

AGENDA ITEM NO.  
**C-12**

# COUNTY OF HUMBOLDT

For the meeting of: August 15, 2017

Date: August 2, 2017

To: Board of Supervisors

From: Connie Beck, Director *dw CB*  
Department of Health and Human Services-Mental Health

Subject: First Amendment to the Professional Services Agreement with Willow Glen Care Center Regarding the Provision of Long-Term Residential Treatment Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve, and authorize the Board Chair to execute, the attached first amendment to the professional services agreement with Willow Glen Care Center regarding the provision of long-term residential treatment services to adults with mental illnesses for fiscal years 2016-17 through 2018-19; and
2. Direct the Clerk of the Board to return two (2) executed originals of the attached first amendment to the Department of Health and Human Services – Contract Unit.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The Humboldt County Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), in coordination with the Humboldt County Public Guardian’s Office, utilizes a variety of placement options to provide supportive living and care to mentally ill clients who require assistance.

Willow Glen Care Center is located in Yuba City, California, and is licensed to provide services to mentally ill clients in a residential setting. Willow Glen Care Center’s adult residential facility provides a

Prepared by : Joseph Demlow, Administrative Analyst II

CAO Approval *[Signature]*

REVIEW: Auditor MBM County Counsel Sm Personnel \_\_\_\_\_ Risk Manager Kker Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor Wilson Seconded by Supervisor Sundberg  
Ayes Wilson, Sundberg, Bass, Bahn, Fennell  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-19, C-7, C-16

Meeting of: 6/22/10, 6/26/12, 7/1/14, 6/7/16

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: August 15, 2017

By: Kathy Hayes  
Kathy Hayes, Clerk of the Board

**FIRST AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
WILLOW GLEN CARE CENTER  
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This First Amendment to the Professional Services Agreement dated June 28, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Willow Glen Care Center, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 15<sup>th</sup> day of August, 2017.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a qualified adult residential facility to provide a long-term residential treatment program for adults with chronic mental illnesses; and

WHEREAS, on June 28, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of long-term residential treatment services to adults with chronic mental illnesses; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Hundred Fifty-Four Thousand Three Hundred Fifty-Two Dollars (\$454,352.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Forty-Seven Thousand, Seven Hundred Fifty-Two Dollars (\$147,752.00) for fiscal year 2016-2017 and One Hundred Fifty-Three Thousand Three Hundred Dollars (\$153,300.00) per fiscal year for fiscal years 2017-2018 and 2018-2019. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without

written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

2. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of July 1, 2017.
3. Except as modified herein, the Professional Services Agreement dated June 28, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

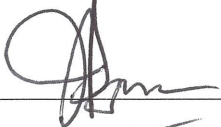
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**WILLOW GLEN CARE CENTER:**

By:  Date: 7-11-17

Name: JEFF PAYNE

Title: EXECUTIVE DIRECTOR

By: Susan Taylor Date: 7/12/17

Name: SUSAN TAYLOR

Title: SECRETARY

**COUNTY OF HUMBOLDT:**

By: Virginia Bass Date: 8/17/15  
Virginia Bass  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:  Date: 8/31/17  
Risk Management

**LIST OF EXHIBITS:**

Exhibit B – Schedule of Rates

**EXHIBIT B  
SCHEDULE OF RATES  
WILLOW GLEN CARE CENTER  
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

CONTRACTOR shall submit requests for payment on a monthly basis for bed days provided within the Willow Glen Care Center, an Adult Residential Facility. COUNTY shall compensate CONTRACTOR for the residential care services provided pursuant to the terms and conditions of this Agreement based on the maximum rates set forth herein.

1. RATE OF COMPENSATION:

COUNTY and CONTRACTOR agree to the following rates as of July 1, 2017:

- Adult residential care services: One Hundred Twenty Dollars (\$120.00) per bed day

2. RATE SCHEDULES:

CONTRACTOR shall furnish a rate schedule to COUNTY for adult residential care services no later than July 31st of each fiscal year.

3. RATE CHANGES:

CONTRACTOR may review and submit to COUNTY, in writing, rate changes with a frequency of not more than one (1) time per fiscal year.