

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 16-048**

This Amendment to BOS Agreement No. 16-048 is entered into this 18th day of October, 2016, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Willow Glen Care Center, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 16-048 was entered into on June 21, 2016; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Willow Glen Care Center, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, Mendocino County Behavioral Health and Recovery Services (BHRS) wants to add Sequoia Psychiatric Treatment Center (SPTC) and Redwood Creek to the original Agreement.

NOW, THEREFORE, we agree as follows:

Amount of Agreement: The amount set out in the original BOS Agreement No. 16-048 will be changed from \$400,000 to \$1,800,000.

Scope of Work: The Scope of Work set out in the original BOS Agreement No. 16-048 has been altered and a new Scope of Work, Exhibit A, is attached herein.

Payment Terms: The Payment Terms, Exhibit B, set out in the original BOS Agreement No. 16-048 has been altered and a new Exhibit B is attached herein.

Attachment: A new attachment (Attachment 1) regarding Title 9 Documentation Standards has been added and is attached herein.

Expected Outcome of Amendment: The County will have additional residential placement options for BHRS clients.

All other terms and conditions of BOS Agreement No. 16-048 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: 
Jenine Miller, HHSA Assistant Director/
Behavioral Health Director

Date: 9/18/16

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHAS-75

Grant: ☐ Yes ☒ No

Grant No.:

CONTRACTOR/ COMPANY NAME

Rv:

PLEASE SEE ATTACHED SIGNATURE
PAGE FOR CONTRACTOR SIGNATURE.

Date: _____


NAME AND ADDRESS OF CONTRACTOR:

Willow Glen Care Center

1547 Plumas Ct.

Yuba City, CA 95991

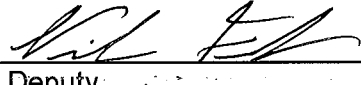
COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: OCT 18 2016

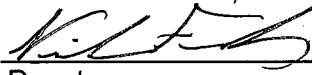
ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:  Date: OCT 18 2016
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By:  Date: OCT 18 2016
Deputy

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by
his/her signature on this Agreement, he/she or
the entity upon behalf of which he/she acted,
executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: 
Deputy

Date: 9/21/16

FISCAL REVIEW:

By: 
Deputy CEO/Fiscal

Date: 9-28-16

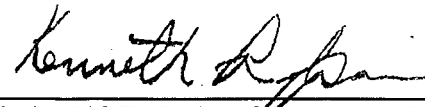
INSURANCE REVIEW:

By: 
ALAN D. FLORA, Risk Manager

Date: 9-28-16

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: 
CARMEL J. ANGELO, Chief Executive Officer

Date: 9-28-16

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 16-101

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:**

By: _____
Jenine Miller, HHSA Assistant Director/
Behavioral Health Director

Date: _____

Budgeted: ☒ Yes ☐ No
Budget Unit: 4050
Line Item: 86-3162
Org/Object Code: MHAS-75
Grant: ☐ Yes ☒ No
Grant No.: _____

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

INSURANCE REVIEW:

By: _____
ALAN D. FLORA, Risk Manager

Date: _____

CONTRACTOR/COMPANY NAME

By: _____
Signature

Printed Name: Jeff Payne

Title: Chief Operating Officer

Date: 9/16/16

NAME AND ADDRESS OF CONTRACTOR:

Willow Glen Care Center
1547 Plumas Ct.
Yuba City, CA 95991

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by
his/her signature on this Agreement, he/she or
the entity upon behalf of which he/she acted,
executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:
KATHARINE L. ELLIOTT, County Counsel

By: _____
Deputy

Date: _____

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 16-101

EXHIBIT A
DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

The Willow Glen Care Center (WGCC) operates 24-hour residential care facilities for adults and the elderly with mental health conditions, including a licensed 60 bed Residential Care Facility for the Elderly and a licensed ~~56~~ **40** bed Adult Residential Facility, in Yuba City, California. The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. The Center specializes in serving elderly and adults with severe and persistent mental health conditions. Willow Glen Care Center is operated by a nonprofit, 501(c)(3) corporation in California.

The Center's facilities provide specialized residential care programs with a primary focus of continuous diagnostic assessment of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. Included are four distinct programs within the facility that specialize in providing program elements to meet the individual needs of each resident. Willow Glen Care Center coordinates with County Mental Health Agencies or other community mental health providers to ensure that residents are placed in the program which best matches the resident's physical and mental health needs.

