

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

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # \*B-2

Urgent

Routine

*IN*

AGENDA DATE March 25, 2014

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the First Amendment to the Agreement with Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation for the Provision of Wraparound Services for Fiscal Year 2013-2014

STAFF RECOMMENDATIONS:

1. Approve the first amendment to the agreement with Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation for the provision of Wraparound services through the end of Fiscal Year 2013-2014.
2. Authorize the Behavioral Health Director, or her designee, to sign the first amendment to the agreement with Aspiranet for the provision of Wraparound services for the Fiscal Year 2013-2014.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to the agreement with Aspiranet for the provision of Wraparound services to add services and payment for services up to \$75,000, budget permitting, throughout the Fiscal Year 2013-2014.

FISCAL IMPACT:

The Adopted Budget for Fiscal Year 2013-2014 for Behavioral Health and Recovery Services includes funding in the amount of \$312,329 for the first amendment to the Agreement with Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2014-126

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*  
CHRISTINE FERRARO TALLMAN, Clerk

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

**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 (BHRS) 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 21, 2013, 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. 2013-251). 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 \$312,329. The maximum total of this contract for Fiscal Year 2013-2014 would increase to \$1,462,341 from the original total of \$1,150,012.

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. For this reason, the department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments, when necessary, up to \$75,000 to the agreement with Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation for Wraparound services without further action by the Board of Supervisors, throughout Fiscal Year 2013-2014.

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, 2011 through June 30, 2014.

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, Inc.	Wraparound Program	\$2,400,012 (7/1/11-6/30/13) \$1,150,012 (7/1/13-6/30/14)	\$312,329 (7/1/13-6/30/14)	\$3,862,353

Approval of the First Amendment to the Agreement with Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health, a California Non-profit Corporation for the Provision of Wraparound Services for Fiscal Year 2013-2014  
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**POLICY ISSUE:**

Approval of this request 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.

**STAFFING IMPACT:**

Existing BHRS staff is available to manage the Aspiranet Wraparound contract. No additional staffing is necessary to administer the amendment to the Aspiranet Wraparound contract.

**CONTACT PERSON:**

Madelyn Schlaepfer, Ph.D., Director. Telephone 525-6205.

**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, 2013 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 additional Wraparound services to qualified candidates in both the Family Maintenance and Adoption Assistance Programs.

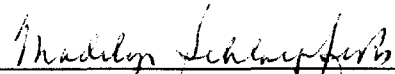
NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2013, is amended to increase the contract maximum amount by \$312,329 from \$1,150,012 to \$1,462,341. This amendment is incorporated into the Agreement as follows:

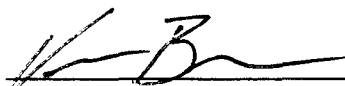
- I. Exhibit A is deleted in its entirety and replaced with a Revised Exhibit A to incorporate the additional Family Maintenance and Adoption Assistance Program service slots, to increase the contract maximum amount and to increase the minimum Medi-Cal Federal Financial Participation amount.
- II. The Revised Exhibit A is attached to this amendment.
- III. 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.

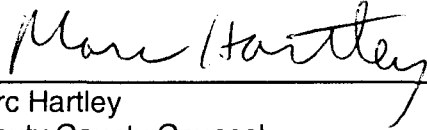
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**ASPIRANET**

  
\_\_\_\_\_  
Madelyn Schlaepfer, Ph.D., CEAP      Date  
Behavioral Health Director      4-1-14

  
\_\_\_\_\_  
Vernon Brown, MPA      Date  
Executive Director      2/25/14

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



Marc Hartley  
Deputy County Counsel

BOS Action Item: 2014-126 Date: March 25, 2014

**Wraparound Program**  
**RU: 50528 – SubUnit 1006**

**A. SERVICES**

1. CONTRACTOR shall provide Wraparound Program services to eligible children/youth and families who are currently placed in Rate Classification Level (RCL) 10-14 group homes and/or are at risk of placement in a RCL 10-14 group home.
2. CONTRACTOR shall provide services in accordance with the Stanislaus County California Wraparound Plan, which was approved by the Stanislaus County Board of Supervisors on June 29, 2010, hereby incorporated into the Agreement as Exhibit E.
3. CONTRACTOR shall hire, train and retain experience and competent staff at the ratios specified in Contractor's proposal to RFP 10-33-SAS.

