

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

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE April 6, 2010

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Amendments to the Agreements for Mental Health and Ancillary Services for Fiscal Year 2009-2010

STAFF RECOMMENDATIONS:

1. Approve the amendments to the agreements for mental health and ancillary services included in this agenda item through the end of Fiscal Year 2009-2010.
2. Authorize Behavioral Health Director, or her designee, to sign the amendments to the agreements included in this agenda item.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to the agreements included in this agenda item, to add services and payment for services up to \$50,000, budget permitting, through the Fiscal Year end of June 30, 2010.

FISCAL IMPACT:

Behavioral Health and Recovery Services approved budget for the Fiscal Year 2009-2010 contains funding in the amount of \$128,256 for these amendments. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-182

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Amendments to the Agreements for Mental Health and Ancillary Services
for Fiscal Year 2009-2010

Page 2

DISCUSSION:

Behavioral Health and Recovery Services contracts with numerous individuals and agencies to provide mental health, alcohol and other drug and ancillary services to Stanislaus County residents. In most cases, individuals and agencies are selected through a competitive process, which takes into account specific expertise, as well as cost efficiency. Agreements are renewed based on a demonstrated ability to deliver required outcomes effectively, along with availability of funding. While a number of agencies have successful, long term partnering relationships with Behavioral Health and Recovery Services, all major provider agreements continue to be reviewed and, consistent with Board of Supervisors' direction, competitive bids will be sought periodically.

Behavioral Health and Recovery Services experiences occasional funding opportunities and unanticipated increases in the utilization of services throughout the year. On many occasions, this additional funding is time sensitive; hence, the department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$50,000 to the agreements included in this agenda item, budget permitting, without further action by the Board of Supervisors, throughout Fiscal Year 2009-2010.

As required by the Board of Supervisors on January 25, 2006, the following table includes a cumulative value of prior contracts with these vendors for the period beginning July 1, 2003 through June 30, 2010.

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount and Time Period for Previous Contractual Period	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Stanislaus Recovery Center	ABM Engineering	Facilities Maintenance	\$1,235,937 (07/01/03-06/30/10)	\$27,000 (4/7/10-6/30/10)	\$1,262,937
Behavioral Health and Recovery Services	Mental Health	Aspiranet (dba Moss Beach Homes, Inc.)	Aspira - Outpatient & Therapeutic Behavioral Services	\$8,092,619 (07/01/03-06/30/10)	\$71,256 (04/07/10-06/30/10)	\$8,163,875
Behavioral Health and Recovery Services	Mental Health	Davis Wright Tremaine, LLP	Legal Services involving psychiatric health care and related contractual matters	\$250,000 (08/1/09-06/30/10)	\$30,000 (4/7/10-6/30/10)	\$280,000

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 needed services at an appropriate level of care in a cost effective manner.

STAFFING IMPACT:

There is no staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Denise C. Hunt, RN, MFT, Director. Telephone 525-6225.

2010-182 #B2
04/06/10

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This Amendment to the Agreement For Legal Services is made and entered into on April 7, 2010, by and between the County of Stanislaus ("COUNTY") and Davis Wright Tremaine, LLP ("ATTORNEY").

WHEREAS, COUNTY and ATTORNEY entered into an Agreement dated November 17, 2009 to provide legal services involving psychiatric health care and related contractual matters with Doctors Medical Center; and

WHEREAS, COUNTY required ATTORNEY to provide additional time to adequately represent, advise and prepare necessary documents as required by the Agreement, which warrants and increase to the contract maximum; and

WHEREAS, the ATTORNEY is specially trained, experienced and competent to perform and has agreed to provide such services.

NOW, THEREFORE, Effective April 7, 2010, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree that the Agreement entered into on November 17, 2009 is amended to increase the contract maximum amount by \$30,000, from \$250,000 to \$280,000. This Amendment is incorporated into the agreement as follows:

I. Amend under Terms and Conditions, Section 2, Consideration, 2.2 and add 2.5 to read as follows:

2.2 The parties hereto acknowledge the maximum amount to be paid by the COUNTY for services provided shall not exceed \$280,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained pursuant to Paragraph 1.3 of the Agreement, unless fees and compensation exceeding \$280,000.00 are approved by the COUNTY.

2.5 COUNTY agrees that ATTORNEY shall have the right to add to the billing any amount owed to ATTORNEY by COUNTY as a result of services rendered to and accepted by COUNTY prior to the execution of this First Amendment to Davis Wright Tremaine, LLP Agreement. If ATTORNEY exercises the right to add to the billing, ATTORNEY shall give COUNTY notice of the amount and an itemization of the billing.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day of _____ year first hereinabove written.

