

**AMENDMENT #1 TO THE RENEWAL CONTRACT WITH
CHARIS YOUTH CENTER (RES. 18-333)**

THIS AMENDMENT is dated this 28th day of May, 2019 by and between CHARIS YOUTH CENTER, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will renew and amend the prior Agreement between the parties entitled Personal Services Contract, as approved on July 10, 2018, per Resolution No. 18-333.

WHEREAS, the County has contracted with Contractor to provide specialized mental health residential treatment services for seriously emotionally disturbed youth, for the contract term of July 1, 2018 through June 30, 2019; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$50,000 to \$300,000 (an increase of \$250,000); 2) revise Exhibit “A”, “Schedule of Services”, to include additional services provided; and 3) 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, 2019.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$300,000.
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 Richard Anderson
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
Don E. Beskeen
Executive Director
714 West Main Street
Grass Valley, CA 95945

ATTEST:

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

EXHIBIT "A"
SCHEDULE OF SERVICES
CHARIS YOUTH CENTER

Charis Youth Center, hereinafter referred to as "Contractor", shall provide comprehensive specialized mental health treatment services for emotionally disturbed youth referred from and authorized for services by the Nevada County Behavioral Health Department.

Program Overview:

Charis Youth Center provides 24-hour residential care for adolescents between the ages of 13-21 who are diagnosed as severely emotionally disturbed (SED). Charis Youth Center provides a safe, caring and highly structured environment, an individually designed therapeutic treatment plan, and an individually designed academic and vocational educational instruction through Contractor's non-public Charis Youth Center School.

I. Program Narrative:

Contractor shall provide:

- **Medication Support Services:** Services that include prescribing, administering, dispensing and monitoring of psychiatric medications or biological which are necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.
- **Case Management and Brokerage:** Services which may include coordinating and providing brokerage and linkage to needed medical, educational, social, prevocational, vocational rehabilitative or other community services.
- **Mental Health Services:** Assessment and Evaluation, Collateral, Therapy (individual, group, family), Rehabilitation Services (including rehabilitation group), Plan Development, Crisis Intervention, Therapeutic Behavior Services.
- **Crisis Intervention**
Crisis Intervention is a quick emergency response service enabling the Individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the Individual's need for immediate service intervention. Crisis Intervention services are limited to stabilization of the presenting emergency.
- **Therapeutic Behavioral Services**
Therapeutic Behavioral Services (TBS) will be available for eligible children who need short-term behavioral support in addition to any other mental health services they are receiving. TBS is an intensive, individualized, one-to-one, short-term, treatment intervention for beneficiaries with serious emotional disturbances (SED) who are at risk of losing their residential placement due to their behavior. For a child to be eligible for TBS, a mental health provider must find that in his or her clinical judgment, either that:

- a. It is highly likely that without the additional short-term support of TBS the child will need placement in an acute psychiatric hospital inpatient services, psychiatric health facility services, or crisis residential treatment services.
- b. The child needs the additional support of TBS to enable a transition from their current level program to a lower level.

Contractor shall arrange for a non-public school facility, for those youth unable to attend public schools due to the severity of their mental and/or behavioral conditions. Each child placed under this Agreement will receive individualized services based on his/her individualized treatment needs and as authorized by the County.

After an initial Assessment is performed by the Contractor, the Contractor shall submit a Service Authorization Request (SAR) to the County for the specific units of services needed for the particular client. In addition to the SAR, the Contractor shall submit the completed assessment report and client plan to verify the need for requested services and service amounts. The County Behavioral Health Program Manager or designee shall approve and authorize the request. Thereafter, Contractor shall remain in communication and submit as needed authorization requests together with renewed client plans for the continuation of client services.

II. Hours of Operation:

Mental Health services shall be provided according to the client's treatment plan. Medication Support will be available by appointment. Crisis Intervention shall be available on an as need basis.

III. Program Goals:

Provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that is/are a barrier to achieving residence in the lowest appropriate level. The goal of the program is to provide an intensive residential treatment setting for mentally ill youth who otherwise would require more restrictive and costly care in a hospital setting. The primary objective is for the child to be returned to a level of full functioning and competency in the community.

IV. Program Objectives:

- To significantly reduce and/or eliminate admissions to psychiatric hospitals.
- To develop a treatment plan and to delineate the short and long-term treatment and rehabilitation goals; type and frequency of therapeutic service to be provided, and the support services required.
- To coordinate efforts with the Nevada County Superintendent of Schools or other school districts, when appropriate or so delegated, to maintain the specialized educational program for clients unable to attend classes in the community educational system.
- To provide the most appropriate living, treatment and educational setting.
- Reduce impulsive behaviors
- Reduce inappropriate responses to stressful situations
- Teach pro-social skills and community competencies
- Provide parents/caregivers skills and strategies to provide continuity of care when services are discontinued.

