

**AMENDMENT #1 TO THE PERSONAL SERVICES CONTRACT WITH AUBURN COUNSELING SERVICES, INC., D/B/A COMMUNICARE (RES 16-368)**

**THIS AMENDMENT #1** is dated this 28<sup>th</sup> day of February, 2017 by and between AUBURN COUNSELING SERVICES, INC., D/B/A COMMUNICARE, 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 July 26, 2016, per Resolution No. 16-368; and

**WHEREAS**, the Contractor provides phone triage services, a Regional Telephone Triage Service for Placer County’s Adult System of Care, New Directions Program Services, as well as Patients’ Rights and Quality Assurance Services for the Behavioral Health Department for the contract term of July 1, 2016 through June 30, 2017; and

**WHEREAS**, the parties desire to amend their agreement to: 1) amend Exhibit “A” Schedule of Services, to add Regional Telephone Triage Services for Placer County’s Children’s System of Care (CSOC) with regard to non-child welfare services mental health referrals; 2) add telephone answering services for after-hours CSOC Child Welfare Services referrals and emergency calls; and 3) amend the Maximum Contract Price from \$888,726 to \$900,618 (an increase of \$11,892) to cover the additional services; 3) amend 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 December 1, 2016.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$900,618.
3. That Exhibit “A”, “Schedule of Services”, shall be amended and replaced, as set forth in the amended Exhibit “A” attached hereto and incorporated herein.
4. 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.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: \_\_\_\_\_  
Honorable Hank Weston  
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: \_\_\_\_\_  
Ben Lopez, LCSW - Owner  
Auburn Counseling Services, Inc.  
d/b/a Communicare  
2280 Grass Valley Highway #225  
Auburn, California 95603

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**AUBURN COUNSELING SERVICES, INC., D/B/A COMMUNICARE**

**STATEMENT OF PROGRAM PURPOSE:**

This contract serves the needs of the mentally ill by having a Phone Triage line in Nevada County, along with ensuring that the County meets state mandated programs for clinical supervision, patient rights advocacy and quality assurance. In addition, this contract includes the provision of telephone answering services for after-hours Placer County Children's System of Care (CSOC) Child Welfare Services referrals and emergency calls.

**I. CONTRACTOR RESPONSIBILITIES:**

As more fully set forth herein, Contractor, in conjunction with Behavioral Health staff, shall continue to implement and monitor a Crisis Triage Program including a Regional Telephone Triage Service; develop, implement and monitor County mandated needs for clinical supervision, patient rights advocacy, and quality assurance. Additionally, Contractor will provide telephone answering services for after-hours Placer County CSOC Child Welfare Services referrals and emergency calls. In no event shall Contractor provide triage services or otherwise be responsible for the intake and/or screening of after-hours CSOC Child Welfare Services referrals and/or child welfare emergency calls, and shall only act as a telephone answering service for the purpose of answering and transferring after-hours CSOC Child Welfare Services callers making child abuse, neglect, sexual exploitation/trafficking reports, or other emergency child welfare services calls, to the designated Placer County CSOC CWS after-hours social worker.

**STAFFING PLAN, QUALIFICATIONS AND DUTIES:**

**A. Program Director**

Program Director shall be a Licensed Clinical Social Worker, Marriage Family Child Counselor, Licensed Psychologist, or Registered Nurse with 5 years' experience in community mental health and three years administrative or management experience. Program Director shall be responsible in this contract for Phone Triage Service, Crisis Support Services, CSOC Child Welfare Services telephone answering services, patient rights advocacy, and quality assurance.

**B. Program Manager**

Program Manager must be a licensed or licensed eligible mental health professional with five years' experience in community mental health services. Program Manager shall, under the direct supervision of the Program Director and commensurate with scope of practice, provide supervision for Phone Triage Service, Crisis Support Services, CSOC Child Welfare Services telephone answering services, patient rights advocacy, and quality assurance. The Program Manager will be responsible for providing on the job training as well as arranging for the In-service Program. This supervisor will also arrange the various consultants needed to provide the program richness for the residents' value.



### **C. Phone Triage Staff**

The minimum qualifications for Phone Triage staff shall be: Mental Health Rehabilitation Specialist - an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two years of post-associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years' experience in a mental health setting.