BOARD OF SUPERVISORS
2010 DEC 10 P 12:01

COUNTY OF STANISLAUS

DAVIS WRIGHT TREMAINE, LLP

By:



Julie Mefferd
GSA Director/Purchasing Agent

"COUNTY"

By:




Steve Lipton
Partner

"ATTORNEY"

APPROVED AS TO CONTENT:

Behavioral Health and Recovery Services

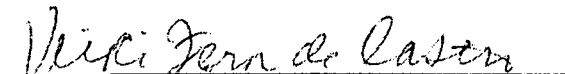
By:



Denise C. Hunt, RN, MFT
Behavioral Health Director

APPROVED AS TO FORM:

COUNTY COUNSEL
JOHN P. DOERING



Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: 2010-182

Date: April 6, 2010

2010-182 # 20
04/06/10

BOARD OF SUPERVISORS
2010 DEC 10 P 12: 01
**SECOND AMENDMENT TO
PROVIDER AGREEMENT
ASPIRANET**

THERAPEUTIC BEHAVIORAL SERVICES AND OUTPATIENT SERVICES

This Amendment is made and entered into on April 7, 2010 in the City of Modesto, State of California, by and between the COUNTY of Stanislaus, Behavioral Health and Recovery Services (COUNTY), and Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation, (CONTRACTOR), 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 on July 1, 2009, for CONTRACTOR to provide Therapeutic Behavioral Services to appropriate COUNTY referrals and Outpatient Services to COUNTY children, adolescents and their families;

WHEREAS, COUNTY is mandated by the State of California to provide Therapeutic Behavioral Services to eligible clients; and

WHEREAS, CONTRACTOR has experienced an increase in the number of Therapeutic Behavioral Services provided to appropriate COUNTY referrals than were anticipated in this agreement.

NOW, THEREFORE, effective April 7, 2010, the Agreement between the parties which was entered into on July 1, 2009, and amended on October 15, 2009, is amended a second time to increase the Agreement maximum to cover additional Therapeutic Behavioral Services by \$71,256. The maximum costs for operating the Therapeutic Behavioral Services program is increased from \$712,588 to \$783,844. The maximum costs associated with operating the Outpatient Program shall remain at an amount not to exceed \$795,308. The maximum cost for clinical supervision shall remain at an amount not to exceed \$14,000. The maximum combined amount for all services provided under this agreement is increased from \$1,521,896 to \$1,593,152. This amendment is incorporated into the Agreement as follows:

- I. Delete Exhibit A, Section C, Billing and Payment, Paragraphs 1, and, Paragraphs 3, 4 and 7 as amended previously, in their entirety and replace with the following:
 - 1. In consideration of Contractor's provision of services required under this Exhibit, County shall reimburse Contractor monthly for costs associated with operating the TBS Program an amount not to exceed \$783,844(GL 5123070) based on a maximum of 5,965 hours of services, for salaries, benefits and operating expenses.
 - 3. The maximum amount combined for all services provided under this agreement shall not exceed \$1,593,152 for the period July 1, 2009 through June 30, 2010.
 - 4. COUNTY shall reimburse CONTRACTOR monthly, at the rate of one-twelfth (1/12) of the original Agreement maximum of \$ 1,507,896 for operating the TBS and Outpatient Program, plus an additional amount of \$ 23,752 per month from the date of this second amendment through June 30, 2010, not to exceed \$1,579,152 for the period July 1, 2009 through June 30, 2010. Reimbursement for costs associated with clinical supervision are in addition to this amount, but are not to exceed \$14,000 during the term of this agreement.
 - 7. Following submission of CONTRACTOR's cost report, COUNTY shall reconcile the Medi-Cal FFP revenue generated by CONTRACTOR compared to the required amount of \$721,256 in Federal Financial Participation (FFP), which is, in

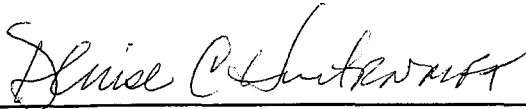
part, the basis for funding this Agreement. The minimum FFP requirement is calculated based upon \$669,964 in FFP and \$51,292 in Enhanced Federal Medical Assistance Percentage (FMAP) for a total of \$721,256. COUNTY and CONTRACTOR shall settle to CONTRACTOR's actual cost for TBS/OP, not to exceed \$1,579,152, plus up to \$14,000 for clinical supervision, in January 2011 for fiscal year 2009/10.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

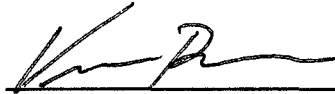
In witness whereof, the parties have executed this Amendment on the day and year as written above.

