

**AMENDMENT #2 TO THE RENEWAL CONTRACT WITH
MIDVALLEY RECOVERY FACILITIES, INC, D/B/A PATHWAYS
(RES. 20-1214)(RES. 21-154)**

THIS AMENDMENT is dated this 10th day of August, 2021 by and between MIDVALLEY RECOVERY FACILITIES, INC, D/B/A PATHWAYS, 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 Professional Services Agreement, as approved on June 16, 2020, per Resolution No. 20-214 and amended per Resolution No. 21-154.

WHEREAS, the County has contracted with Contractor to provide residential treatment and withdrawal management services for referred clients of Nevada County, for the contract term of July 1, 2020 through June 30, 2021; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$144,825 to \$178,825 (an increase of \$34,000); and 2) 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 #2 shall be effective as of June 1, 2021.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$178,825.
3. That Exhibit “B”, “Schedule of Charges and Payments”, shall be revised to the amended Exhibit “B” as 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 Dan Miller
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: _____
Edward Anderson
Executive Director, Pathways
430 Teegarden Avenue
Yuba City, CA 95991

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
MIDVALLEY RECOVERY FACILITIES, INC., D/B/A PATHWAYS

For satisfactory performance of services as outlined in Exhibit “A”, the County shall reimburse the Contractor a sum not to exceed the maximum contract price of \$178,825 for the term of July 1, 2020 through June 30, 2021.

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. Please note with the current dire economic forecast the risk of mid-year contract adjustments are higher than usual.

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

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

- A) Reimbursement for outpatient drug free treatment services shall be based on the lowest of the following:
 - 1) The Contractor’s usual and customary charge to the general public for the same or similar services;
 - 2) The Contractor’s allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
 - 3) The Drug Medi-Cal (DMC) Rate for Fiscal Year 2020/21.

The current DMC rates are:

Service	Drug Medi- Cal Rate
Residential 3.1 & 3.5	\$140 per day (includes room and board) <i>County shall be billed only for those days County client was a resident in one of the Contractor’s programs.</i>
Withdrawal Management 3.2	\$159 per day (includes room and board) <i>County shall be billed only for those days County client was a resident in one of the Contractor’s programs</i>

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

The rate for Non Drug Medi-Cal funded beneficiaries shall be same as the above listed Drug Medi-Cal Rate.

Billing and Payment:

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

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

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

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

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

Contractor shall submit invoices to:

Nevada County Behavioral Health
Department Attn: Fiscal Staff
500 Crown Point Circle,
ste 120 Grass Valley,
California