Triage staff shall be responsible for answering all calls forwarded to facility by County. Staff shall evaluate each call to determine if call should be forwarded to County's Crisis Team; provide mental health rehabilitation services as appropriate; provide information, education, and/or consultation as needed. Triage staff shall provide documentation that meets Medi-Cal, Medicare, and Nevada County Mental Health Managed Care requirements for all calls.

#### **1. Phone Triage**

**Phone triage service includes answering both crisis and access calls, along with occasional business and other clinically related calls. Phone triage staff shall:**

- a) Document all calls. Documentation shall meet Medi-Cal, Medicare, Rehabilitation Option, and County's Managed Care Program requirements.
- b) Complete Event Monitoring Form for each shift, identifying all calls received using the appropriate Event Monitoring Coding.
- c) Originals of all documentation and completed Event Monitoring Forms shall be submitted daily to County's Behavioral Health Department.
- d) Take business messages for County Behavioral Health Department and transfer these calls to designated message voice mail from 8:00 a.m. to 9:00 a.m., Monday through Friday.

#### **A) Crisis Phone Triage**

Crisis Phone Triage Service shall respond to all crisis line [i.e., (530) 265-5811] telephone calls, providing 24 hour coverage. Crisis Phone Triage Service shall:

- 1) Assess and evaluate each call to determine if call is an emergency and should be forwarded to Crisis Team.
- 2) Provide information, consultation and education for clients by phone as appropriate.
- 3) Provide mental health rehabilitation services by phone when appropriate.
- 4) Phone Triage shall contact County's Crisis Team each day at 9:00 a.m. Monday through Friday to alert Crisis Team of any pending emergency situations.

## **B) Access Phone Triage**

Access phone requests received through the two Access lines [i.e., (530) 265-1437 or (888) 801-1437] for services by potential clients, or family, friends, or support persons of a potential client are answered Monday through Friday 5:00 p.m. to 9 a.m.; weekends from Friday 5:00 p.m. to Monday 9:00 a.m.; and 24 hour coverage on Holidays. Access Phone Triage Service will also have forwarded calls from NCBH staff during business hours when NCBH staff is not available to take such calls. Access Triage Services shall be answered by same staff as those providing Crisis Phone Triage Service, and shall:

- 1) Assess and determine that a call is a request for possible services, as compared to a general business call, crisis call, or other clinical calls from an open client.

Calls from individuals or about individuals that are requests for services for individuals not already open to the system of care at NCBH, are to be logged as part of the request in a call log; an accompanying triage script form is to be completed and faxed to Access team according to Access procedures.

Contractor shall provide In-service training. All staff shall receive the following In-Service within 60 days of their employment:

- Basic First Aid
- Fire Prevention Training
- Disaster Plan Training
- Admission criteria and assessment procedures
- Recording Procedures, including:
  - development and updating of needs and service plans,
  - principles of resident record keeping
- Reporting Responsibilities
- Living Skills Teaching Techniques
- Basic Conflict Resolution Training
- Medication handling, side effects and signs of over-medicating

All staff shall receive a minimum of 20 hours of In-Service per year. Topics will be relevant to the needs of the residents. Some examples of this training follow:

- Basic knowledge of mental disorders
- Counseling skills, including:
  - individual
  - group
  - pre-vocational
  - job counseling skills
- Understanding Schizophrenia
- Understanding Depression
- Working with the multiple diagnosed individual
- Principles of Substance Abuse
- Medication usage
- Working with the Borderline individual
- Communication skills
- Therapeutic exercises



Leisure time usage  
Handling suicide threats or actions  
Crisis management  
Discharge planning  
Knowledge of community services and resources  
Principles of good nutrition including:  
    proper food preparation and storage  
    menu planning

Any staff assigned to the Crisis Triage function shall have a minimum of 20 hours per year of training specific to those duties. In addition, all staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers, and 2) Ensuring that all requirements of the 24/7 access line are met. New hires will receive training within 30 days of hire.

All in-service training shall be documented for each employee. These may be provided through video presentations, classroom instruction, oral presentations, audiovisual presentations, audio tape presentations, or performing the duties under the direct supervision of an instructor.