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

**MOSS BEACH HOMES, INC.
dba Aspira Behavioral Health**



Denise C. Hunt, RN, MFT
Behavioral Health Director



Vernon Brown, LCSW MPA
Executive Director


APPROVED AS TO CONTENT



Adrian Carroll, MFT
Children's System of Care

APPROVED AS TO FORM

John P. Doering, COUNTY Counsel



Vicki Fern de Castro
Deputy County Counsel

BOS Agenda 2010-182 April 6, 2010

2010-182 # 132
04/06/10

BOARD OF SUPERVISORS

2010 DEC 10 P 12: 01 **FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF STANISLAUS
AND
ABM ENGINEERING SERVICES COMPANY**

This Amendment is made and entered into on ~~April~~ May 20, 2010 in the City of Modesto, State of California, by and between the County of Stanislaus ("County") and ABM Engineering Services Company, a California Corporation ("Contractor").

WHEREAS, Contractor provides plant maintenance and engineering services at Stanislaus Recovery Center, and

WHEREAS, County has a need for additional services and Contractor has agreed to provide the additional services; and

WHEREAS, Section 17 of the Agreement allows the contract to be amended; and


NOW, THEREFORE, effective April 7, 2010, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Agreement, which was entered into on November 1, 2009, is amended to include the additional services outlined in the Revised Exhibit A and to increase the contract maximum amount by \$27,000, from \$115,637 to \$142,637. The changes in this Amendment are incorporated into the Agreement as follows:


- I. Exhibit A is deleted in its entirety and replaced with the attached Revised Exhibit A.
- 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 day and year as written above.

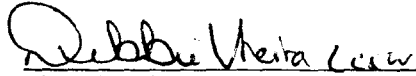
**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

ABM ENGINEERING SERVICES

for 
Denise C. Hunt, RN, MFT
Behavioral Health Director


Cornel Shreekes
Executive Vice President

APPROVED AS TO CONTENT

for 
Madelyn Schlaepfer, Ph.D.
Associate Director

APPROVED AS TO FORM
John P. Doering, County Counsel

for by Dean Wright
Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: 2010-182, April 6, 2010

EXHIBIT A

A. SCOPE OF WORK - Facility Maintenance Requirements

1. Skilled labor to provide routine and preventative maintenance to keep in good repair SRC facilities and the existing mechanical systems located in Ceres as follows:

Stanislaus Recovery Center (SRC), 1904 Richland Avenue, Ceres
2. Facility description:

Stanislaus Recovery Center is approximately 30-35 years in age, 30,000 square feet, and is a residential facility, operational twenty-four (24) hours a day, seven (7) days a week.
3. County and Contractor shall each designate a Project Manager. Any special requests, changes or revisions shall be discussed and agreed to in advance by the parties' respective Project Manager. The designated Project Manager for County will be Debbie Vieira, Stanislaus Recovery Center Site Administrator. For Contractor the Project Manager will be W. Adam Kilburn, Branch Manager.
4. Contractor will provide skilled labor to keep in good repair all heating and air conditioning equipment, plumbing fixtures, locks, door hardware, lighting, electrical wiring and fixtures due to normal wear and tear. Contractor shall be capable, experienced, and knowledgeable in the following areas:
 - 4.1 Painting
 - 4.2 Sheet rock-dry wall repair
 - 4.3 Basic electrical
 - 4.4 General mechanical
 - 4.5 Basic wood working skills
 - 4.6 Involvement with chemicals
 - 4.7 Fire protection equipment
 - 4.8 Food preparation equipment
 - 4.9 Plumbing
 - 4.10 Heating ventilation and air conditioning systems
 - 4.11 Locks and hardware
 - 4.12 Health care maintenance
5. Contractor shall be required, on a daily basis, to perform equipment rounds checking pressures, temps and operation of mechanical equipment. Complete unit rounds on all buildings to check for safety issues and damage caused by clients the previous evening. Pick up work requests during unit rounds. Complete logs on morning equipment rounds and on preventative maintenance schedule of equipment and start work on priority work orders and preventative maintenance of equipment. Inspect and report all hazardous conditions.

