeted appropriations support contracts with 13 providers throughout the State. Funds are expended as clients are placed in the different facilities throughout the year. Placements are made in facilities based on their capacity to accept clients. Not all of the contracted facilities have bed space available all of the time, so some facilities receive more placements than others. Such is the case with these three contracted providers that are estimated to need a combined \$852,639 in additional funding. It is projected that the facilities that are used less than expected will account for \$900,000 of budget savings, which is sufficient to cover these contract amendments for the three facilities that are being used more than had been expected.

It is anticipated that the recommended amendments will provide sufficient capacity for the remainder of the fiscal year. There is no impact to the County General Fund.

DISCUSSION:

On May 19, 2015, the Board of Supervisors approved agreements for Fiscal Year 2015-2016 with the mental health service providers listed in the table below to provide care for adults with serious mental illness who are placed in an institution for mental disease or a transitional residential program.

Stanislaus County contracts for four levels of non-acute care for adults with serious mental illness that decrease in cost as the intensity of care decreases as an individual moves through the spectrum of facilities. The highest level is a state mental hospital, followed by IMDs, transitional residential care, and board and care facilities. Clients are placed into these levels based on their mental condition, with the most severely mentally ill being placed in state hospitals. As the client's symptoms lessen in severity and they become healthier through treatment, they are placed in less-restrictive environments. One of the goals of Behavioral Health and Recovery Services is to ensure that clients are placed at the appropriate level of care, with the intent of moving those with improving conditions to lower levels as they become healthier.

As required by the Board of Supervisors, the following table includes a cumulative value of prior contracts with these vendors for the period of July 1, 2013 through June 30, 2016.

Approval of Amendments to Agreements with California Psychiatric Transitions Inc.,
 Telecare Corporation Treatment Facilities, and Mar-Ric Jones Care Home for Fiscal
 Year 2015-2016

Page 3

Budget Unit	Contractor	Description of Service Provided or Position Held	Previous Contract Amounts for the Period 07/01/13 through 6/30/16	Proposed Additional Amount for FY 07/01/14 through 6/30/15	Cumulative Contract Total
Mental Health 1501	California Psychiatric Transitions, Inc. Delhi, CA	Institute for Mental Disease (IMD) – Treatment Facility	\$2,813,000 7/1/13 – 6/30/15 \$1,792,500 7/1/15 – 6/30/16 \$1,020,500	\$600,000	\$3,413,000
Mental Health 1501	Telecare Treatment Facilities Hayward, CA Long Beach, CA Oakland, CA Redwood City, CA San Leandro, CA	Institute for Mental Disease (IMD) – Treatment Facilities	\$1,230,680 7/1/13 – 6/30/15 \$749,155 7/1/15 – 6/30/16 \$481,525	\$152,639	\$1,383,319
Mental Health 1501	Mar-Rick Jones Care Home	Transitional Residential Program	\$1,557,000 7/1/13 – 6/30/15 \$1,015,000 7/1/15 – 6/30/16 \$542,000	\$100,000	\$1,657,000

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers to deliver the needed services at an appropriate level of care in a cost effective manner.

STAFFING IMPACT:

Existing staff is available to monitor the agreements and support the programs contained therein. There is no additional staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Madelyn Schlaepfer, PhD. Behavioral Health Director Telephone: 525-6205

**AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT**

This Amendment is made and entered into in the City of Modesto, State of California, by and between the County of Stanislaus (hereinafter referred to as "County"), and California Psychiatric Transitions, a California Corporation (hereinafter referred to as "Contractor"), for and in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained. This Agreement is effective the date of the last signature.

WHEREAS, County and Contractor entered into an agreement dated July 1, 2015 to provide care for adults with serious mental illness in need of an institution for mentally diseased clients; and

WHEREAS, County has experienced an increased need and Contractor has agreed to provide additional bed days and enhanced services; and

NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2015, is amended to increase the contract maximum amount by \$600,000 from \$1,020,500 to \$1,620,500. This amendment is incorporated into the Agreement as follows:

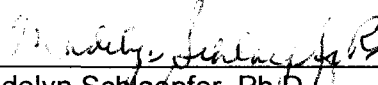
- I. Exhibit A, Section D Compensation, Item 4 is deleted in its entirety and replaced with the following:
 4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$1,620,500 for the term of this Agreement.
- II. All other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date indicated.

