

**AMENDMENT #2 TO THE RENEWAL CONTRACT WITH GATEWAY  
MOUNTAIN CENTER (RES. 19-470; RES. 20-005)**

**THIS AMENDMENT** is dated this 28<sup>th</sup> day of April, 2020 by and between GATEWAY MOUNTAIN CENTER, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment No. 2 will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on August 27, 2019, per Resolution No. 19-470 and subsequently amended on January 14, 2020, per Resolution No. 20-005.

**WHEREAS**, the County has contracted with Contractor to provide comprehensive mental health treatment services primarily targeted for emotionally disturbed youth referred from and authorized for services by the Nevada County Behavioral Health Department for the contract term of July 1, 2019 through June 30, 2020; and

**WHEREAS**, the parties desire to amend their Agreement to add an alternate payment mechanism for services provided March through June 2020 due to impacts of the Coronavirus and amend Exhibit “B” Schedule of Charges and Payments, to reflect the alternate payment mechanism.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #2 shall be effective as of March 1, 2020.
2. That Exhibit “B”, “Schedule of Charges and Payments”, shall be revised to the amended Exhibit “B” as attached hereto and incorporated herein.
3. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: \_\_\_\_\_  
Honorable Heidi Hall  
Chair of the Board of Supervisors

CONTRACTOR:

By: \_\_\_\_\_  
Peter Mayfield, Executive Director  
Gateway Mountain Center  
10038 Meadow Way  
Truckee, California 96161

ATTEST:

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

**EXHIBIT “B”  
SCHEDULE OF CHARGES AND PAYMENTS  
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 \$88,200 for the term of this contract.

**Contract Maximum is based on the estimated budget (see Attachment “A”).**

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

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 Monthly Billable Svc \$	7,056
Target Monthly Billable Units	2,645
Target Monthly Non-Billable Svc \$	294
Target Monthly Non-Billable Units	146

**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.

For the period of July 1, 2019 through February 29<sup>th</sup>, 2020 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.

For the period of March 1, 2020 through June 30<sup>th</sup>, 2020 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$7,350 for satisfactorily providing services as outlined in Exhibit "A". All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15<sup>th</sup> of the month following the month of service, and the Behavioral Health Department will process and make payment within 30 days of receipt of the invoice. The Behavioral Health Director may approve an increase over the monthly 1/12<sup>th</sup> reimbursement rate for project expenditures if justified.

Contractor should continue efforts to meet above listed monthly targets and communicate progress weekly with County Contract Manager. Additionally, Contractor is encouraged to avoid any unnecessary expenditures to maximize County's funding streams.

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 30<sup>th</sup>, 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.