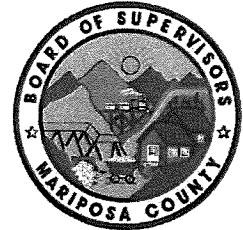


MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-539

MEETING: September 28, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: Third Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

RECOMMENDATION AND JUSTIFICATION:

Approve the Third Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by \$42,000 to a New Amount Not to Exceed \$197,000, for Terms of July 1, 2020 through June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement for this facility was approved by the Board on August 25, 2020 by Resolution Number 2020-517.

The Board of Supervisors approved the First Amendment on December 22, 2020 by Resolution Number 2020-742.

The Board of Supervisors approved the Second Amendment on April 6, 2021 by Resolution Number 2021-164

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this amendment is not approved, Mariposa County would be delinquent in meeting financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHS) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:

This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:

CF Merced LLC Agreement 2021 - Wsignature (PDF)
1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (PDF)

**Second Amendment - CF Merced Agreement 2021 Wsignatures Res #2021-164
(PDF)**

Third Amendment - CF Merced Agreement 2021v3 (PDF)

Third Amendment - Exhibit B CF Merced 2021v2 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

THIRD AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES, is made and entered into this 28th day of Sept. 2021, by and between the County of Mariposa, a political subdivision of the State of California, 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 August 25, 2020, wherein **Contractor** agreed to provide inpatient residential services; and

WHEREAS, **County** and **Contractor** have heretofore entered into a First Amendment dated December 22, 2020, wherein the compensation was increased from \$80,000 to \$140,000;

WHEREAS, **County** and **Contractor** have heretofore entered into a Second Amendment dated April 6, 2021, wherein the compensation was increased from \$140,000 to \$155,000;

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

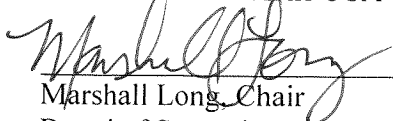
1. Paragraph 2, "COMPENSATION" and Exhibit B, "COST PROPOSAL" are hereby amended to provide that an additional \$42,000 will be added to the amended amount of \$155,000, making the total compensation paid to **Contractor** the not to exceed amount of \$197,000.

Except as herein amended, the Agreement dated August 25, 2020, the First Amendment dated December 22, 2020, and the Second Amendment dated April 6, 2021, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2021, without there having been any interruption of the Agreement whatsoever.

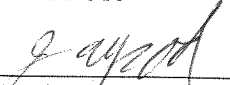
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA




Marshall Long, Chair
Board of Supervisors

CONTRACTOR



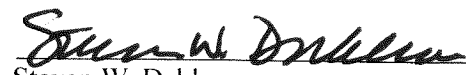
Kelly Stephens, Chief Financial Officer
CF Merced, LLC *Jeri Alford*
Administrator

COUNTERSIGNED:
(Government Code §25103)



Tracy Dautlein, Deputy
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:



Steven W. Dahlem
County Counsel

Third Amendment - Exhibit B
COST PROPOSAL

Daily Rate: \$204.94

Patch Rate: \$250.00

Bed Hold Rate: \$196.59

(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed \$197,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.