## **2. Patients' Rights Advocate:**

Contractor shall provide personnel to provide Patients' Rights Advocate duties pursuant to Welfare and Institution Code § 5520: Each local mental health director shall appoint, or contract for services of, one or more county patients' rights advocates (based on county population).

The duties of an advocate shall include, but not necessarily be limited to the following:

- a. To receive and investigate complaints, (e.g. Appeals and Grievances) from or concerning recipients, or prior recipients, of mental health services.
- b. To represent a client's interests, as defined by the client, as long as those interests are within the bounds of law and achievable within the resources of the advocate.
- c. To monitor mental health services and programs for compliance with statutory and regulatory patients' rights provisions.
- d. To provide training and education about mental health law and patients' rights to Behavioral Health providers.
- e. To ensure that recipients of mental health services in licensed health and community care facilities are notified of their rights.
- f. To exchange information and cooperate with the Office of Patients' Rights (a portion of Disability Rights of CA), which has contracted with the Department of Mental Health to provide technical assistance and training to county advocates.

At this time, the Patients' Rights Advocate services shall average approximately ten (10) hours a week of services for the Behavioral Health Department.

The Patients' Rights Advocate is a mandated position through Title IX, designated by and responsible to the local county mental health director. Contractor's assigned Patients' Rights Advocate staff responsibilities shall include the following:

- Help ensure the statutory and constitutional rights of persons identified as mental health clients - these rights are in Nevada County Behavioral Health (NCBH) policies, procedures, and the Guide to Medi-Cal Mental Health Services, the Welfare and Institutions Code and Federal laws.  
Follow guidelines NCBH has established to work out problems about issues related to the specialty mental health services a beneficiary may be receiving (pages 20 thru 31 of the Guide to Medi-Cal Mental Health Services). This may involve The Appeal Process, standard and expedited, (pages 22-25); The State Fair Hearing Process, standard and expedited, (pages 26-27); and the Grievance Process [pages 28-29].
- Respond to complaints regarding the provision of mental health services from members, their representatives or family members.
- Assure notices are posted at all NCBH offices and MHP provider sites explaining BH Consumer Rights and the Problem Resolution procedures to ensure that the information is readily available to both beneficiaries and provider staff.
- Assure Consumer Rights/Problem Resolution brochures, with Grievance and Appeal forms and self-addressed envelopes, are available for beneficiaries to pick up at all MHP provider sites without having to make a verbal or written request.
- Receive and investigate complaints (Grievances/Appeals) from or concerning recipients of mental health services. A beneficiary may file a grievance or appeal orally. An oral appeal must be followed-up with a written, signed appeal.
- Give Behavioral Health clients reasonable assistance in completing grievance or appeal forms and in completing the process. This would include going to any hearing on their matter, if they should desire.
- Ensure that individuals who make decisions on grievances and appeals are not involved in any previous level of review or decision-making; and who are health care professionals who have the appropriate clinical expertise.
- Ensure Grievances and Appeals are resolved within mandated timelines.
- Maintain a confidential Grievance/Appeal Log on the county computer "H" drive, for view only by people authorized by the NCBH Director. This Log contains, at least, the name of the beneficiary and person making initial contact; the date of receipt of the grievance/appeal; the nature of the problem; documentation of written acknowledgement to the beneficiary regarding receipt of each grievance or appeal; and documentation re notifying the beneficiaries or their representative, in writing, of the grievance or appeal disposition/resolution.
- Written dispositions must include the results of the resolution process and the date it was completed. For Appeals, or if a Grievance was not completed according to the mandated timeline, the disposition letter must state that the beneficiary has the right to request a State Fair Hearing, if dissatisfied, and tell how to do so.
- Keep an All Call Log on the "H:" drive that contains a more detailed compilation of the complete Grievance and Appeal process. The Patients' Rights advocate keep the physical paper Log which includes written documents, letters, etc. and also Information/Referral calls or contacts.
- Acknowledge the receipt of each grievance and appeal to the beneficiary in writing.
- Represent a client's interests, as defined by the client.
- Promote and represent the Behavioral Health clients' rights and expressed interests. Advocates do not determine what is in the client's "best interests." Rather, the advocate



will discuss available options with the client and assist the client in making an informed choice if desired.

