

**AMENDMENT NO. 2 TO THE PERSONAL SERVICES CONTRACT WITH GRANITE
WELLNESS CENTERS (RES 19-471; RES 19-612)**

THIS AMENDMENT No. 2 is dated this 28th day of April 2020 by and between GRANITE WELLNESS CENTERS, hereinafter referred to as “CONTRACTOR” and COUNTY OF NEVADA, hereinafter referred to as “COUNTY”. Said Amendment No. 2 will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on August 27, 2019 per Resolution No. 19-471 and again on December 17, 2019, per Resolution No. 19-612.

WHEREAS, the Contractor provides Perinatal and non-perinatal Outpatient Drug Free Treatment (ODF) and Intensive Outpatient (IOT) Treatment Services for substance abuse using pregnant and/or parenting women, men and adolescents; Comprehensive Residential Treatment Program Services for the recovery of alcohol/drug dependency; and Substance Abuse Prevention and Treatment Services to residents of Nevada County for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the Parties desire to amend their prior Agreement to add an alternate payment mechanism for services provided March through June 2020 due to impacts of the Coronavirus and amend Exhibit “B” Schedule of Charges and Payments, to reflect the alternate payment mechanism.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment No. 2 shall be effective as of March 1, 2020..
2. That Exhibit “B”, “Schedule of Charges and Payments”, shall be amended and replaced, as set forth in the amended Exhibit “B” attached hereto and incorporated herein.
3. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Heidi Hall
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
Ariel Lovett
Executive Director/CEO

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

**EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
GRANITE WELLNESS CENTERS**

For satisfactory performance of services as outlined in Exhibit “A”, the County shall reimburse the Contractor a sum not to exceed the maximum contract price of \$1,973,284.

The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Summary of Compensation:

SAPT Perinatal Services	\$50,000
Prevention Services	\$53,074
Outpatient and Residential Substance Use Disorder Services Including Drug Medi-Cal (for BH and DSS referred participants)	\$1,314,520
SABG Funded Recovery Residences	\$150,000
Interim Services	\$12,000
Drug Testing	\$12,000
Adult Drug Court	\$106,856
Probation Referred Participants (including DMC)	\$70,000
CBTH Funded Services	\$103,000
RHOP Funded Services	\$86,834
Prop 47 Funded Services	\$15,000
Total Maximum Compensation	\$1,973,284

SAPT Perinatal Services: \$50,000

Outpatient, Residential Treatment, Withdrawal Management and Case Management services provided to Non Drug Medi-Cal Perinatal clients shall not exceed \$50,000. Use below listed rates for Drug Medi-Cal.

Prevention Services: \$53,074

I Information/Presentations	\$10,000
II Drop-In	
III A. Adolescent Diversion/ADAPT	\$ 20,000
B. Supported Therapeutic Options Program/SIP	\$ 6,907
IV Adult Services Prevention	\$16,167

Contractor shall submit monthly invoices for Prevention Services containing the total fund allocation amount with identified individual funds, charges and current balances. The monthly invoice for Prevention Services shall not exceed 1/12 of the total contracted amount for Prevention Services unless approved by the Director of Behavioral Health.

Outpatient, Intensive Outpatient, Case Management, Physician Consultation, Withdrawal Management, Residential Services, Recovery Services \$1,314,520

Except where Share of Cost as defined in Section 50090 of Title 22, California Code of Regulations is applicable, Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Contractor shall not charge fees to beneficiaries for access to, or admission to Contractor's Drug Medi-Cal Treatment slot.

Reimbursement Rates for Drug Medi-Cal Substance Abuse Program Services:

- A) Reimbursement for outpatient drug free treatment services shall be based on the lowest of the following:
- 1) The Contractor's usual and customary charge to the general public for the same or similar services;
 - 2) The Contractor's allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
 - 3) The Drug Medi-Cal (DMC) Rate for Fiscal Year 2018/19.