V. Client Description/Characteristics: Services are provided to young people between the ages of 13-21, who have been diagnosed as Severely Emotionally Disturbed. These youth have emotional and behavioral problems typically coupled with serious social and academic skill deficits. Persons referred to this program are so emotionally and behaviorally disturbed as to warrant twenty-four hour psychiatric treatment away from their own homes. This population includes, but is not limited to, chronic psychiatric problems which have disturbed a child's ability to function at his/her intellectual and chronological maturity level and which have been diagnosed as needing treatment over a long period of time for behavior which has resulted in alienation from parents and peers and has been diagnosed as resulting from a specific, serious emotional disorder or psychosis.

The population served is adolescents 13-21 with:

1. Severe emotional and behavioral disturbances.
2. Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment in:
 - a. Two of the following areas:
 - Self care
 - Family relationships
 - Ability to function in the community and/or
 - School functioning; and
 - b. One or all of the following:
 - Severe acting out episodes
 - History of self-destructive behavior
 - Catastrophic reactions to everyday occurrences and/or
 - History of inpatient hospitalization

VI. Population/Catchment Area to Be Served:

Eligible residents of Nevada County

VII. Financial Eligibility:

Nevada County youth that are full scope Medi-Cal or EPSDT eligible.

VIII. Legal Status:

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

IX. Performance Standards:

Contractor shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.

Contractor shall provide comprehensive specialized mental health services, as defined in the California Code of Regulations Title 9, Chapter 11, and who meet the criteria of, and in accordance with the Nevada County Mental Health Plan (MHP).

Contractor shall ensure that its facility is licensed at level 12 and 14 Rate Certification by the State of California, Department of Social Services during the entire term of this Agreement. Further, Contractor shall ensure that the mental health clinician providing and/or supervising services under this Agreement meets the State of California, Department of Health Care Services' criteria for a Level 12 facility during the entire term of this Agreement. Contractor's licensed staff shall validate license(s) upon request of County.

Contractor shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, Contractor's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-culturally situations.

Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for ten (10) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of ten (10) years from the date of discharge, whichever is later. 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 seven 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 seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

X. Staffing and Licenses:

Contractor shall provide staffing for all contracted services in categories and at levels that meet or exceed those required under Title 9 Medi-Cal Specialty Mental Health Regulations for education, experience and licensure and/or registration with the Board of Behavioral Sciences and Examiners. Contractor shall maintain all licenses, certifications and permits necessary for operation of contract program, including Medi-Cal certification through Nevada County Department of Mental Health. Copies of valid applicable licenses and certifications shall be provided to County upon request.

Fingerprinting: Contractor shall conduct background checks, including fingerprinting, on all staff and volunteers who are reasonably anticipated to have direct contact with recipients of services.

**EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
CHARIS YOUTH CENTER**

Subject to the satisfactory performance of services required of Contractor pursuant to this Contract, and the terms and conditions set forth, the maximum obligation of this Agreement shall not exceed \$300,000.

In accordance with the payment schedule rate below the County agrees to reimburse the Contractor for providing specialized mental health services.

Service	*Units	Provisional Unit Rate
Crisis Intervention	As needed units*	\$4.08
Case Management	As needed units*	\$2.12
Medication Support	As needed units*	\$5.06
TBS/BIS	As needed units*	\$2.74
Rehabilitation Individual/Group	As needed units*	\$2.74
Collateral/Assessment	As needed units*	\$2.74
Plan Development	As needed units*	\$2.74
Psychotx Individual	As needed units*	\$2.74
Psychotx Group	As needed units*	\$2.74
Individual/Family Therapy	As needed units*	\$2.74

*Each child will receive individualized services based on his/her individualized treatment needs and as authorized.

BILLING AND PAYMENT

Payment rates shall not exceed the Provisional Unit Rate effective on the day the service is rendered (current rates are listed in table above). Payment to Contractor will be limited to Medi-Cal reimbursable services provided, and no payment shall occur for days where no specialty mental health services are provided.

Contractor shall submit to County, for services rendered in the prior month, and in accordance with Exhibit “A”, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. Invoices shall be itemized and shall include the number of service days provided for each client, including an attendance roster, which outlines professional services rendered to County clients under this Agreement. Contractor shall also provide to County, a breakdown and duration on type of services provided under the Specialty Mental Health Services

Category, e.g. Individual Counseling, Group Counseling including the number of participants in the group, assessment, Collateral/Assessment, Plan Development, Psychotx Individual, Psychotx, Group, etc.

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). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

To expedite payment, Contractor shall reference on their invoice the Resolution Number or Purchase Order Number, which has been assigned to their approved contract.

Contractor shall submit invoices to:

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

It is also acknowledged herein that County shall be responsible for the preparation and submission of Medi-Cal claims for County clients receiving services herein, as County can recoup a portion of the costs herein for Medi-Cal clients. Contractor shall provide to County any documentation County needs to meet County requirements for the Medi-Cal claim.