- Provide information/Referral services to clients when requested.
- Conduct a Supply Review at NCBH sites and provider sites at least twice yearly to assure the appropriate English and Spanish Posters and Consumer Rights/Problem Resolution Brochures (with Grievance/Appeal forms and self-addressed envelope) are accessible and Restock the supply as needed.
- Report results (e.g. any deficiencies and the restocking of brochures) of the twice yearly Supply Reviews to the Quality Assurance Officer.
- Provide a report to the Quality Assurance Officer showing the statistics on Patients' Rights contacts for each fiscal year on a six and twelve month basis, indicating the type of call (i.e. Grievance, Appeal, non-Grievance/Appeal, and Information/Referral) and how long it took to resolve any Grievance or Appeal to assure mandated timelines were met.

**For Quality Assurance:**

- Verify the NCBH individual providers' licenses twice yearly (e.g. June and December). This involves checking the current Medi-Cal Suspended and Ineligible Provider list, The CA Dept. of Consumer Affairs verification lists for Behavioral Sciences and Psychologists, and the Federal Exclusion List of the Office of Inspector General, U.S. Dept. of Health and Human Services.
- If someone is found to be out of compliance with Medi-Cal, Consumer Affairs, or the Federal exclusion list then the Quality Assurance Officer is notified and the person is notified and asked to do what is necessary to get off the list so they can continue working with NCBH clients.
- Conduct the yearly consumer survey of clients of NCBH at BH offices and providers such as, Turning Point, Uplift, Victor, Sierra Forever Families, and soon CoRR.

**3. Quality Assurance/Utilization Review:**

Contractor shall provide personnel to provide Quality Assurance/Utilization review services to NCBH. It is the policy of NCBH to have an ongoing Utilization Review process which assures consistency in the process of authorizing mental health services to Nevada County beneficiaries. Contractor shall provide Utilization Review Services which includes monitoring the flow of information between Nevada County Behavioral Health and its contractors. Contractor shall perform quality review and monitoring compliance activities in accordance with, but not limited to, regulations outlined by the Mental Health Plan, State Department of Health Care Services, County Policies, State Performance Contracts and Federal Rules and Regulations.

Contractor, through the use of prior authorization of services and post-service utilization review tasks, will fulfill a component of the requisite Quality Improvement activities of the NCBH Quality Assurance Department. Utilization Review tasks ensure consistent standards for authorization decisions when delivering specialty mental health services to Nevada County beneficiaries. Quality Assurance is a function of the Mental Health Plan (MHP), which ensures compliance with all Medi-Cal regulations, including "medical necessity", and all other contracted elements delineated by the California Department of Health Care Services. The Program outcome is to assure the reduction in the frequency of improper charting and reduce the

likelihood of duplicated services, thus reducing the risk of disallowances and assuring the provision of high quality cost-effective client care.

At this time, the Quality Assurance/Utilization Review services will average approximately twenty (20) hours per week of services for the Behavioral Health Department.

The duties of the Quality Assurance/Utilization Review staff shall include, but not necessarily be limited to the following:

- a. Perform a variety of activities in the planning, development, implementation, administration, coordination, operation and oversight of the Quality Management and Compliance functions of NCBH and its contracted Network and Organizational Providers.
- b. Review and authorize all initial and ongoing outpatient mental health treatment services for Network and Organizational Providers of NCBH.
- c. Conduct regular client chart review and authorization of mental health treatment for NCBH.
- d. Identify staff development needs and provide documentation / compliance training on a regular basis to all departmental personnel and provide assistance and follow up after the training.
- e. Maintain an awareness of Medi-Cal regulations and general California Department of Health Care Services applicable laws and guidelines, keeping abreast of current changes that may affect compliance through research, seminars, and peer contact.
- f. Promote employee and organizational excellence through adherence to professional standards of conduct and accountability.
- g. Monitor various agreements and contracts with providers.
- h. Identify trends and patterns in a variety of areas and develop and prepare meaningful reports, projections, and outcome studies and make quality improvement recommendations when needed.
- i. Provide consultative services to NCBH Management.

