



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
D.6

For the meeting of: April 8, 2008

Date: MARCH 17, 2008

To: BOARD OF SUPERVISORS

From: PHILLIP R. CRANDALL, DIRECTOR *KR for PC*
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 MENTAL HEALTH BRANCH

Subject: APPROVAL OF FIRST AMENDMENT TO THE SERVICE AGREEMENT
 WITH HUMBOLDT FAMILY SERVICE CENTER FOR MANAGED MENTAL
 HEALTH CARE FOR MEDI-CAL BENEFICIARIES FOR FYs 06/07 AND 07/08
 TO INCREASE THE CONTRACT VALUE FOR FY 07/08

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the Chair to approve the First Amendment to the Service Agreement between Humboldt County Medi-Cal Managed Mental Health Care (HCMMMHC) and Humboldt Family Service Center (HFSC) for the provision of specialty mental health services to increase the contract value for FY 07/08; and
2. Authorize the Chair to sign the above-described First Amendment.

Prepared by Dirk Grutterink, Administrative Analyst II

CAO Approval

Phillip Smith Hayes

REVIEW:

Auditor _____ County Counsel KR Personnel _____ Risk Manager J Other _____

TYPE OF ITEM:

Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor **NEELY SMITH**
 Seconded by Supervisor
 And unanimously carried by those members present,
 The Board hereby adopts the recommended action
 contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. C-7

Meeting of: October 10, 2006

Dated: 4-8-08
Kathy Hayes, Clerk of the Board

By: *Nancy J. Hampton*

SOURCE OF FUNDING

Mental Health fund.

DISCUSSION:

On October 10, 2006, the Board of Supervisors approved the FY 06/07 and 07/08 Service Agreement with HFSC for the provision of specialty mental health services to eligible Humboldt County Medi-Cal clients needing these services.

A major provider of mental health services to adults, Catholic Charities, discontinued services in Humboldt County during FY 07/08. This created an increased demand for adult mental health services to be provided by HFSC in FY 07/08. This First Amendment to the HFSC Service agreement will increase the contract value for FY 07/08 from \$114,200 per fiscal year to \$149,200 per fiscal year. This will allow HFSC to meet the increased demand for providing adult mental health services due to Catholic Charities discontinuation of services.

Therefore, the MHB recommends that the Board of Supervisors approves and executes this First Amendment.

FINANCIAL IMPACT:

Humboldt County Mental Health recommends this increase in the contract with HFSC to meet the increased service demand due to Catholic Charities discontinuation of services. The unused funds allocated to Catholic Charities for FY 07/08 will provide the increase to the HFSC Agreement for related expenditures and revenues by the MHB. The funds have been accounted for in the Mental Health Branch Administration budget unit 1170-424. Revenue for these contract expenditures comes from the State Department of Mental Health Managed Care allocation, Federal Medi-Cal funding and State Early Periodic Screening Diagnosis and Treatment (EPSDT) funding.

OTHER AGENCY INVOLVEMENT:

None.

ATTACHMENT

Attachment #1 First Amendment to the Service Agreement with Humboldt Family Service Center for FYs 06/07 and 07/08 for the provision of Specialty Mental Health Services to eligible Humboldt County Medi-Cal beneficiaries.

FIRST AMENDMENT
Mental Health Services Agreement
Between
Humboldt County Medi-Cal Managed Mental Health Care
And
Humboldt Family Services Center

This is an Amendment to that certain Agreement entered into on October 10, 2006 by and between the Humboldt Family Service Center, hereinafter referred to as "PROVIDER" and Humboldt County Medi-Cal Managed Mental Health Care, hereinafter referred to as "COUNTY." This amendment is entered into this 8th day of April, 2008.

WHEREAS, the parties desire to amend certain provisions of their Agreement of October 10, 2006.

NOW THEREFORE, the parties mutually agree as follows:

1. Exhibit B is hereby amended to read as follows:

EXHIBIT B
PAYMENT AGREEMENT

Payment for services pursuant to this Agreement shall not exceed \$149,200 total for combined Adult and Child beneficiaries per fiscal year. COUNTY will not reimburse Provider for any amount that exceeds the maximum specified in this provision. All costs incurred above maximum will be the responsibility of the Provider.

If State, Federal or County funding or State Maximum Allowance Rates are reduced or deleted, the advances and maximum reimbursement shall be reduced or deleted.

ADULT CLIENTS

Provider will be reimbursed for medically necessary covered services, as described in Exhibit A, Scope of Services up to a maximum of \$75,000 charged to COUNTY per fiscal year. Expenses incurred beyond this amount will be the responsibility of the Provider


CHILD CLIENTS (Early and Periodic Screening, Diagnosis and Treatment (EPSDT)):

Provider will be reimbursed for medically necessary covered services, as described in Exhibit A, Scope of Services up to a maximum of \$74,200 charged to COUNTY per fiscal year. Expenses incurred beyond this amount will be the responsibility of the Provider

Except as modified herein, the Agreement of October 10, 2006 shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year above written.

County of Humboldt:

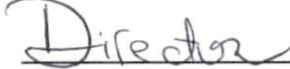


Chair, Board of Supervisors

Humboldt Family Services Center:



Name



Title

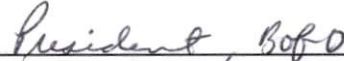
ATTEST:



Clerk, Board of Supervisors



Name



Title

Approved as to Legal Form:



County Counsel

Approved as to Insurance:



Risk Manager

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2007

PRODUCER
PATTERSON CONNERS INSURANCE SVCS
 POB 575
 Fortuna, CA 95540
 (707) 725-3400

INSURED
Humboldt Family Service Center
 1802 California Street
 Eureka, CA 95501
 707-443-7358

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Nonprofits Insurance Alliance of CA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2007-01804-NPO	7/6/07	7/6/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2007-01804-NPO	7/6/07	7/6/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OT-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OT-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		Social Service Professional Liability	2007-01804-NPO	7/6/07	7/6/08	\$1,000,000 Occurrence \$3,000,000 Aggregate								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Ten-Day Notice of Cancellation applies in event of non-payment of premium.

County of Humboldt, including it's Department of Health and Human Services and Department of Health, Alcohol, and Other Drugs is named as Additional Insured/Funding Source.

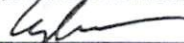
CERTIFICATE HOLDER

County of Humboldt
 Dept. of Health and Human Svcs
 Mental Health Division
 720 Wood St.
 Eureka, CA 95501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICYHOLDER COPY

NH

STATE COMPENSATION INSURANCE FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2007

GROUP:
POLICY NUMBER: 0641789-2007
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 07-01-2008
07-01-2007/07-01-2008

COUNTY OF HUMBOLDT
MENTAL HEALTH DEPT
720 WOOD ST
EUREKA CA 95501-4413

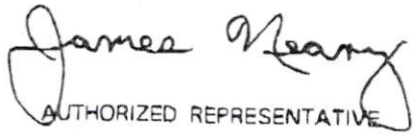
NH

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

HUMBOLDT FAMILY SERVICE CENTER
1802 CALIFORNIA ST
EUREKA CA 95501

NH