

**AMENDMENT NO. 1 TO THE CONTRACT WITH SIERRA
MENTAL WELLNESS GROUP (RES 23-307)**

THIS AMENDMENT is executed this December 5th, 2023 by and between **SIERRA MENTAL WELLNESS GROUP**, 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 Professional Services Contract, executed on June 27, 2023 per Resolution RES 23-307; and

WHEREAS, the Department of Health Care Services (DHCS) has required that all county behavioral health systems in California expand their crisis services to provide community- based mobile crisis intervention services 24 hours per day, 7 days per week, 365 days per year; and

WHEREAS, DHCS has required that these services be provided by counties as a Medi-Cal benefit as of December 31, 2023; and

WHEREAS, the Contractor provides crisis intervention, community client services, and services in relation to the operation of a Crisis Stabilization Unit (CSU); and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$3,637,079 to \$4,559,576 (an increase of \$922,497), revise Exhibit “A” Schedule of Services, to include a 24/7 mobile crisis response and 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 No. 1 shall be effective as of October 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$4,559,576.
3. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
4. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised 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 except as amended herein.

COUNTY OF NEVADA:

CONTRACTOR:

By: _____
Edward Scofield
Chair of the Board of Supervisors

By: _____
Sierra Mental Wellness Group
406 Sunrise Avenue, Suite 300
Roseville, CA 95661

ATTEST:

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

EXHIBIT A
SCHEDULE OF SERVICES
SIERRA MENTAL WELLNESS GROUP

Sierra Mental Wellness Group (SMWG) is contracted with Nevada County Behavioral Health (NCBH) to provide crisis interventions services to individuals in Nevada County who are experiencing or at risk of experiencing a behavioral health crisis. Contractor shall provide Crisis Intervention Services defined as an immediate therapeutic response by telehealth and/or face to face contact. This response shall encompass multiple functions including direct service provision of brief counseling, crisis assessment and intervention, information regarding Mental Health or Substance Use Disorder services and related issues, referral to alternate resources, and consultation with referring agencies or client's identified support persons. SMWG will provide these crisis intervention services through the following programs:

- Crisis Team (Exhibit A-1)
- Crisis Stabilization Unit (CSU) (Exhibit A-2)
- Co-Responder Crisis Team (Exhibit A-3)

1) Contractor Responsibilities (applies to all programs listed above)

a. General Responsibilities

- i. Services should be designed to meet clients' diverse needs. Contractors will be expected to participate in the NCBH Cultural Competency program, participate in trainings, and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.
- ii. Contractor shall maintain good standing and privileges at the two local hospitals in order to provide crisis assessments within the emergency department and to receive and exchange relevant health information.
- iii. Deliver services in compliance with all applicable provisions described under the Welfare and Institutions Code.
- iv. Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan-McCorquodale Act, Sections 500-868, the Welfare and Institutions Code Division 5, entitled Community Mental Health Services, Sections 5000-5803, as amended, Local Mental Health Authority, and other applicable laws, regulations and policies governing the provisions of public Mental Health services.

b. Staffing Responsibilities

- i. Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward. Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractors is expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractors should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor shall consult with County contract manager about proposed metrics to track.

- ii. Physical Health Qualifications: In the event that any hospital or other health care facility or any state or local law requires physical tests, drug tests, immunizations or other specific health related requirements be met, Contractor agrees to provide workers who have met all of the requirements or have had all of the appropriate tests or exams.
- iii. Certification: Upon request by the state, federal government, NCBH, any hospital or other health care facility, Contractor agrees to provide certification that the crisis specialist meets the minimum requirements for that position within their program and is qualified to do crisis intervention.
- iv. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time a crisis specialist may be hired by Contractor who does not provide services to the level or in the manner, which is appropriate for the circumstance. In that event, County shall communicate any service or worker deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, pertaining to any worker who does not provide services to the level of its expectation.
- v. Staff Training
 - 1. Contractor will ensure that staff have completed all mandatory trainings for their program type, job classification, and funding source. This includes any required trainings from DHCS, Nevada County, and grant funding sources.
 - 2. At minimum, contractor will provide each staff member with 20 hours per year of staff development on a variety of topics pertinent to their program type and function.
 - 3. The following topics should be covered at least biennially: Suicide Assessment, Crisis Assessment and Intervention, Motivational Interviewing, Harm Reduction, Safety Planning, Trauma-Informed Care, Understanding the Basic Principles of Recovery, Overview of Mental Health Conditions and Substance Use Disorders, Medication Management for MH and SUD, Local Resources and Supports, and Crisis De-escalation Strategies.
 - 4. Contractor shall provide training on and utilize evidence-based or emerging/promising practices whenever possible, including following the principles of being Wellness, Recovery, Family, and Resiliency-oriented in the CSU.
 - 5. Contractor will maintain records of completed staff trainings that include name of training, date of training, method of delivery (e.g., asynchronous, synchronous via video conference, in-person, etc.), trainer, and certificates of completion for each individual in attendance or sign in/out sheets for attendees. Contractor must provide this documentation at the County's request.