**4. Clinical Supervisor:**

- a. Supervise intake and evaluation of individuals requesting behavioral health services for mental health or chemical dependency issues.
- b. Supervise of staff providing direct services and coordination of direct and contracted service delivery.
- c. Organize and supervise the work of a team of multi-disciplinary behavioral health staff engaged in the delivery of services.
- d. Provide indirect behavioral health services in outpatient clinics, homes, schools, and community settings in the provision of assessment, treatment planning and case management services.
- e. Facilitates, monitors and supervises daily program operations; consults with management and advises on specific case and operational problems, including crisis situations.
- f. Monitor and complete hospital treatment authorizations.
- g. Monitor and complete out of county authorizations.



**5. Regional Triage/ Placer County Telephone Triage and Telephone Answering Services:**

Contractor agrees to provide services in accordance with County's Contract for Services with Placer County Department of Health and Human Services for Telephone Triage and Telephone Answering Services.

**Program Description:**

Contractor agrees to provide Telephone Triage Services for Placer County Adult System of Care (ASOC) with regard to Adult Protective Service (APS) referrals, In-Home Supportive Services (IHSS) referrals, Mental Health referrals for adults, and 5150 referrals for adults and children. Contractor also agrees to provide telephone answering services for after-hours (i.e. non-business hours) CSOC Child Welfare Services (CWS) calls.

Telephone Triage Services for ASOC shall be provided 7 days a week, 24 hours each day (24/7), including holidays, for the term of this Agreement.

- Referrals for ASOC received Monday through Friday 8:00 a.m. to 5:00 p.m. shall be referred to as defined below.
- ASOC referrals received After-Hours (after 5:00 p.m. and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) shall be referred to Placer County's after-hours service provider, Sierra Family Services as defined below
- CSOC mental health or 5150 crisis referrals received After-Hours (after 10:00 p.m., and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) shall be referred to Placer County's after-hours service provider, Sierra Family Services.

**The specific responsibilities of Contractor for Placer County's Children's System of Care Child Welfare Service (CWS) calls are as follows:**

1. The after-hours telephone calls for CWS referrals and emergencies will be directed immediately to the designated after-hours Placer County CWS Social Worker, who shall be solely responsible for the intake and/or screening of child welfare referrals and/or emergency calls.
2. The Contractor will obtain necessary contact information of caller to allow for a call back in the event of a disrupted call.
3. The Contractor shall not provide CWS triage services or otherwise be responsible for intake or screening of the calls, including emergency CWS calls.
4. The Contractor shall act only as a telephone answering service for the purpose of transferring the afterhours CWS calls to the CWS worker.

**The specific responsibilities of Contractor for Other Placer Phone Triage Services for ASOC and CSOC non-CWS Programs are as follows:**

1. Receive all calls, collect intake information and make assessment for appropriate referral to ASOC and CSOC non-CWS Programs (APS, IHSS, Adult Mental Health, APS, and CSOC Mental Health or 5150 Crisis)).

2. Document all calls through utilization of the Placer County AVATAR tracking system (Call Log Report and 5150 Case Tracker).
3. Check the AVATAR tracking system to verify if caller is an active client in ASOC program or whether client has mental health history.

If client is determined an active mental health client, Intake Worker shall leave a voice mail message for a specific case manager with information on client's status. If client is determined to be an active conserved client, the Intake worker shall leave a voice mail message for the specific ASOC PG deputy with information on client's status.

4. Screen all referrals to determine eligibility (Medi-Cal or third party insurance).
5. Complete required referral documentation for specific programs using the appropriate forms for APS, IHSS, Mental Health, or 5150 Crisis.
6. For ASCO and CSOC mental health and 5150 crisis calls, use the Managed Care screening tool to determine linkage of mental health services to the specific managed care plan, where appropriate.
7. For CSOC mental health and 5150 crisis calls, screen all mental health referrals to determine crisis status.
8. For CSOC mental health and 5150 crisis calls, contact Sierra Mental Wellness Group staff to provide crisis mental health response per usual protocol following screening.
9. For ASOC mental health and crisis calls, contact ASOC Adult Crisis Response Coordinator during the hours of 8 am to 5 pm Monday through Friday for referral of any 5150 evaluations. On weekends or evening after hours, contact Sierra Family Services staff providing crisis response. During business hours on referrals involving conserved clients, the Intake worker will direct the County worker to contact the Public Guardian (PG) Office. After hours, the Intake worker will contact the County After-Hours supervisor or contracted crisis worker and direct them to alert the PG Office.
10. All documentation shall meet requirements set forth by the Department of Mental Health, and Placer County's Managed Care Program to meet the requirements of assuring access to Mental Health Services.
11. Provide information, consultation, and education for clients by telephone as appropriate.



