

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 March 12, 2013

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Amendment to Agreement with Aspiranet for Behavioral Health Wraparound Services for Fiscal Year 2012-2013.

STAFF RECOMMENDATIONS:

1. Approve amendment to agreement with Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation for Behavioral Health Wraparound Services through the end of Fiscal Year 2012-2013.
2. Authorize the Behavioral Health Director, or her designee, to sign the amendment with Aspiranet for Wraparound Services for the Fiscal Year 2012-2013.

FISCAL IMPACT:

The Adopted Final Budget for Fiscal Year 2012-2013 for Behavioral Health and Recovery Services includes funding in the amount of \$316,679 for the amendment to the Aspiranet agreement for Wraparound Services. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2013-103

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

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 Amendment to Agreement with Aspiranet for Behavioral Health Wraparound Services for Fiscal Year 2012-2013.

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DISCUSSION:

Wraparound is defined as community-based intervention services that emphasize the strengths of the child and family and includes the delivery of coordinated, highly individualized unconditional services to address needs and achieve positive outcomes in their lives. Behavioral Health and Recovery Services is experiencing a need for increased Behavioral Health Wraparound Services to children who are currently residing in a group home or at risk of being placed in a group home because they need a higher level of care, services and supervision due to behavioral or mental issues. On May 22, 2012, the Board of Supervisors approved the agreement with Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation, (Aspiranet) to provide Wraparound services to this target population (Board Order No. 2012-237). Aspiranet has agreed to deliver the additional Wraparound services to qualified candidates in both the Family Maintenance and Adoption Assistance Programs. Behavioral Health and Recovery Services requests approval to amend the current agreement with Aspiranet by increasing the contract maximum in the current fiscal year by a total of \$316,679. The maximum total of this contract for Fiscal Year 2012-2013 would increase to \$1,150,012 from the original total of \$833,333.

As required by the Board of Supervisors, the following table includes a cumulative value of prior contracts with this vendor for the period of July 1, 2010 through June 30, 2013.

Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Mental Health	Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation	Behavioral Health Wraparound Services	\$2,083,333 (7/1/10-6/30/13)	\$316,679 (3/15/13-6/30/13)	\$2,400,012

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

Approval of Amendment to Agreement with Aspiranet for Behavioral Health Wraparound Services for Fiscal Year 2012-2013.

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STAFFING IMPACT:

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

CONTACT PERSON:

Madelyn Schlaepfer, Ph.D., CEAP, Director. Telephone 525-6225.

**AMENDMENT
TO PROVIDER AGREEMENT**

This Amendment is made and entered into in the City of Modesto, State of California, by and between the County of Stanislaus (hereinafter referred to as "County"), and Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation (hereinafter referred to as "Contractor"), effective the date of the last signature, 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 dated July 1, 2012 to provide Wraparound services pursuant to Welfare and Institutions Code (WIC) Section 18250 (SB 163) to serve children who are currently residing in a group home or at risk of being placed in a group home because they need a higher level of care, services and supervision due to behavioral or mental issues; and

WHEREAS, County has experienced an increased need for Wraparound services to qualified candidates in both the Family Maintenance and Adoption Assistance Programs; and

WHEREAS, Contractor has agreed to deliver Wraparound services to qualified candidates in both the Family Maintenance and Adoption Assistance Programs.

NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2012, is amended to increase the contract maximum amount by \$316,679, from \$833,333 to \$1,150,012. This amendment is incorporated into the Agreement as follows:

- I. Exhibit A, Section B.1. of the agreement is deleted in its entirety and replaced with the following:
 1. Contractor will be expected to serve an average of twelve (12) allocated service slots and an additional two (2) slots for Family Maintenance clients and an additional three (3) slots for Adoption Assistance Program clients.
- II. Exhibit A, Section C.1. of the agreement is deleted in its entirety and replaced with the following:
 1. In consideration of CONTRACTOR's provision of services required under this Agreement, County shall reimburse CONTRACTOR on a monthly basis for estimated costs associated with operating the Wraparound Program, not to exceed a total of \$1,150,012 during the term of this Agreement. (GL 5123070)
- III. Exhibit A, Section C.2. of the agreement is deleted in its entirety and replaced with the following:
 2. CONTRACTOR is expected to generate a minimum of \$370,051 in Federal Financial Participation, which is, in part, the basis of funding this Agreement. COUNTY acknowledges that unfilled service allocation slots may reduce the amount of FFP generated by CONTRACTOR. Early and Periodic Screening,

Diagnosis and Treatment (EPSDT) generated as a result of the services delivered under the terms of this agreement is expected to be \$333,046.

IV. Exhibit A, Section C.4. of the agreement is deleted in its entirety and replaced with the following:

4. COUNTY shall reimburse CONTRACTOR monthly at the following rates: a) Monthly from July 2012 through June 2013 at the rate of \$69,444 for the twelve (12) allocated service slots originally in this Agreement. b) Monthly from March 2013 through June 2013 at the rate of \$51,995 for the three (3) Adoption Assistance Program slots. c) Monthly from March 2013 through June 2013 at the rate of \$27,174 for the two (2) Family Maintenance slots. CONTRACTOR shall submit monthly invoices to COUNTY's BHRS Contract Manager, separately stating the billing for the 12 allocated service slots, the 3 Adoption Assistance Program slots and the 2 Family Maintenance slots. COUNTY shall make payment to CONTRACTOR within thirty (30) days from receipt of undisputed CONTRACTOR's invoice.

V. Exhibit A, Section C.7. of the agreement is deleted in its entirety and replaced with the following:

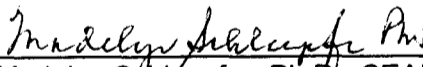
7. Following submission of CONTRACTOR's Cost Report, COUNTY shall reconcile the actual costs in approximately January 2014 with the amount paid to CONTRACTOR by COUNTY. However in no event shall the reconciliation exceed the contract maximum of \$1,150,012. COUNTY net cost under this Agreement shall not exceed \$779,961, which is the CONTRACTOR's actual costs, up to \$1,150,012, less the minimum FFP of \$370,051. Minimum FFP requirements and COUNTY net cost calculations may be modified as agreed to between the parties, if there have been excess unfilled service allocation, AAP or FM slots during the term of this Agreement. CONTRACTOR shall be responsible for repayment to the COUNTY for amounts paid to the CONTRACTOR in excess of the actual costs or for failure to generate the minimum FFP required.

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

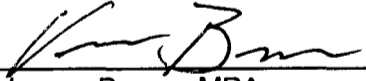
IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) shown below.

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

ASPIRANET

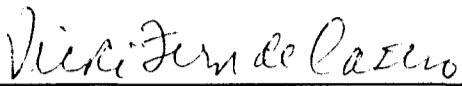


Madelyn Schlaepfer, Ph.D., CEAP 3/19/13 Date
Behavioral Health Director



Vernon Brown, MPA 2/27/13 Date
Executive Director

APPROVED AS TO FORM:
John P. Doering, County Counsel



Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: 2013-103 Date: March 12, 2013