Frequency	Logs and Documents to be maintained
Daily:	Equipment rounds Key control log Work order requests Safety check patients equipment, as needed
Weekly	Vehicle inspection
Monthly	Preventative maintenance manuals Fire extinguisher checks Fire door checks Fire drill life safety documents
Quarterly	Utilities Management Plan documents Fire protection system documents P.M. Material Safety Data Sheets documents Phone system log
Semi-Annually	Conduct and document disaster preparedness drills Conduct and document Code 911 drills Equipment test & inspections
Annually	Fire system test and inspection of all devices and systems Back flow preventers test inspections

6. Site Specific Guidelines for Grave Shift

- 6.1 Perform a minimum of five (5) Exterior Rounds and three (3) Interior (Adult Treatment Program - ATP only) Rounds, alternating times and directions of patrols.
- 6.2 Ensure gates are locked according to gate schedule.
- 6.3 Stand by in employee parking lot during ATP shift change at 2300 hours.
- 6.4 Stand by in ATP unit to relieve SRC staff from 0300-0400 hours.

7. In addition to the above requirements, Contractor's Maintenance Supervisor must provide the following services:

- 7.1 Review invoices generated by SRC engineering department, contracted work, parts, and supplies.
- 7.2 Perform Clinical, Security, and Engineering Environmental rounds for deficiencies bi-monthly.
- 7.3 Resolve complaints related to engineering.
- 7.4 Meet with Fire Marshall during scheduled and unscheduled inspections. Communicate with Fire Marshall any resolutions for site deficiencies.
- 7.5 Submit purchase order requests
- 7.6 Serve as liaison to contractors providing repair, maintenance services, garbage collection, linen services, and pest control.
- 7.7 Provide problem-solving activities in areas related to engineering and grounds maintenance.

8. Contractor shall abide by all safety and health laws, standards, rules, regulations, or orders, and all OSHA requirements ("health and safety laws"). Contractor shall not permit any work to be done on site that is in violation of any health and safety laws. In addition,

Contractor shall be expected to provide training to Contractor's employees in requirements of health and safety laws and OSHA standards and training guidelines, including, but not limited to the following areas:

8.1 SPECIFIC OPERATIONS

- 8.1.1 Awareness of asbestos and lead in the workplace
- 8.1.2 Working safely in confined spaces
- 8.1.3 Lockout/Tagout on electrical systems and electrical safety
- 8.1.4 Machine safety
- 8.1.5 Welding, cutting, and brazing safety
- 8.1.6 Compressed gases and compressed air
- 8.1.7 Blood borne pathogens and universal precautions

8.2 PERSONAL PROTECTION

- 8.2.1 Preventing slips, trips, and falls
- 8.2.2 Respirators and other protective equipment
- 8.2.3 Hearing, hand, head protection
- 8.2.4 Tailgate meeting

9. County shall be responsible, upon approval, for the costs of parts, materials, and subcontractors necessary to perform occasional specialty services.

B. CONFIDENTIALITY AND INFORMATION SECURITY

Contractor shall comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and Security Standards as outlined in Attachment 1.

C. INSURANCE

Delete Section 6.2 in its entirety and replace with the following:

- 6.2 Any deductibles, self insured retentions or named insureds must be declared in writing and approved by County. Any such approval by County shall not be unreasonably withheld. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

D. DEFENSE AND INDEMNIFICATION

Delete Section 7 in its entirety and replace with the following:

- 7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.
- 7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

E. RECORDS AND AUDIT

Delete Section 9.2 in its entirety and replace with the following:

9.2 Any authorized representative of County shall have reasonable access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

F. ASSIGNMENT

Delete Section 12 in its entirety and replace with the following

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. With the exception of wholly owned subsidiaries of ABM Industries, Inc., Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

G. COMPENSATION

Contractor shall be compensated for the services provided under this Agreement as follows:

1. Contractor shall submit monthly invoices which include all payroll costs, employee benefits, costs for employee taxes & insurance, Health & Welfare, Uniforms, and a 5% Management Fee. County shall pay invoices within thirty (30) calendar days of receipt. Invoices shall be submitted to the following address:

Stanislaus County
Behavioral Health and Recovery Services
Attn: Accounts Payable
800 Scenic Drive
Modesto, CA 95350

2. An amount not to exceed \$2,500 shall be included in the agreement maximum to cover any pre-authorized emergency call time worked by Contractor.
3. The parties hereto acknowledge the maximum amount to be paid by County for plant maintenance and engineering services during the term of this agreement shall not exceed \$142,637 (GL 5249050).

H. TERM

1. Delete Section 3.4 in its entirety and replace with the following:

3.4 Either party may terminate this Agreement upon 30 days prior written notice to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

2. These services shall commence on November 1, 2009 and continue through June 30, 2010.

I. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.