This is a fee for service contract with no minimum beds reserved. All services provided will be in accordance with the following description of services. All referrals will come from or be approved by a Mendocino County BHRS Director ~~Staff Person for~~ **or designee** for reimbursement.

1. Programs:

- A. Intensive Residential Care Program - (IRC) Program is a 40-bed program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill elderly and adults who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to those residents who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program, Institution for Mental Diseases (IMD) or State Hospital.
 - a. The IRC Program provides intensive staff supervision, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for transition to a lower level of care.

EXHIBIT A-PAGE 2

- b. The primary objective of the IRC Program is to assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
 - c. Residents in the IRC program are reviewed weekly by the multidisciplinary team to determine the resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate.
 - d. The Willow Glen Program is designed to meet the unique needs of both long-term residents who require intermediate physical and mental health care and those residents who are actively progressing to a lower level of care. The program will offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting. Continuous assessment of the long-term resident's needs will be provided with an emphasis on the support necessary to assist the resident toward stabilization and successful functioning in the least restrictive environment possible.
 - e. Residents who have stabilized their condition will be encouraged to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program incorporates principles of wellness and recovery to enhance the resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.
 - f. Residents will be assessed monthly and reviewed by the interdisciplinary treatment team with a recommendation for transition to a lower level of care when indicated.
- B. The Golden Beginnings program is a 20-bed program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with chronic mental illness and dementia. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly to recognize and cope with the challenges of aging with dementia and mental illness while preserving the residents' personal sense of dignity.

EXHIBIT A-PAGE 3

- a. Golden Beginnings will address these specific issues by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. Era-familiar decor is utilized to stimulate cognitive functioning and create a sense of belonging and diminish feelings of alienation that come with aging. Access to adaptive equipment and techniques that allow the resident to maintain independence will be available to minimize the decline of physical abilities. Medication management, dietary management and health monitoring are followed closely by the multidisciplinary treatment team to ensure the needs of the elderly resident are met.
- C. The Rosewood Program is a 40-bed adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on returning residents to their communities into lower levels of care.
- a. The program combines psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning, including assisting residents to better manage their mental illness, make informed decisions about their treatment, pursue their own goals for recovery, and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.
 - b. The program offers structure, support and guidance for the needs of each resident and values and encourages resident involvement in the management of their mental health condition and overall well-being. Residents participate in a wide range of regularly scheduled strength-based groups and activities that prepare them to move back into their communities or to improve overall functioning.
- D. **Sequoia Psychiatric Treatment Center (SPTC) is a Medi-Cal Certified locked, 16-bed Mental Health Rehabilitational Center. The Center provides a client driven, clinician supervised rehabilitational program model that will assist the client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements. The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. Documentation standards for Medi-Cal mental health services shall meet the CCR Title 9, Chapter 3.5, Sections 784.27, 784.28, 786.10 and 786.15 (see attachment 1).**

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E. Redwood Creek is a Residential Care Facility for the elderly in Willits, California. The facility is licensed by the Community Licensing Division of the California Department of Social Services. The Center specializes in serving voluntary and conserved adults with severe and persistent mental health conditions. The purpose of the Redwood Creek program is to provide program resources, interventions and support necessary to assist the client toward stabilization, recovery and successfully function in the least restrictive environment possible. Redwood Creek program offers a variety of activities which include but are not limited to:

- i. Crisis Prevention**
- ii. Psychopharmacologic Medication Evaluation and Management**
- iii. Wellness and Recovery Services**
- iv. Medical Service Referral**
- v. Community/Peer Support Groups**
- vi. Client Advocacy**
- vii. Community Reintegration**
- viii. Therapeutic Community**
- ix. Planned Activities**
- x. Daily Living Skills**
- xi. Program Management**

- a. Clients will be reviewed monthly or more often as needed by the interdisciplinary team with a recommendation for transition to a lower level of care when indicated.**
- b. Clients will be discharged from this facility when they have successfully completed their recovery plan and meet a lower level of care criteria or when the client needs a higher level of medical or psychiatric care. Conserved clients will be discharged in consultation and approval of both the Mendocino County Public Guardian and Mendocino County Behavioral Health and Recovery Services Director or designee.**

