AMENDMENT #1 TO THE RENEWAL CONTRACT WITH SOCIAL AND ENVIRONMENTAL ENTREPRENEURS D/B/A GATWAY MOUNTAIN CENTER (RESO 17-478)

THIS AMENDMENT is dated this 2nd day of May, 2018 by and between SOCIAL AND ENVIRONMENTAL ENTREPRENEURS D/B/A GATEWAY MOUNTAIN CENTER, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on September 26, 2017, per Resolution No. 17-478.

WHEREAS, the County has contracted with Contractor to provide comprehensive mental health treatment services primarily targeted for emotionally disturbed youth for the contract term of July 1, 2017 through June 30, 2018; and

WHEREAS, the parties desire to amend their agreement to: 1)increase the Maximum Contract Price from $70,000 to $78,000 (an increase of $8,000) due to an unanticipated increase in services for clients referred by the Nevada County Probation Department; 2) amend Exhibit "A" Schedule of Services to include language related to the MASEY screening tool for Nevada County Probation Department clients; and 3) to revise Exhibit "B", "Schedule of Charges and Payments", to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of May 1, 2018.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: $78,000.
3. That Exhibit "A", "Schedule of Services", shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By:_____
Honorable Edward C. Scofield
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: _____ for Peter Mayfield
Peter Mayfield, Executive Director
Social and Environmental Entrepreneurs
d/b/a Gateway Mountain Center
P.O. Box 995
Soda Springs, California 95728

EXHIBIT "A"
SCHEDULE OF SERVICES
SOCIAL AND ENVIRONMENTAL ENTREPRENEURS
D/B/A GATEWAY MOUNTAIN CENTER

Social and Environmental Entrepreneurs d/b/a Gateway Mountain Center, hereinafter referred to as "Contractor", shall provide adjunctive specialty mental health and outdoor rehabilitation services primarily targeted for emotionally disturbed youth referred from and authorized for services by Nevada County Behavioral Health Department, hereinafter referred to as "County". Specialty services shall be provided based on the established medical necessity for mental health services due to behavioral, emotional and functional impairment meeting the Nevada County Mental Health Plan eligibility criteria.

POPULATION SERVED

- Children, youth, and families in Eastern and Western Nevada County

PROGRAMS

Outdoor Rehabilitation Services:

Target Population - Outdoor Rehabilitation services shall be targeted to serve Nevada County children and their families. Child/Youth shall meet the established Nevada County criteria for identification as seriously emotionally disturbed or seriously mentally ill child/youth. Welfare and Institutions Code Section 5878.1 (a) specifies that MHSA services shall be provided to children and young adults with severe mental illness as defined by WIC 5878.2: those minors under the age of 21 who meet the criteria set forth in subdivision (a) of 5600.3- seriously emotionally disturbed children and adolescents. Services can be provided to children up through age 21.

GENERAL PROGRAM AND SERVICE REQUIREMENTS

- Contractor shall provide adjunctive specialty mental health and outdoor rehabilitation services, as defined in the California Code of Regulations Title 9, Chapter 11, to children and youth who meet the criteria established in, and in accordance with, The Nevada County Mental Health Plan.

- Contractor shall adhere to Nevada County guidelines, policies and procedures.

- Contractor shall refer a child/youth requiring medication support services to the Nevada County Behavioral Health Services Psychiatrist.

- Contractor shall involve child/parents/caregivers/guardians in all treatment planning and decision-making regarding the child's services as documented in the child's Children's Services Client Plan. Contractor shall provide services to the youth as designated by the Treatment Plan of the referring agency, Victor Community Support Services.

- Contractor shall provide clinical supervision to all treatment staff, licensed or license-eligible, in accordance with the County policies and procedures. Those staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board.

SERVICE REQUIREMENTS FOR MENTAL HEALTH / REHABILITATION SERVICES

Evaluation and Assessment:

All children referred for services shall have received a thorough clinical assessment performed by the referring agency or Nevada County Behavioral Health. This assessment shall serve as the basis of the treatment and service plan as developed by referring agency.

Mental Health/Rehabilitative Services:

Although a range of mental health services shall be offered consisting of assessment, treatment planning, individual and group rehabilitation therapy, case management, collateral services and crisis services; the primary service provided by the contractor will be Mental Health Rehabilitative Services.

