




# COUNTY OF HUMBOLDT

For the meeting of: June 12, 2018

Date: May 22, 2018

To: Board of Supervisors

From: Connie Beck, Director   
Department of Health and Human Services – Mental Health

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

### RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached second 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 2016-2017 through 2018-2019; and
2. Direct the Clerk of the Board to return two (2) fully executed original copies of the attached second amendment to the Department of Health and Human Services – Contract Unit for further processing.

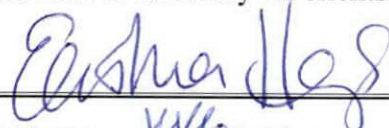
### SOURCE OF FUNDING:

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 treatment services to mentally ill clients who require assistance.

Prepared by : Joseph Demlow, Administrative Analyst II

CAO Approval 

REVIEW:	Auditor <u>CD</u>	County Counsel <u>Sm</u>	Personnel _____	Risk Manager <u>WKS</u>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Wilson

Ayes Fennell, Sundberg, Bohn, Wilson

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent Bass

PREVIOUS ACTION/REFERRAL:

Board Order No. C-19, C-7, C-16, C-12

Meeting of: 6/22/10, 6/26/12, 7/1/14, 6/7/16, 8/5/17

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

Dated: 6/12/18

By: 

Kathy Hayes, Clerk of the Board

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 good option for dually diagnosed clients who have substance abuse issues. As a result, Willow Glen Care Center has been providing residential treatment services to DHHS – Mental Health clients for many years.

On June 28, 2016 (item C-16), the Board approved the current professional services agreement with Willow Glen Care Center for the term of July 1, 2016 through June 30, 2019. The Board subsequently approved the first amendment to the professional services agreement, which increased the maximum amount payable thereunder and adjusted the rates of compensation set forth therein, on August 15, 2017 (item C-12). The attached second amendment will further increase the maximum amount payable under the professional services agreement in order to cover unexpected utilization of Willow Glen Care Center's adult residential facility.

Accordingly, DHHS – Mental Health recommends that the Board approve, and authorize the Chair of the Board to execute, the attached second amendment to the professional services agreement with Willow Glen Care Center regarding the provision of long-term residential treatment services.

FINANCIAL IMPACT:

The attached second amendment to the professional services agreement with Willow Glen Care Center will increase the maximum amount payable thereunder from Four Hundred Fifty-Four Thousand Three Hundred Fifty-Two Dollars (\$454,352.00) to Six Hundred Forty-Seven Thousand Seven Hundred Fifty-Two Dollars (\$647,752.00). In no event shall the maximum amount paid under the professional services agreement with Willow Glen Care Center exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per fiscal year for fiscal years 2017-2018 and 2018-2019. The projected expenditure for placements at the Willow Glen Care Center adult residential treatment facility is Two Hundred Nineteen Thousand Five Hundred Fifty-Seven Dollars (\$219,557.00) for fiscal year 2017-2018.

Expenditure appropriations related to the attached second amendment to the professional services agreement with Willow Glen Care Center have been included in the approved budget for fiscal year 2017-2018 for DHHS – Mental Health Adult Services budget unit 1170-496. As a result, approval of the attached amendment will not impact the Humboldt County General Fund.

The recommended action supports the Board's Strategic Framework by protecting vulnerable populations, supporting self-reliance of citizens and improving the safety and health of our communities.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached second amendment to the professional services agreement with Willow Glen Care Center. However, this alternative is not recommended since it would require the County to place clients with chronic mental illnesses at inpatient facilities which will be more costly and may not provide the appropriate level of treatment for such clients.

ATTACHMENTS:

1. Second Amendment to the Professional Services Agreement with Willow Glen Care Center dated June 28, 2016 (three (3) originals)

2. First Amendment to the Professional Services Agreement with Willow Glen Care Center dated June 28, 2016
3. Professional Services Agreement with Willow Glen Care Center dated June 28, 2016

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

This Second Amendment to the Professional Services Agreement dated June 28, 2016, as amended on August 15, 2017, 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 12 day of June, 2018.

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, on August 15, 2017, COUNTY and CONTRACTOR agreed to amend the Professional Services Agreement in order to increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to further increase the maximum amount payable thereunder.

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 Six Hundred Forty-Seven Thousand Seven Hundred Fifty-Two Dollars (\$647,752.00). 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 Two Hundred Fifty Thousand Dollars (\$250,000.00) per 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. Except as modified herein, the Professional Services Agreement dated June 28, 2016, as amended on August 15, 2017, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Second 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: 4-21-18

Name: BEN CARTER

Title: CHAIRMAN

By:  Date: 4-21-18

Name: JEFF PAYNE

Title: EXEC. DIRECTOR

**COUNTY OF HUMBOLDT:**

By:  Date: 6/12/18

Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:  Date: 5/29/18

Risk Management