The current DMC rates are:

Service	Drug Medi- Cal Rate per Unit of Service (1 UOS = 1 minute)
Outpatient Drug Free	\$1.66 (\$24.89 per 15 minutes)
Intensive Outpatient (IOT)	\$1.74 (\$26.14 per 15 minutes)
Recovery and Case Management Services	\$1.27 (\$19.11 per 15 minutes)
Physician Consultation	\$5.13 (\$77.02 per 15 minutes)
Residential 3.1, 3.5 & Withdrawal Management	\$140 per day (includes room and board) <i>This cost remains the same for men and women without children. For women with children at Grass Valley Campus - Residential, there is an additional \$30/ per day for the cost of the 1st child, and an additional \$20/ per day cost for the second child, with a maximum of two children per client, or up to \$50. County shall be billed only for those days County client was a resident in one of the Contractor's programs.</i>

- B) Drug-Medi-Cal payments shall be made in the amount of the total Contractor's claim minus amount of denied services. County will provide Contractor with the amount of denials received for prior months' services, as identified on documents received from the State. Contractor will make adjustment for denials on their next submitted invoice.

Contractor shall provide delineated invoicing and tracking for clients receiving treatment for alcoholism or a polysubstance disorder that includes alcoholism as well as for Probation, CalWORKS and Child Protective Services referred clients.

SABG Funded Recovery Residences \$150,000

For Recovery Residences Services, Contractor shall be reimbursed at the rate of \$675 per month (\$22.50 daily) for each authorized individual. County shall be billed only for those days the County authorized client was a resident in said program. For stays less than thirty (30) days, rates shall be prorated.

Interim Services \$12,000

For interim services to cover gaps in insurance coverage, Contractor shall bill at the above mentioned Drug Medi-Cal rates, not to exceed \$12,000.

Drug Testing: \$12,000

The rate charged for clients under this Agreement shall be \$20 per test for each standard test that will include screening for:

1. THC;
2. Amphetamines and Methamphetamines;
3. Cocaine;
4. Morphine and Morphine based drugs, including adulteration screening.

\$5 per additional substance tested for or substituted for another of the base 4 above.

\$20 per test for ETG (72 hr. Alcohol) test

\$20 Breath Alcohol Testing- by DOT approved device and certified Technician

Adult Drug Court: \$106,856

Rates for services will be the same for Adult Drug Court and Behavioral Health authorized clients. See DMC rates listed above for these services. In addition, the below services and rates apply to Adult Drug Court authorized clients only:

- **Court Attendance and Consultation** \$50/hour
- **Assessments:** \$250 for non Medi-Cal clients
- **Ancillary Services:** Vary; as charged to public. Typical fees are:
 - **Smoking Cessation Classes:** \$25 per session.
 - **Lifeskills & Literacy:** \$25 per session.
 - **DUI:** State established fees \$250 to \$1700 depending on required program
 - **Parenting** (Incredible Years or Parent Project) \$150/person
- **Recovery Residence (Transitional/Supportive Housing):** \$675 per month \$22.50 daily) for each authorized individual. County shall be billed only for those days the County authorized client was a resident in said program. For stays less than thirty (30) days, rates shall be prorated.
- Provision of nutrition counseling and nutrition monitoring services, food, sundry necessities and household items including bed linens and towels: Contractor shall be reimbursed at an amount not to exceed \$250 per month for each Recovery Residences individual authorized for this service.

Probation Referred Clients: \$70,000

Outpatient, Residential Treatment, Withdrawal Management, and Case Management service, provided to clients referred from County Probation Department funded through this contract are not to exceed \$70,000. Rates for services will be the same for Probation and Behavioral Health authorized clients. See rates listed above for these services. In addition, the below services and rates apply to Probation authorized clients only:

- **Assessments:** \$250 for non Medi-Cal clients
- **Ancillary Services:** Vary; as charged to public. Typical fees are:
 - **Smoking Cessation Classes:** \$25 per session.
 - **Lifeskills & Literacy:** \$25 per session.

- **DUI:** State established fees \$250 to \$1700 depending on required program
- **Recovery Residence:** \$675 per month (\$22.50 daily) for each authorized individual. County shall be billed only for those days the County authorized client was a resident in said program. For stays less than thirty (30) days, rates shall be prorated.
- Provision of nutrition counseling and nutrition monitoring services, food, sundry necessities and household items including bed linens and towels: Contractor shall be reimbursed at an amount not to exceed \$250 per month for each authorized Recovery Residences individual.

Community Based Transitional Housing (CBTH) funded services, vehicle and equipment: \$103,000

- A. Quick Access Residential Treatment \$10,000. See residential treatment rates listed above.
- B. Life skills training \$5,000 and Community Outreach training \$2,000.
 - a. The monthly invoice for life skills training and community outreach training shall not exceed 1/8 (\$875) of the total contracted amount for life skills training and community outreach training unless approved by the Director of Behavioral Health.
- C. Fuel and maintenance of above purchased vehicle up to \$6,000. Receipts need to be attached to invoice or in the case of fuel expenses, a mileage log at 58.0 cents a mile can be substituted for fuel receipts.
- D. Funding for Recovery Residence participants approved by the County. Contractor shall provide recovery residence services to CBTH funded participants at the above listed rates not to exceed \$80,000.