1.0 Plan Development: Each case shall have a primary treatment provider, who is the clinician from the referring agency. Each case will be assigned to a clinical staff person from Gateway who shall be responsible for the overall coordination of services. S/he shall be certain that an appropriate written client plan is obtained from the referring agency, reviewed regularly, and changed as treatment progresses, with the input of the referring service provider. The clinical staff person shall also be available to make community contacts and to be certain that information about the child in the community is shared with all the mental health professionals involved in the case. Each treatment plan developed by the referring agency shall:

1.1 Establish culturally appropriate and quantifiable treatment/service goals and treatment objectives. Set timelines in which to complete goals and objectives in compliance with Medi-Cal standards.

1.2 Establish treatment service parameters in collaboration and agreement with County.

2.0 Outdoor based Individual and group rehabilitation services provide symptom resolution and adaptive skills development to address issues of loss and grief; trauma (including prior abuse); identity formation; mastery and control and intimacy using a variety of modalities.

3.0 Collateral services for caregivers and others that may be involved in the treatment of the client and on behalf of the beneficiary.

3.1 As necessary, ongoing clinical staff shall work closely with the appropriate community and collateral sources in order to better understand the child's functioning in that setting, to incorporate information gathered from those contacts into the treatment plan, to offer support to the community and collateral sources, and to intervene to assist the child in resolving emotional and behavioral problems. Clinical staff may work with community and collateral sources either by telephone or in-person contacts.

4.0 Rehabilitation: Provide rehabilitation services for children with developmental delays or delays indicating substance or alcohol exposure, neglect or severe trauma. These services may include any or all of the following: assistance in restoring or maintaining a child's functional skills, daily living skills, social skills, grooming and personal hygiene skills, and support resources; counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal milestones all through the venue of Outdoor Rehabilitation activities.

5.0 Case Management/Brokerage: Activities provided by staff to access medical, educational, social, needed community services for eligible individuals.

5.1 Linkage and Consultation: The identification and pursuit of resources including but not limited to, the following: Interagency and intra-agency consultation, communication, coordination, and referral; monitoring service delivery to ensure an individual's access to service and the service delivery system; monitoring of the individual's progress; plan development.

Documenting Services:

Each service listed below requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR agrees to follow county format. Each note must include the Date of Service, Degree/License/Job Title with Staff Signature, Service Code, Location of Service, Duration (minutes) of Service and a brief description of services delivered and progress, or lack thereof, toward treatment goal(s). Progress notes may be computer generated. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided and should normally not exceed 15 minutes for service provided and strive for no more than 20 minutes for every service provided. Time used for Progress Note documentation shall be included in "duration of service" time recorded on Progress Note and monthly invoice. Each progress note must include the intervention that addresses the client's documented impairments as well as the client's response to the intervention.

All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, family (when applicable) and progress toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client's level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan. A group progress note must be written for each client attending the group session.
CONTRACTOR shall keep a copy of original documentation for each service provided to be available upon request by County. Documentation may include but is not limited to assessment, medical necessity form, client service plan, and outpatient services treatment authorization request form.

Assessment / Evaluation - (service code 100) - The assessment is a clinical analysis of the history and current status of the client's mental, emotional or behavioral functioning; appraisal of the client's community functioning in several areas including living situation, daily activities, social support systems, health status and diagnosis. Included in the assessment shall be any relevant physical health condition, presenting problems, mental status exam, special risk factors, medication history, allergies and history of adverse reactions to medications, mental health treatment history, pre-natal and perinatal events, developmental history, client strengths, cultural information and a DSM 5 Diagnosis. The CONTRACTOR will not need to complete an assessment on client's that are referred by Victor Community Support Services (VCSS), however, a copy of the assessment for the referred client completed by VCSS should be obtained and placed in the client's chart.

Plan Development (service code 111) - This code would be utilized during the treatment planning that must occur after the assessment or reassessment is completed and/or when completing an Outpatient Services Treatment Authorization Request form. When used to develop a client plan, documentation should include: diagnosis, psychiatric symptoms present and in what context, treatment goals to be addressed in therapy and planned strategies for treatment. When used in preparation of the Outpatient Services Treatment Request Form, documentation should include presenting problems, strategies employed during treatment, current status of psychiatric symptoms or change in status that

represents a critical need for this service and meets medical necessity guidelines, and what additional treatment is necessary. The contractor will not need to complete a separate Treatment Plan for client's that are referred by VCSS, however, a copy of the Treatment Plan completed by VCSS should be obtained from VCSS by the CONTRACTOR and placed in the client's chart. This Treatment Plan shall be used as the plan for rehabilitation service interventions provided by CONTRACTOR.

Rehabilitation: Individual/Group (service codes 109 and 110) - A service activity which includes assistance in improving, maintaining or restoring a beneficiary's or group of beneficiaries functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills and support resources; and/or medication education.