12. Contractor shall comply with all the Security Standards for the Placer County Data Network

**Phone Triage Responsibilities for Nevada and Placer County:**

The Contractor shall meet all requirements in 1810.405 of Title IX, California Code of Regulations as it pertains to beneficiaries accessing specialty mental health services. The Contractor shall meet these requirements anytime a call requesting services is received for Nevada County or Placer County, using the respective staff associated with those programs. Some of the requirements include keeping a log of calls, completing the appropriate forms both on paper and electronically, possibly using an electronic health record; additionally determining the nature of the call as urgent, crisis, or non-urgent, or making a grievance or complaint.

**6. New Directions Staff**

Contractor shall provide staff trained in both adult education and case management, and provide these services at the Behavioral Health office in Grass Valley. The staff shall provide case management, plan development, collateral and rehabilitation mental health services (as defined by California Code of Regulation, Title 9), as well as adult education classes for County clients in the New Directions Behavioral Health Program. Services shall be provided based on established medical necessity and authorization policies carried out by the County and these services shall address behavioral, emotional, and functional impairments. This staff shall maintain at least a 65% productivity standard. All documentation shall be completed according to Medi-Cal requirements.

The Contractor shall provide targeted peer counseling training classes. These classes and other adult education classes, including the performance objectives, methodology, and teaching plan, shall be reviewed with and approved by the County Program Manager. At least two (2) separate Peer Counseling Training series (of at least 24 weeks) shall be completed within the year. The staff shall provide four (4) hours per week of targeted training services to enable Peer Supporters to effectively provide crisis support, counseling, and rehabilitative services to individuals in the Insight Respite Center.

The Contractor shall run Rehabilitation groups, which include peer counseling training, three (3) days per week, five (5) hours per day with a minimum of five (5) people attending groups. The Contractor shall facilitate the development of community service training where New Directions clients educate community partners one (1) time per quarter on issues related to mental illness, to include the goal of decreasing stigma about mental illness.

**Other Contractor Responsibilities:**

All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.

- 1) Contractor shall be responsible for paying all employees' salaries and associated costs.

- 2) Employees hired by Contractor shall be in good health and good physical condition.
- 3) It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.
- 4) All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal Rehabilitation Option Manual and Managed Care.
- 5) Contractor shall be responsible for maintaining compliance with Department of Health Care Services Medi-Cal audits.
- 6) Contractor shall operate all components within the County projected budget.
- 7) The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.
- 8) Nondiscrimination:

Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- 9) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1252 et seq.).
- 10) Contractor shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 02-03, "Addendum for Implementation Plan for Phase II



Consolidation of Medi-Cal Specialty Mental Health Services - Cultural Competence Plan Requirements.”

- 11) 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 County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and 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, and shall be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.
- 12) Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.
- 13) Comply and cooperate with County in the transition from ICD-9 to ICD-10 and from DSM IV-TR to DSM-5 Codes. County will make training available to Contractor.

**II. COUNTY RESPONSIBILITIES:**

The County shall:

Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

Make available all pertinent data and records for review.

Oversee day-to-day operations of the staff doing clinical supervision, patient rights advocacy, and quality assurance. Provide clinical supervision of the staff, including review of performance and other key aspects of the positions.

Periodic review of Nevada County triage staff meeting the requirements of the contract above related to crisis calls, as well as all requirements in 1810.405 of Title IX, California Code of Regulations as it pertains to beneficiaries accessing specialty mental health services

**III. JOINT RESPONSIBILITIES:**

Contractor and Behavioral Health Program Manager or designee agree to meet quarterly to review expenses and budget status and to renegotiate budget projections if necessary.

