

**AMENDMENT #1 TO THE PERSONAL SERVICES CONTRACT WITH  
COMMUNITY RECOVERY RESOURCES (CoRR) (RES 17-556)**

**THIS AMENDMENT #1** is dated this 24<sup>th</sup> day of April, 2018 by and between **COMMUNITY RECOVERY RESOURCES (CoRR)**, 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 November 14, 2017, per Resolution No. 17-556; and

**WHEREAS**, the Contractor provides Comprehensive Residential Treatment and Withdrawal Management Services to residents of Nevada County for the contract term of July 1, 2017 through June 30, 2018; and

**WHEREAS**, the parties desire to amend their agreement to increase the Maximum Contract Price from \$178,000 to \$241,124 (an increase of \$63,124) due to additional funding available that will allow the Contractor to meet the needs of clients in Nevada County for residential treatment and withdrawal management services and 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 April 1, 2018.
2. That Section (§2) Maximum Contract Price, shall be changed to the following:  
\$241,124
3. 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.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_  
Honorable Edward Scofield  
Chair of the Board of Supervisors

**CONTRACTOR:**

By: \_\_\_\_\_  
Warren Daniels  
Executive Director/CEO  
180 Sierra College Drive  
Grass Valley, California 95945

**ATTEST:**

By: \_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**COMMUNITY RECOVERY RESOURCES (CoRR)**

The maximum amount payable for satisfactory performance of services in accordance with Exhibit "A" under this contract shall not exceed \$241,124 for the contract term.

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. County has submitted an implementation and fiscal plan for the State's Organized Delivery System (ODS). Once the County's plan is approved by the State, the Parties shall by mutual written agreement amend Exhibit B, as necessary, to bring it into conformity with the ODS fiscal plan. Estimated timeline for going 'live' in the ODS is March 1<sup>st</sup>, 2018.

Upon execution of the contract, Contractor shall submit an invoice of \$25,000 for startup expenses. Startup funds shall be used towards the cost of submitting the facility licensing package to the Department of Healthcare services, hiring and training of program staff and other expenses related to getting the facility operational. A final reconciliation of the use of the startup funds is due to the County by June 30, 2018. Any startup funds not spent must be returned to the County by July 15, 2018.

Contractor shall be compensated at the rate of \$135 per day per client for residential treatment services. This cost remains the same for men and women without children. Contractor shall also be compensated at the rate of \$135 per client per day for withdrawal management services. County shall be billed only for those days County client was a resident in the Contractor's program. County agrees to make reasonable efforts to refer sufficient clients to fill an average of 10 beds which at the current rate of \$135 per day per client is \$40,500 per month. County and Contractor shall meet monthly to review census and appropriateness of the payment rate, which may be amended upon mutual written agreement of the Parties to more accurately reflect the reasonable costs of services provided.

Contractor shall provide separate invoices for Behavioral Health referred clients and Probation referred clients. Each invoice shall have delineated tracking for clients receiving treatment. For Behavioral Health referred clients they will delineate by alcoholism only or polysubstance disorder that may include alcoholism. For Probation referred clients, Adult Drug Court will be delineated from regular Probation clients. Contractor shall provide monthly documentation supporting all expenses billed for services provided to Nevada County Probation Department. Documentation shall include client names, services and dates of service provided by Contractor.

**Maintenance and Repairs**

- A. Contractor will not be charged rent for the use of the facility, but will be required to contribute \$1800 per month to a sinking fund managed by County for maintenance and repair of the facility. A prorated charge of \$60 per day will be paid for the first month of operation should the facility start providing services part way through the month. 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.
- A. 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. County has installed new carpets and vinyl flooring throughout the house. 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 repair or replacement (if repair is not feasible) of County-provided items below in C., i-v, if damaged, and for the provision of items such as:
    - 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).
- C. County will initially furnish the facility with the following items:
- i. mattresses & frames, bedroom furnishings
  - ii. kitchen table and chairs, sofa, coffee table, living room chairs, group room chairs
  - iii. major appliances (stove, refrigerator, washer and dryer)
  - iv. window coverings, fire extinguishers and alarms
  - v. light fixtures, bookshelves, décor

A mutually agreed upon inventory list of items provided by the County will be signed by County and Contractor when the contract is executed.

**Billing and Payment:**

Contractor shall submit to County, for services rendered during the prior month, and in accordance with the reimbursement rate, an invoice 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.

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

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County. Payment of invoices can be held until contractor is in compliance with reporting requirements. County shall not be responsible for reimbursement of invoices submitted by contractor that do not have proper authorizations in place.

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:

HHS Administration  
Attn: BH Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

When authorized by County, Contractor may submit invoices and/or reports, discharge notes to Nevada County Behavioral Health via fax.