A progress note must be written for each Rehabilitation contact and shall contain date of service, service code, location of service, duration (minutes) of service and a description of what was accomplished by the client and the intervention provided by the staff. The note must reflect any new significant information or changes as they may occur. May include any or all of the following: assistance in restoring or maintaining an individual's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, and support resources; counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal milestones; medication education.

Case Management/Brokerage (service code 114) - Case Management means a service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include (but are not limited to) communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring the beneficiary's progress; placement services; and plan development.

Crisis Intervention (service code 104) – Crisis Intervention means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who are not eligible to deliver crisis stabilization or who are able, but, deliver the service at a site other than a provider site that has been certified by the department of Mental Health Plan to provide crisis stabilization.

Collateral (service code 105) – Collateral means a service activity to a significant support person in the beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for his service activity.

Group Attendance - Contractor shall list all clients attending group on the Progress Note each time a group session is held, identifying the clients, the group service by activity code, date of service and length of group in minute increments including documentation time. CONTRACTOR shall follow the Medi-Cal guidelines for the length of the group that is claimed for each client.

Discharge Planning – shall begin at time of initial contact with the client by the CONTRACTOR and specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County staff or Victor Community Support Services staff. In case of emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the County staff shall be contacted and consulted immediately and at the latest within 24 hours.

Early Intervention Program:

A. "Early Intervention Program" means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.
B. Early Intervention Program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
   (1) For purpose of this section, "serious mental illness or emotional disturbance with psychotic features" means, schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality) disorder. These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.
C. Early Intervention Program services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.

Additional Contractor's Responsibilities:

- Maintain a system that provides required data in compliance with the MHSA reporting requirements, and other reporting requirements identified with funding sources or programs within the scope of this contract and services provided by Contractor.
- Submit MHSA Prevention and Early Intervention (PEI) program data monthly to MHSA Evaluator and narrative reports bi-annually and annually
- Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA PEI reporting guidelines.

Other goals, outcomes and data may be part of the Evaluation Plan that indicate the reduction of prolonged suffering from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning. Data collection may include, but is not limited to:

- Demographic information
- Surveys
- Community feedback
- Sign-in sheets

For each Strategy or Program to provide Access and Linkage to Treatment the Contractor shall track:
(1) Number of referrals to treatment, and kind of treatment to which person was referred.
(2) Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
(3) Duration of untreated mental illness.
   (a) Duration of untreated mental illness shall be measured for persons who are referred to treatment and who have not previously received treatment as follows:
      (i). The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.

(4) The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred

Contractor shall emphasize improving access and implementing one-on-one mental health services to children in underserviced populations.

Contractor shall administer the MASEY screening tool to all clients that are being provided services that are currently on probation, previously on probation or at risk of being placed upon probation.

The program shall include the following components:

- Outreach to families, schools, primary care and mental health providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.
- Reduction in stigma associated with either being diagnosed with a mental illness or seeking mental health services.

The program shall include adjunctive mental health services which have proven effective in preventing mental illnesses from becoming severe, and that have been successful in reducing the duration of untreated mental illnesses in children. The program shall utilize one-on-one trained therapeutic staff with oversight by a licensed therapist.

The program shall emphasize strategies to reduce the following negative outcomes that may result from untreated mental illness:

- Suicide.
- Incarcerations.
- School failure or dropout.
- Unemployment.
- Prolonged suffering.
- Violent outbursts against self and/or others
- Homelessness.
- Removal of children from their homes.

Clients shall be assessed using the tools indicated below with oversight provided and data analysis by the supervising licensed clinician.

Outcome data elements that shall be tracked:

- Demographic Information
- Pre and post-test using YOQ SR and YOQ TSM (Youth Outcome Questionnaire)
- Data that tracks the reduction of prolonged suffering that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functioning.
    - The reduction of the following negative outcomes that may result from untreated mental illness includes:
        - Suicide
        - Incarcerations
        - School failure or dropout
        - Unemployment
        - Prolonged suffering

- Violent outbursts against self and/or others
- Homelessness
- Removal of children from their homes

- Number of referrals to mental health treatment and the kind of treatment to which the person was referred
- Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least one time in the treatment to which the person was referred
- Duration of untreated mental illness for individuals that are referred to treatment shall be measured for persons who are referred to treatment and who have not previously received treatment in the past. Track time between the self-report and/or parent-or-family reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.
- Items outlined in the evaluation plan developed with the MHSA Evaluation staff/contractor

Performance Measures:

- Provide Early Intervention services to approximately 12 youth and their families
- Decrease the negative outcomes of untreated mental illness in 80 percent of youth served. Sixty percent of youth show an increase in at least one of the following outcomes:
  - Stability in living situation
  - Improvement in school attendance
  - Reduction in substance use/abuse
  - Increase in positive social connections
  - Reduction in involvement with LE agencies
- Sixty percent of individuals with a serious mental health need that are referred to mental health services engage at least once with the referred mental health service provider.
- Duration of untreated mental illness is tracked and reported for 100 percent of program participants.