Contractor and Behavioral Health Director shall provide Quality Improvement training and shall monitor records to assure compliance.

Contractor and Behavioral Health agree to comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The parties to this contract shall comply with applicable laws, regulations and State policies relating to patients' rights.

Share joint responsibilities for review of all adverse incidents and unusual occurrences.

Develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

#### **IV. EVALUATION:**

At 6-month intervals, the County shall do a Program Review, which shall include evaluation of:

- Cost effectiveness
- Program's ability to meet individual client's treatment goals and objectives
- Follow-up of appropriateness of client's placement outside of transition home.
- Analysis of impact on out-of-county placements and acute care costs.
- Review of personnel records to assure compliance with Title 9.

County shall submit report of finding and recommendation to Contractor, who shall respond in writing within 30 days.

MHSA reporting requirements include the following:

A quarterly Progress Report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:

1. The targeted number of individuals, clients, and families to be served in each reporting quarter.
2. The total number of individuals, clients, and families to be served in each reporting quarter.
3. The final Quarterly progress Report shall include the total number of unduplicated individuals, clients, and family units served by each program/service during the fiscal year.
4. The Quarterly Progress Report shall be submitted no later than 30 days following the end of each reporting quarter.



**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**AUBURN COUNSELING SERVICES, INC., D/B/A COMMUNICARE**

As compensation for services rendered to County, Contractor shall be reimbursed for actual costs incurred. It is understood and agreed by and between the parties that said payments are for services provided herein and not for direct client care which is to be billed by Nevada County Behavioral Health to the involved third party in accordance with the procedures, rules and regulations of the State of California and/or third party payers.

Contractor shall bill County each month for actual costs incurred in carrying out the terms of the Contract. Contractor agrees that he will be responsible for the validity of all invoices. These invoices shall include costs incurred for liability and malpractice insurance, tax and accounting services and actual salary and benefits paid to employees.

The maximum contract price shall not exceed \$900,618 and is based on the following projected budget:

Category	-----Nevada County ----- ----->			New Directions	<Placer County>	Total
	Nevada County Triage	Patients' Rights Advocate Svcs	Quality Assurance Clinical Supervisor		Regional Phone Crisis	
<b>Program Costs:</b>						
- Wages/Salaries	146,533	10,608	36,816	30,400	426,291	650,648
- Overload Differential	-12,000	0	0	0	12,000	0
- Payroll Taxes	14,653	1,061	3,682	3,040	42,629	65,065
- W/C Insurance	10,257	743	2,577	2,128	29,840	45,545
- Wages/Salaries (Benefits)	2,198	159	552	456	6,394	9,759
- Vehicle Insurance	0	0	0	0	500	500
- Miscellaneous	842	100	65	50	668	1,725
<b>Ancillary Costs:</b>						
- Mileage Reimbursements	0	0	0		14,795	14,795
- Accounting Fees	3,440	340	1,000	974		5,754
- Bank Fees/LOC Fees	136	10	34	28	380	588
- Liab/Mal Insurance	4,204	301	1,044	862	11,776	18,187
- Interest Expense	1,428	102	355	293	4,000	6,178
<b>Administrative Fees</b>	17,169	1,342	4,613	3,823	54,927	81,874
<b>Total Expenses &amp; Fees</b>	<b>\$188,860</b>	<b>\$14,766</b>	<b>\$50,738</b>	<b>\$42,054</b>	<b>\$604,200</b>	<b>\$900,618</b>

<b>Nevada County Subtotal</b>	<b>\$296,418</b>
<b>Placer County Subtotal</b>	<b>\$604,200</b>
<b>Total 1 yr Contract</b>	<b>\$900,618</b>

Administrative services billed shall not exceed 10% of the accrued monthly cost. Should the Contractor expect expenditures within the three major categories in the budget listed above to change, Contractor shall notify and review such changes with the Director of Behavioral Health. Behavioral Health at its sole discretion may approve any budget line item changes.

Monthly invoices shall be an itemized accounting for costs incurred each month.

In the event of termination or in the event of non-performance of this contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this contract.

Contractor shall submit monthly invoices to:

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

Behavioral Health Department will 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.