- 2. Treatment progress is reviewed at least monthly, or more often as necessary, by the treatment team, the resident's guardian and county case management to determine ongoing service necessity. When appropriate the treatment team may recommend and coordinate with the guardian and county mental health agency for the resident's transfer from one program to another at the Center in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.**

EXHIBIT A-PAGE-5

- 3. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires approval of BHRS Director or designee.**
 4. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR; COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a 45-day written notice.
 5. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
 6. This agreement may be terminated by either party without cause upon 45 days written notice to the other party.
- [END OF DEFINITION OF SERVICES]**

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

Daily **Residential** rate for:

Willow Glen Care Center \$130

Redwood Creek \$130

Sequoia Psychiatric Treatment Center (Medi-Cal Certified Facility) \$300

- Billing CPT code for Non Medi-Cal: 8050

- Billing CPT code for Medi-Cal: H0019

1. The CONTRACTOR must have an active Medi-Cal certification from Department of Health Care Services (DHCS).
2. CONTRACTOR must follow all DHCS Medi-Cal reimbursement requirements.
3. Ancillary fee of \$100/day for required one-to-one client supervision to prevent hospitalization, injury and property damage. Pre-authorization by the COUNTY is required. Ancillary fee to be identified on monthly invoice (**Not Medi-Cal reimbursable**).
4. CONTRACTOR will submit client notes with invoices on a monthly basis to the COUNTY. **Itemized invoice by Provider Site, Client, Date of Service, CPT Code and rate.**
5. Billing for services are expected to be completed on a monthly basis on the Personal Services Contract Claim Form incorporated herein **or County approved invoice**, and must occur within sixty (60) days of service provision. Billings for services beyond the 60-day period will not be honored.
6. CONTRACTOR shall comply with MHP, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings. CONTRACTOR and MHP shall each be responsible for any audit exceptions or disallowances on their part. MHP shall not withhold payment from CONTRACTOR for exceptions or disallowances for which the MHP is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).
7. If Cost Report Settlement is required, CONTRACTOR shall complete the Cost Report in a reasonable time. Payment shall be required by MHP or CONTRACTOR within sixty (60) days of Settlement or as otherwise mutually agreed.

The compensation payable to CONTRACTOR hereunder shall not exceed \$400,000 \$1,800,000 for the term of this Agreement.

[END OF DEFINITION OF SERVICES]

Documentation Standards
From CCR Title 9

Sequoia Psychiatric Treatment Center (Mental Health Rehabitational Center)

Definition (§782.34)

Mental health rehabilitation center means a 24-hour program, licensed by the Department, which provides intensive support and rehabilitation services designed to assist persons, 18 years or older, with mental disorders who would have been placed in a state hospital or another mental health facility to develop the skills to become self-sufficient and capable of increasing levels of independent functioning.

Service Activities

Documentation will demonstrate medical necessity that level of placement is the least restrictive environment for mental health diagnosis and functioning. (§784.26)

An initial written assessment, signed by a licensed mental health professional, is completed within 15 days of admission unless a similar assessment was done within 30 days prior to admit. The initial assessment identifies the following: Health & Psychiatric History, Psychosocial Skills, Social Support Skills, Current psychological, educational, vocational and other functions needs &/or limitations, Medical Needs, Self-Control & Symptom Management. (§784.27 and 784.28)

An Individual Service plan is completed within 30 days of admission by Program Director or a licensed mental health professional that includes: statement of specific treatment/rehab needs and goals, the services to be provided are documented, the objectives are measurable, and identification of the staff responsible for each provision of service. The Individual Service Plan is reviewed by staff and client at least monthly to review progress towards goals and anticipated length of stay needed. The Individual Service Plan is updated at least quarterly with a summary of progress, appropriateness of identified needs, client goals and objectives and success of the plan. (§786.15)

Structured day and evening services shall consist of, at a minimum, an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each client, and shall be available seven (7) days a week. Services shall include, but not be limited to: psychiatric & psychological, Individual and group counseling or therapy, crisis intervention, learning disability assessment & education services, pre-vocational and vocational counseling, development of independent living skills, self-help and social skills, and community outreach to link with other support and service systems, including family. (§786.10)

Documentation must include weekly progress notes describing client's progress towards treatment goals contained in the Individual Service Plan. (§786.15)