



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-14

For the meeting of: February 7, 2017

Date: January 9, 2017

To: Board of Supervisors

From: Connie Beck, Director *cb*
Department of Health and Human Services

Subject: First Amendment to the Professional Services Agreement with Transitional Residential Treatment Facilities, Inc. to Provide a Long-Term Residential Treatment Program for Adults with Chronic Mental Illness

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve, and authorize the Chair to execute three (3) originals of the first amendment to the professional services agreement with Transitional Residential Treatment Facilities, Inc., which increases the maximum amount payable for licensed facilities by Thirty-Five Thousand Dollars (\$35,000.00) and clarifies the final cost reporting requirements set forth therein; 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 (DHHS) – Contract Unit for forwarding to DHHS – Mental Health.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Laurel Johnson, AAI

CAO Approval *Eashia Hag*

REVIEW: *MSM*

Auditor *MSM*

County Counsel *Sm*

Human Resources *Of*

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. D-17

Meeting of: July 19, 2016

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*

Ayes: *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays
Abstain
Absent

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

Dated: *Feb. 7, 2017*

By:

Kathy Hayes, Clerk of the Board *Kathy Hayes*

DISCUSSION:

On July 19, 2016 (item D-17), the Board approved the execution of the current agreement with Transitional Residential Treatment Facilities, Inc., to provide a long-term residential treatment program for adults with chronic mental illness. This program allows clients receiving services thereunder to transition from inpatient care to outpatient care and ultimately to independent living.

Transitional Residential Treatment Facilities, Inc. and DHHS agree that due to the increased costs of providing licensed residential treatment services, the maximum amount payable for such services must be increased for the period of February 1, 2017 through June 30, 2017. In addition, the reporting provisions of the agreement have been revised to explicitly state that the County will be reimbursed in the event that the payments made thereby exceed the actual cost of the services rendered.

FINANCIAL IMPACT:

The maximum cost of the Agreement as amended is Four Hundred Nine Thousand Seven Hundred and Thirty Dollars (\$409,730.00). The Board approved services and supplies expenditure appropriation in DHHS-Mental Health Adult Programs budget unit 1170-496 for FY 2016-17 will accommodate the additional contract expenditure of Thirty-Five Thousand Dollars (\$35,000.00). There is no impact to the County General Fund.

The recommended action supports your Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve the attached first amendment to the professional services agreement with Transitional Residential Treatment Facilities, Inc.; however, DHHS – Mental Health does not recommend this alternative because the availability of appropriate residential treatment facilities for adults is critical to community safety and individual health and well-being.

ATTACHMENTS:

Attachment 1: First Amendment to Professional Services Agreement with Transitional Residential Treatment Facilities, Inc. for FY 2016-17 (3 originals)

Attachment 2: Transitional Residential Treatment Facilities, Inc. contract for FY 2016-17

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES, INC.
FOR FISCAL YEAR 2016-2017**

This First Amendment to the Professional Services Agreement dated July 19, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Transitional Residential Facilities, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 7th day of Feb., 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 illness; and

WHEREAS, on July 19, 2016, COUNTY and Transitional Residential Treatment Facilities, Inc., entered into a Professional Services Agreement regarding the provision of such residential treatment services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to increase the maximum amount payable thereunder and clarify the final cost reporting requirements 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 Nine Thousand Seven Hundred and Thirty Dollars (\$409,730.00). In no event shall the maximum amount paid under this Agreement exceed Three Hundred Fifty-Eight Thousand Four Hundred Twenty-Two Dollars (\$358,422.00) for services rendered at CONTRACTOR's licensed residential facilities, and Fifty-One Thousand Three Hundred Eight Dollars (\$51,308.00) for services rendered at CONTRACTOR's unlicensed residential facilities for fiscal year 2016-2017. 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. Rate of Compensation. COUNTY shall compensate CONTRACTOR at a flat rate of Twenty-Six Thousand Nine Hundred Fifty-One Dollars and Eighty-Three Cents (\$26,951.83) per month for services rendered at its licensed facilities and Four Thousand Two Hundred Seventy-Five Dollars and Sixty-Seven Cents (\$4,275.67) per month for services rendered at its unlicensed facilities for the period of July 1, 2016 to January 31, 2017. COUNTY shall compensate CONTRACTOR at a flat rate of Thirty-Three Thousand Nine Hundred Fifty-One Dollars and Eighty-Three Cents (\$33,951.83) per

month for services rendered at its licensed facilities and Four Thousand Two Hundred Seventy-Five Dollars and Sixty-Seven Cents (\$4,275.67) per month for services rendered at its unlicensed facilities for the period of February 1, 2017 to June 30, 2017.

- 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. Section 7 – Reports of the Professional Services Agreement is hereby amended to read as follows:

7. REPORTS:

- A. General Reporting. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.
- B. Final Cost Report. If applicable to a specific local, state or federal funding source covered by this Agreement, CONTRACTOR shall submit an unaudited Final Cost Report summarizing all costs incurred pursuant to the terms and conditions of this Agreement, no later than ninety (90) days following the close of the fiscal year, in accordance with all applicable local, state and federal laws, regulations and guidelines. If it is determined that the cost reported by CONTRACTOR is less than the actual payments made by COUNTY, CONTRACTOR shall reimburse COUNTY for the overpayment.

- 3. Except as modified herein, the Professional Services Agreement dated July 19, 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.

TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES, INC.:

By: Eileen S. Dunn

Date: 1/9/2017

Name: Eileen S. Dunn

Title: President

By: Cecilia P. Wilson

Date: 1/9/2017

Name: Cecilia P. Wilson

Title: Secretary/Treasurer

COUNTY OF HUMBOLDT:

By: Virginia Bass

Date: 2/7/17

Virginia Bass

Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Devin J. Field
Risk Management

Date: 1/26/17