Rural Health Opioid Program (RHOP) Funds: \$86,834

Contractor shall provide recovery residence services to RHOP grant participants at the above listed rates not to exceed \$45,000. RHOP funded Personal Services Coordinator salary and benefit expense shall not exceed \$26,834. Flex funds shall not exceed \$15,000.

Prop 47 funds: \$15,000

Contractor to add an additional Recovery Residence with \$15,000 prop 47 funds. Start-up costs not to exceed \$15,000 and to include deposit, furnishings, and other associated start-up costs.

Maintenance and Repairs-Lovett Recovery Center at 145 Bost Avenue, Nevada City, CA 95959: \$21,600.

- A. Contractor will not be charged rent for the use of the facility, but will be required to contribute \$1,800 per month towards maintenance and repair of the facility. Utilizing these funds, the County will provide the following types of facility maintenance and repairs:
 - 1. Parking lot, plumbing (excluding drain cleaning), heating, air conditioning and water heater, tree trimming, electrical, exterior painting, decks and stairs, and roof repair.
- B. The Contractor will be responsible for:
 - 1. All utilities, telephone, internet and cable services,
 - 2. Drain cleaning, trash removal, carpet cleaning, snow clearing, pest control including reasonable measures to prevent outbreaks of bedbugs and other common pests.
 - 3. Contractor shall be responsible to vacuum carpets at least weekly or more depending on usage

and clean the vinyl floors according to manufacturer instructions. Contractor shall be responsible for eradicating any pest infestation should it occur.

4. Contractor will be responsible for repair or replacement (if repair is not feasible) of the following: interior painting, sheetrock, plaster, flooring, doors, windows, door and window screens, landscaping, and décor.
5. Except for any landscaping performed by residents under staff supervision, all maintenance and repairs by the provider must be performed by licensed and insured contractors.
6. Contractor will be responsible for installation and maintenance of security cameras.
7. Contractor will be responsible for repair or replacement (if repair is not feasible) of the following items, including but not limited to:
 - a. sheets, bedspreads, blankets, mattress
 - b. pillow protectors, pillows
 - c. desk chair, file cabinet, computer workstation/printer, office supplies
 - d. small appliances (toaster, microwave, coffee maker, blender, vacuum cleaner)
 - e. dishes, pots, pans, utensils
 - f. hangers, towels, bathmats, interior and exterior trash cans
 - g. light bulbs, cleaning supplies, outside furniture
 - h. electronics (television, stereo, phones)
 - i. mattresses & frames, bedroom furnishings
 - j. kitchen table and chairs, sofa, coffee table, living room chairs, group room chairs
 - k. major appliances (stove, refrigerator, washer and dryer)
 - l. window coverings, fire extinguishers and alarms
 - m. light fixtures, bookshelves, décor

Billing and Payment:

For the period of July 1, 2019 through February 29th, 2020 for Drug Medi-Cal services Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s).

For the period of March 1, 2020 through June 30th, 2020 for Drug Medi-Cal services Contractor shall submit a monthly invoice in arrears at the provisional amount of \$152,000 for Drug Medi-Cal services for satisfactorily providing services as outlined in Exhibit "A". All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15th of the month following the month of service, and the Behavioral Health Department will process and make payment within 30 days of receipt of the invoice. The Behavioral Health Director may approve an increase over the monthly reimbursement rate for project expenditures if justified. Contractor should continue efforts to provide critical services and communicate progress weekly with County Contract Manager. Additionally, Contractor is encouraged to avoid any unnecessary expenditures to maximize County's funding streams.

Payment of approved billing shall be made within thirty (30) days of receipt of a complete, Granite Wellness Center and approved billing. Drug Medi-Cal payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug-Medi-Cal eligible.

County shall not be responsible for reimbursement of invoices submitted by Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

Contractor will be subject to Medi-Cal or County Fiscal or Quality Assurance audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual SDHCS/Federal Audit may not occur until five years after the close of the fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Contractor shall submit quarterly fiscal reports, including detailed list of costs for the prior quarter and cumulatively during the contract period.

Contractor shall submit invoices to:

Nevada County Health and Human Services Agency
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, California 95959