RESOLUTION - ACTION REQUESTED 2015-354

MEETING: July 14, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: CF Merced LLC First Amendment for Inpatient Residential Services

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to the CF Merced LLC Agreement to Provide Psychiatric Inpatient Services for Mariposa County Behavioral Health Increasing the Not to Exceed Amount by $8,000, and Authorize the Board of Supervisors Chair to Sign the Amendment.

The CF Merced LLC Agreement has a contract term running from July 1, 2014 to June 30, 2015 with a not to exceed amount of $60,000. This Amendment will adjust the rates to match current 2014-15 charges and increase the amount of the original contract by $8,000 for a total not to exceed amount of $68,000.

To continue providing psychiatric inpatient services to Mariposa County Behavioral Health clients, it is necessary to increase the contract amount by $8,000 to in order meet ongoing clients' needs.

Funding Source: This item is funded through Program Realignment funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for this facility was approved by the Board on August 12, 2014, by Resolution Number 2014-415.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Behavioral Health will be unable to pay costs for one client currently placed at CF Merced LLC.

FINANCIAL IMPACT:
There is currently enough Funds in the 001-0402 Budget category 04 where the current Contract with CF Merced LLC is paid from to cover this Amendment.

ATTACHMENTS:
CF Merced LLC 1st Amendment 2015 V2 (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
FIRST AMENDMENT TO CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT FOR SERVICES is made and entered into this 14th day of July 2015, by and between Mariposa County Human Services Department, hereinafter referred to as “COUNTY” and CF Merced LLC, hereinafter referred to as “CONTRACTOR.”

WHEREAS, COUNTY and CONTRACTOR have heretofore entered into an agreement dated July 1, 2014 wherein CONTRACTOR agreed to provide residential care in a locked Psychiatric Skilled Nursing Facility for the Mariposa County Human Services’ Behavioral Health unit; and

WHEREAS, COUNTY and CONTRACTOR desire to amend said contract to change the maximum compensation to be provided to CONTRACTOR;

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 4.01 “Compensation,” is hereby amended to provide that an additional Eight Thousand Dollars ($8,000) will be added to the original contract maximum of Sixty Thousand Dollars ($60,000), making the total compensation paid to CONTRACTOR the not to exceed amount of Sixty-Eight Thousand Dollars ($68,000). CONTRACTOR further acknowledges that all amounts for the tasks completed to date have been fully paid by COUNTY.

2. Except as herein amended, the agreement dated July 1, 2014 shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

“COUNTY”
COUNTY OF MARIPOSA:

MERLIN JONES, CHAIR Date
Mariposa County Board of Supervisors

“CONTRACTOR”
CF Merced LLC
Db a Merced Behavioral Center
1255 “B” Street
Merced, CA 95341

Signature/Title Date

ATTEST:

RENE LAROCHE 7-15-14
Clerk of the Board

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

STEVEN W. DAHLEM 2-15-15
County Counsel