c. Infrastructure

i. Vehicles

- 1. The Contractor shall provide all required maintenance and maintenance costs of the vehicles purchased for the program.
- 2. The Contractor shall provide all required maintenance and maintenance costs of the vehicles purchased through the CCMU grant.
- 3. Provide fiscal documentation per CCMU reporting guidelines for the purchase, upgrades, and maintenance cost of vehicles.
- 4. The Contractor shall utilize the vehicle to support program activities for the useful life of the vehicle, which is expected to be no less than ten (10) years or 175,000 miles (whichever comes first) from date of procurement, unless

the Contractor has specifically been granted prior approval from the County for an alternate use. Should the Contractor cease contracted program operations, or stop using the vehicle for its intended purpose before its useful life, Contractor shall reimburse County the fair market value of the vehicle, unless County elects to waive this obligation. Contractor is expected to maintain vehicle licensing and automobile liability Insurance Services Offices Form Number CA 0001 covering Code 1 (any auto) with limits no less than \$1,000,000 per accident for bodily injury and property damage. Contractor must complete all required routine maintenance on the vehicle. This provision shall survive the termination date of the Contract.

5. Upon termination of the vehicle's useful life, the Contractor shall seek written permission of the County to dispose of the vehicle by means of donation to a non-profit organization located within Nevada County. Should the Contractor decide not to donate the vehicle, the vehicle shall be sold and all proceeds must be returned to the County unless County elects to waive this obligation.

ii. Computer/Electronics/Network

1. Contractor will provide IT equipment and cell phones for staff while working out in the field that have been purchased and are maintained by Contractor. Contractor will work with the County to transition onsite staff off of County purchased and maintained equipment to Contractor purchased and maintained equipment.
2. Contractor is responsible for purchasing and maintaining all technology needed to run their programs, and for providing their own IS support when needed.
3. Contractor is responsible for setting up and maintaining internet and network connectivity.
4. Contractor is responsible for purchasing and maintaining all necessary office furniture.

d. Administrative Responsibilities

i. Electronic Health Record(EHR): CalMHSA Streamline SmartCare

1. The Contractor shall be required to use the Streamline SmartCare product that is relevant to the scope of work of this contract, as requested by the County. This may include the following Streamline SmartCare functionality: use of the Billing System, client chart, physician or nursing specific home pages, E-Prescribing, other clinical documentation, and any other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals.
2. The contractor shall receive training as needed to be able to comply with the SmartCare EHR requirement. The contractor will identify "super users" which have strong computer skills that can provide extra training and support of weaker user of the EHR. NCBH will provide access and training to the contractor to enable Contractor to comply with EHR system use requirement.
3. The Contractor shall also maintain approval from Sierra Nevada Memorial Hospital and Tahoe Forest Hospital to access their portal or EHR to obtain relevant health information to the extent permissible under the law.

ii. Evaluation and Data Collection

1. Contractor agrees to cooperate with County for the collection of data for the purpose of reporting to the program's funding sources for the operation of Crisis Intervention Services.

2. Contractor team members shall participate in periodic evaluation meetings, provide feedback on data reports, and share evaluation findings with the staff. Contractor staff shall work closely with the grant evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator.
3. Contractor shall collect and submit timely data on all persons who received services through the crisis continuum of care. Contractor shall ensure that data is collected in a reliable and timely manner and ensure that all staff and volunteers understand the importance of accurate and timely data. All data will be presented and reviewed at MHSA, Continuum of Crisis Care, stakeholder, and other relevant meetings.
4. Contractor shall provide data for analyzing outcome measures for clients and the Crisis Continuum of Care. Contractor and County shall work together to determine what data needs to be collected and method or source for collecting such data. This may include data on demographics, client outcomes, follow-up, volume and location of crisis assessments, number and type of 5150s, CSU admissions, and 5150 holds that were able to be revoked or expire with safety planning and/or CSU admission.

iii. Record Keeping

1. Patient Records – Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift. Records of each individual client shall include a record of services provided in sufficient detail to make possible an evaluation of services, and it must contain all necessary information as required by the Department of Behavioral Health, including progress notes and assessments. All documentation shall meet Medi-Cal and Medicare requirements.
2. Statistical Reports – Statistical records shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.
3. Monthly statistical and activity reports will be submitted to the Behavioral Health Director in a format specified by the Behavioral Health Director.
4. The Contractor agrees to extend to the Behavioral Health Director or his/her designee, the right to review and investigate records, programs or procedures, at any time in regard to clients as well as the overall operation of Contractor's programs.
5. Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law. Contractor shall implement and utilize procedures to protect client confidentiality and train staff in complying with all confidentiality and privacy requirements.
6. Develop and maintain a budget in compliance with all county, state, and federal requirements.

iv. Certifications

1. Medi-Cal Certification
 - a. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all of its service locations. Contractor will offer regular hours of

operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

- b. Each Medi-Cal service provided must meet access criteria guidelines, medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- c. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.
- d. Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- e. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

v. Other

1. Administrative services shall be provided by Contractor.
2. Contractor must maintain privileges at Sierra Nevada Memorial Hospital and Tahoe Forest Hospital.
3. Contractor must maintain cooperative working relationships with all agencies and county departments and report any problem areas to the Behavioral Health Director.
4. