



**COUNTY OF DEL NORTE**  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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**BOARD REPORT**

**DATE:** March 1, 2016

**AGENDA DATE:** March 8, 2016

**TO: DEL NORTE COUNTY BOARD OF SUPERVISORS**

**ORIGINATING DEPARTMENT:** Barbara Pierson, Director *BAI*  
Health and Human Services

**SUBJECT:** Adult Community Residential Care Services

**RECOMMENDATION FOR BOARD ACTION:**

Approve and authorize the Chair to sign the First Amendment to the Agreement with Willow Glen Care Center (Agreement #2015-132) in Yuba City, CA for Adult Community Residential Care Services for the period July 1, 2015 to June 30, 2016, not to exceed \$246,000.

**DISCUSSION/SUMMARY:**

The Department of Health and Human Services, Mental Health Branch (MHB) utilizes several facilities for the treatment of adults when the severity of their mental illness requires 24 hour ongoing care. Willow Glen Care Center offers the appropriate level of care and supervision in a locked facility whenever certain adults under Lanterman Petris Short (LPS) Conservatorship are required to be placed in a long-term care facility. Also, the contractor is a certified Medi-Cal provider for day treatment services, thus augmenting the MHB's contribution to the program. The rates range from \$110 to \$150 per client per day depending on how many residents are present at the facility.

The First Amendment is necessary due to an unanticipated and increased utilization of the facility's services.

**ALTERNATIVES:**

Do not approve First Amendment and secure alternative plans.

**FINANCING:**

Realignment or FFP (Medi-Cal) Funds in DHHS FY 15-16 account #123-418-30423. No County General Funds required.

**CHILDREN'S IMPACT STATEMENT:**

This action meets all five of the outcome measures for children in Del Norte County: 1) Children ready for and succeeding in school; 2) Children and youth are healthy and preparing for adulthood; 3) Families are economically self-sufficient; 4) Families are safe, stable and nurturing; and 5) Communities are safe and provide a high quality of life.

**OTHER AGENCY INVOLVEMENT:**

None

**SIGNATURES REQUIRED:**

Chair, Board of Supervisors; Clerk of the Board

**ADMINISTRATIVE SIGN-OFF:**

AUDITOR:

COUNTY ADMINISTRATIVE OFFICER: Jay Sarina, YES

COUNTY COUNSEL: Elizabeth Cable, Yes

PERSONNEL:

OTHER DEPARTMENT:

**FIRST AMENDMENT FOR COMMUNITY RESIDENTIAL CARE SERVICES WITH  
WILLOW GLEN CARE CENTER**

This FIRST AMENDMENT ("Amendment") to the Agreement for Community Residential Care Services (Del Norte County Agreement 2015-132) is made between the County of Del Norte, a political subdivision of the State of California ("COUNTY"), and Willow Glen Care Center ("CONTRACTOR"), and in mutual agreement hereby amended as follows:

As of July 1, 2015 this First Amendment, Attachment B of the original Agreement (2015-132) is modified to read in its entirety as follows:

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.**

**B.1.a.** COUNTY shall pay CONTRACTOR a contract fee not to exceed ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00) per client per day when one to fifty-nine clients are present, and ONE HUNDRED THIRTY DOLLARS AND NO CENTS (\$130.00) when sixty to seventy-nine clients are present and ONE HUNDRED AND TEN DOLLARS AND NO CENTS (\$110.00) when eighty to one hundred clients are present at Willow Glen.

**B.1.b.** COUNTY shall reimburse CONTRACTOR for ancillary Services when a client requires continuous supervision and monitoring for the safety of the client and others. Ancillary Fee shall be \$100 per client per day. Any or all Ancillary Services shall be pre-approved in writing by COUNTY and identified on the monthly invoice.

**B.1.c.** CONTRACTOR shall submit requests for payment in a format approved by the County Auditor-Controller after completion of Services or no later than the tenth (10th) day of the month following provision of Services.

**B.1.d.** In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed TWO HUNDRED AND FORTY SIX THOUSAND DOLLARS AND NO CENTS (\$246,000.00) per fiscal year without an amendment in writing to this Agreement approved by the Del Norte County Board of Supervisors.

**B.1 e.** COUNTY shall pay CONTRACTOR for the board and care portion of those clients who are not eligible for SSI Medicare. Reimbursement to the provider will not exceed the current established SSI Medicare rates.

**B.2 TRAVEL COSTS.**

COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Agreement Provision 8) and then COUNTY shall pay COUNTY per diem rates in effect on the date of invoice upon presentation of invoices.

**B.3 AUTHORIZATION REQUIRED.**

COUNTY shall not pay for Services performed by CONTRACTOR and not authorized in this Agreement. COUNTY shall make payment for additional services to CONTRACTOR if, and only if, both parties in advance of performing additional services amend this Agreement.

There shall be no other changes to the Agreement dated July 1, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on this

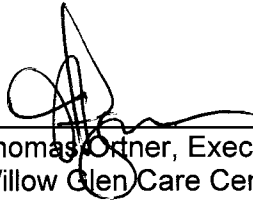
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

"COUNTY"

"CONTRACTOR"

COUNTY OF DEL NORTE

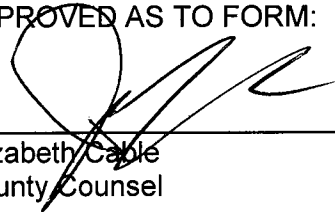
\_\_\_\_\_  
Gerry Hemmingsen, Chair  
Board of Supervisors

  
\_\_\_\_\_  
Thomas Orner, Executive Director  
Willow Glen Care Center

ATTEST:

\_\_\_\_\_  
Kylie Heriford  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elizabeth Cable  
County Counsel