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

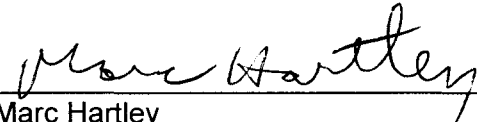
CALIFORNIA PSYCHIATRIC
TRANSITIONS, INC



Madelyn Schaeffer, PhD. Date 1-22-2016
Behavioral Health Director

Donna McGowan Date
Director

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



Marc Hartley
Deputy County Counsel

BOS Action Item: 2016-31 Date January 12, 2016

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

CALIFORNIA PSYCHIATRIC
TRANSITIONS, INC

Madelyn Schlaepfer, Ph.D., CEAP Date
Behavioral Health Director

 12/29/15
Donna McGowan Date
Director

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

Marc Hartley
Deputy County Counsel

BOS Action Item: 2016-31 Date: January 12, 2016

**AMENDMENT
TO PROVIDER CONTRACTOR AGREEMENT**

This Amendment is made and entered into in the City of Modesto, State of California, by and between the County of Stanislaus (hereinafter referred to as "County"), and Clif Jones and Rolando Andrade dba Mar-Ric Jones Care Home, (hereinafter referred to as "Contractor"), for and in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained. This Agreement is effective the date of the last signature.

WHEREAS, County and Contractor entered into an agreement dated July 1, 2015 who has a transitional residential program at its licensed residential care facility, the goal of which is to transition clients into the community; and

WHEREAS, County has experienced an increased need and Contractor has agreed to provide additional bed days; and

NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2015, is amended to increase the contract maximum amount by \$100,000, from \$542,000 to \$642,000. This amendment is incorporated into the Agreement as follows:

- I. Exhibit A, Section C Billing and Payment, Item 2 is deleted in its entirety and replaced with the following:
 2. In consideration of CONTRACTOR's provision of services required under this Agreement, COUNTY shall reimburse CONTRACTOR an amount not to exceed the Contract Maximum of \$642,000. COUNTY shall pay a daily rate of \$70.62 for the above transitional and recovery services. 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 date indicated.

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

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

MAR-RIC JONES CARE HOME

Madelyn Schlaepfer 1-22-2016
Madelyn Schlaepfer, Ph.D. Date
Behavioral Health Director

Clif Jones, Co-Owner Date
General Counsel for Manager

Rolando Andrade, Co-Owner Date

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

Marc Hartley
Marc Hartley
Deputy County Counsel

BOS Action Item: 2016-31 Date: January 12, 2016

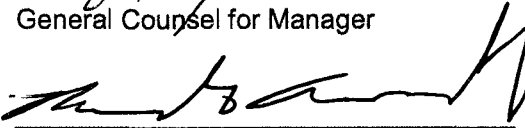
**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

MAR-RIC JONES CARE HOME

Madelyn Schlaepfer, Ph.D. Date
Behavioral Health Director

 1-26-2016

Clif Jones, Co-Owner Date
General Counsel for Manager

 1/26/2016

Rolando Andrade, Co-Owner Date

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

Marc Hartley
Deputy County Counsel

BOS Action Item: 2016-31 Date: January 12, 2016

**AMENDMENT
TO PROVIDER AGREEMENT**

This Amendment is made and entered into in the City of Modesto, State of California, by and between the County of Stanislaus (hereinafter referred to as "County"), and Telecare Corporation, a California Corporation, (hereinafter referred to as "Contractor"), effective the date of the last signature, 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 dated July 1, 2015 to provide mental health services at treatment facilities for adults who have a serious mental illness; and

WHEREAS, County has experienced an increased need and Contractor has agreed to provide additional services due to a rise in hospitalizations.

NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2015, is amended to increase the contract maximum amount by \$152,639, from \$481,525 to \$634,164. This amendment is incorporated into the Agreement as follows:

- I. Exhibit A, Section C, Item 2 of the agreement is deleted in its entirety and replaced with the following:
 2. In consideration of CONTRACTOR's provision of services required under this Agreement, COUNTY shall reimburse CONTRACTOR an amount not to exceed the Contract Maximum of \$634,164. CONTRACTOR shall invoice COUNTY monthly for the services delivered in the previous month, under the terms of this Agreement. COUNTY shall reimburse CONTRACTOR for any undisputed invoices, which COUNTY and CONTRACTOR agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt. The CONTRACTOR shall provide a monthly expenditure report to accompany the invoice in support of the program cost on the invoice.
- 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 date(s) shown below.

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

TELECARE CORPORATION

Madelyn Schlaepfer 1-22-2016
Madelyn Schlaepfer, Ph.D. Date
Behavioral Health Director

Marshall D. Langfeld Date
Senior Vice President and CFO

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


Marc Hartley
Marc Hartley
Deputy County Counsel

BOS Action Item: 2016-31 Date January 12, 2016

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

TELECARE CORPORATION

Madelyn Schlaepfer, Ph.D. Date
Behavioral Health Director

 12/28/15

Marshall D. Langfeld Date
Senior Vice President and CFO

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

Marc Hartley
Deputy County Counsel

BOS Action Item: _____ Date: _____