Reporting Requirements:

- A Mid-year Progress Report within 30 days of the end of the second quarter (Q2 ends 12/31; report due 2/1) for PEI (Prevention and Early Intervention funding);
- An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1) for all MHSA funded programs;
- Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA PEI reporting guidelines

Medi-Cal Certification and Goals:

Contractor shall provide services out of a Medi-Cal certified site. Contractor shall cooperate with Nevada County to maintain as a Medi-Cal certified Provider in Nevada County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all locations. Contractor shall offer regular hours of operation and shall offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

Medi-Cal Performance Measurement Goals:

- Contractor shall maintain productivity standards sufficient to generate target service levels.
- Objective a. County and Contractor shall collaborate to meet the goal of 90% of all clients being accepted into the program as being Medi-Cal eligible.
- Objective b. Contractor shall strive and continue implementing actions as needed to have less than 5% denial rate in order to maximize available Medi-Cal funds.
- Objective c. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- Objective d. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

Documentation:

- Treatment Plan—developed by Victor Community Support Services, shall be submitted by Contractor to County according to County documentation guidelines during the contract period, and in accordance with all applicable regulations. When requested, Contractor shall allow County to review documentation, Treatment Plan, progress notes, discharge summary, including requested level of services for each service type
- Discharge Planning—shall begin at time of initial contact, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the County Staff shall be contacted and consulted immediately and within 24 hours at the latest.

Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for ten (10) years from the July 1, 2017, per Final Rule CFR 42 438.3(u). If the client or patient is a minor, the client's or patient's health service records shall be retained for a minimum of ten (10)years from the date the client or patient reaches 18 years of age, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial ten year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the ten year period.
Any document that is provided to the client, for either review or to obtain the signature of the client, shall be in a 12 point font, to include any Contractor Brochures, Consent to Treatment, Treatment Plans, etc. The CONTRACTOR is responsible for updating all forms and brochures to 12 point font and 18 point font for large print.

All written materials provided to clients must have the DHCS Taglines in the prevalent non-English languages in the State, as well as large print, explaining the availability of written translations or oral interpretation.

Contractor shall provide quarterly reports to the County:

Objectives:

- Contractor shall report demographic information on the children served

- Contractor shall comply and cooperate with County in the transition from DSM IV-TR to DSM-5 Codes. County shall make training available to Contractor.
- Contractor shall report number of days from referral to first contract
- Contractor shall report results of the outcome measures as stated above.
- Contractor shall report length of treatment
- Monthly list of clients referred to CONTRACTOR and number of families engaged in services with Client Name, DOB, Date of Referral, Date of First Offered Service and Date of First Service. Submission of Consumer Perception of Services satisfaction surveys and intake forms (at intervals outlined by the county/evaluator). .
- Contractor shall provide fiscal reports to County quarterly

Quality Assurance/Utilization Review/Compliance – The standard requirements in Regulations and the MH Plan contract shall apply to the services provided through this contract. CONTRACTOR shall provide the County monthly reports of the exclusion Verifications for the following databases: Medi-Cal Exclusion Database, EPLS Database, Social Security Death Index Database, OIG Database and the BBS Database.

CONTRACTOR shall also provide County with monthly Service Verification examples to equal 10% of client services provided by CONTRACTOR.

The CONTRACTOR Quality Assurance (QA) staff shall review progress notes written by clinical staff monthly and as needed. The CONTRACTOR QA staff shall submit a Chart Audit Report to the county quarterly to document 10% of the charts are audited to Medi-Cal standards.

CERNER BEHAVIORAL HEALTH SOLUTION:
As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by the County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, other clinical documentation, and any other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

County's Responsibilities:

County's Behavioral Health Department shall provide a Quality Assurance Team who shall:

- inform Contractor of County's documentation standards, Authorization Procedures, Medical Necessity Requirements and Procedures;
- provide training as needed;
- review Contractors procedures;
- submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
SOCIAL AND ENVIRONMENTAL ENTREPRENEURS
D/B/A GATEWAY MOUNTAIN CENTER

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed $78,000 for the term of this contract.