**B. PERFORMANCE OUTCOMES**

1. CONTRACTOR is expected to serve an average of twenty-two (22) service allocation slots, as follows:
  - a. Twelve (12) Foster Care (FC) service slots
  - b. Six (6) Adoption Assistance Program (AAP) service slots
  - c. Four (4) Intensive Family Maintenance (IFM) service slots
2. CONTRACTOR is expected to participate in regular meetings, including, but not limited to, the Oversight Lead Team and Wraparound Steering Committee meetings.
3. CONTRACTOR is expected to work closely with the Oversight Lead Managers, Review Team and Wraparound Steering Committee in reporting, monitoring and evaluating the following areas:
  - a. Cost effectiveness
  - b. Family functioning
  - c. Prevention of placements in more restrictive environments
  - d. Improvement of emotional and behavioral adjustments
  - e. School attendance
  - f. Academic performance
  - g. Parent/caregiver/youth satisfaction
  - h. Improvement in family involvement in planning
  - i. Maintaining Wraparound principles
4. CONTRACTOR is expected to utilize the Wraparound Fidelity Assessment System (WFAS) to assist monitoring for compliance and adherence to program philosophy.

**C. BILLING AND PAYMENT**

1. COUNTY shall reimburse CONTRACTOR for services delivered under the terms of this Agreement from the following funding source(s): 2011 Realignment, 1991 Realignment and Medi-Cal funds.
2. In consideration of CONTRACTOR's provision of services required under this Agreement, COUNTY shall reimburse CONTRACTOR an amount not to exceed the Contract Maximum of \$1,462,341 (GL 5123090) for salaries, benefits and other operating costs.
3. CONTRACTOR shall invoice COUNTY monthly for the services delivered in the previous month, under the terms of this Agreement, including any "supplemental services". "Supplemental services" are defined as services that are valid and billable under the terms of this Agreement, that are entered into the database late. CONTRACTOR shall separately state the billing for the 12 Foster Care slots, the 6 Adoption Assistance Program slots and the 4 Family Maintenance slots.
  - 3.1 Unless Section 3.2 below applies, the monthly invoice shall be equal to the monthly program costs for delivering all the services required by this Agreement. The CONTRACTOR shall provide a monthly expenditure report to accompany the invoice in support of the program costs on the invoice.
  - 3.2 The CONTRACTOR shall calculate the cost for delivering only the Medi-Cal billable services by applying a rate agreed to by the parties to the monthly Medi-Cal units of service provided by the CONTRACTOR under the terms of this Agreement. This shall be called the "Interim Cost". In the event this "Interim Cost" amount is greater than the Program Costs for delivering all the services required by this Agreement, Section 3.1 above, CONTRACTOR shall use the "Interim Cost" calculated in this Section on the monthly invoice. CONTRACTOR shall provide a document showing the calculation in this Section with each monthly invoice, whether this calculation is larger than the amount in Section 3.1 or not.
4. COUNTY shall reimburse CONTRACTOR for any undisputed invoices, which COUNTY and CONTRACTOR agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt. CONTRACTOR agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. CONTRACTOR understands that the maximum amount to be paid by the COUNTY during the term of this Agreement is \$1,462,341. CONTRACTOR shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.
5. COUNTY and CONTRACTOR shall reconcile the invoiced units of service to the approved units of service on a semi-annual basis.

6. CONTRACTOR shall provide COUNTY a quarterly projection of annual expenditures. In the event projected annual expenditures are to be less than the Contract Maximum, the rate used to calculate the monthly invoices may be modified to reflect the reduced cost of providing the required services.
7. CONTRACTOR is expected to generate a minimum of \$507,128 in Medi-Cal Federal Financial Participation (FFP), which is in part the basis for funding this Agreement. The Net County Cost for the provision of services under the terms of this Agreement shall be \$955,213, which is calculated by subtracting the FFP of \$507,128 from the Contract Maximum of \$1,462,341. COUNTY acknowledges that unfilled service allocation slots may reduce the amount of FFP generated by CONTRACTOR.

	Foster Care	AAP	Intensive FM	Total
Contract Maximum	\$833,333	\$415,964	\$213,044	\$1,462,341
FFP	\$296,140	\$147,820	\$63,168	\$507,128
Net County Cost	\$537,193	\$268,144	\$149,876	\$955,213

8. FFP revenue projections are based on a mutually agreed percentage of approved and authorized Medi-Cal units of service. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by COUNTY and CONTRACTOR during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, CONTRACTOR shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.
9. CONTRACTOR shall submit an annual Cost Report to COUNTY, and COUNTY shall settle to the CONTRACTOR's actual costs of delivering the services during the term of this Agreement in approximately January 2015. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.
10. CONTRACTOR shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the COUNTY Electronic Health Record (EHR).
11. Service allocation slots in this Agreement shall be interpreted to mean the average daily number of clients receiving services under the terms of this Agreement. In the event one (1) or more service allocation slots in the program are not filled for more than thirty (30) consecutive days, the contract maximum amount and/or monthly rate may be adjusted as agreed between both parties by amendment to this Agreement.

**D. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.