Contract Maximum is based on the estimated budget (see Attachment "A").

The table below shows the target number of billable minutes and dollar amounts.

SOCIAL AND ENVIRONMENTAL ENTREPRENEURS D/B/A GATEWAY MOUNTAIN CENTER	
Calculation of Estimated Units	
Service and Rate Table	
Type of Service	**Interim Rate**
Mental Health Services	2.61
Rehabilitation	2.61
Case Management/Brokerage	2.02
Crisis Intervention	3.88
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Annual Services to Medi-Cal Beneficiaries $	**74,100**
Target Annual Billable Units	29,047
Target Monthly Billable Svc $	6,175
Target Monthly Billable Units	2,421
Target Annual Non-Medi-Cal Services $	**3,900**
Target Annual Non-Billable Units	1,931
Target Monthly Non-Billable Svc $	325
Target Monthly Non-Billable Units	161
Total Contract Amount	**78,000**

Billing and Service Documentation:

Interim Payment rates shall be at the County Maximum Allowance (CMA) rate or at lesser interim rates as agreed upon by the Director of Behavioral Health and Contractor. Interim Rates are subject to the Settlement provisions below.

County and Contractor shall periodically review the units of time for Medi-Cal services submitted through this contract and agree to renegotiate, at the discretion of the Director of Behavioral Health if contractor is: either Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or if the proportion of Medi-Cal/Billable units to total units of service fall below the 80% target.

Each Medi-Cal service requires documentation which must meet medical necessity guidelines and Medi-Cal requirements as described by service.

Contractor shall cooperate with the County process for submitting the unit of service data for the County Medi-Cal and other billing processes on the required timeline. Contractor shall: ensure that authorizations are received for services; check and maintain client Medi-Cal and/or other eligibility; process financial, registration and intake documents, follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

Contractor shall submit monthly invoice with detail and summary of billings/services, for services provided during the prior month, including billed amount at the Interim Rate effective on the day of service. The documentation shall include units of service and interim payment rate, by type of services provided, e.g. Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice shall identify the Medi-Cal beneficiary by name or county case number, using standard County billing forms, or a substitute form approved by County. All documentation time should normally be included in the maximum minutes per visit at a rate of 10 minutes of documentation to every 50 minutes of service.

Contractor shall submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period.

Contractor shall submit invoices, monitoring charge payments, and reports to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point, Suite 120
Grass Valley, CA 95945

County shall review the invoice and notify the Contractor within fifteen (15) working days if any individual item or group of costs is being questioned. Payments of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing.

Cost Settlement:

Contractor shall submit an annual Cost Report on the State Department of Health Care Services' mandated forms—in compliance with the Department of Health Care Services (DHCS) Cost Report manual—to County by September 30th, after the close of the fiscal year. Contractor may request extension of due date for good cause—at its discretion, County shall provide written approval or denial of request. The Cost Report requires the reporting of all services to the County on one Cost Report.

The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, or County Maximum Allowance (CMA).

A Cost Report Settlement shall be completed by County within a reasonable timeline and shall 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 shall be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

Audits:

Contractor shall submit to DHCS Medi-Cal or County Fiscal or Quality Assurance Audits at any time. Contractor and County shall each be responsible for any audit errors or omissions on their part. The annual DHCS/Federal Audit may not occur until five years after close of 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.

Records to be Maintained:

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of Contractors Subcontractors performing work called for under this contract also keep and maintain such records, whether kept by Contractor or any Subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California. All fiscal records shall be maintained for five years or until all Audits and Appeals are completed, whichever is later.

ATTACHMENT "A"

SOCIAL AND ENVIRONMENTAL ENTREPRENEURS
D/B/A GATEWAY MOUNTAIN CENTER 9/1/2017 – 6/30/2018

REVENUE	Total Budget
TOTAL REVENUE:	78,000
EXPENSES PERSONNEL COSTS	Total Budget/
Counselors	52,900
Clinician/Supervisor/QC	5,000
Case Manager	8,000
Administration/Billing	2,000
Subtotal Personnel:	67,900
Benefits/Payroll Taxes	750
TOTAL PERSONNEL:	68,650
OPERATING EXPENSES	Total Budget
Travel/Mileage	1,800
Food/Activities	3,200
Office Supplies/Postage/Printing	150
Occupancy	3,150
Training/Conferences	500
Worker's Comp/ Other Insurance	550
TOTAL OPERATING EXPENSES:	9,350
TOTAL EXPENSES:	78,000
NET INCOME (LOSS):	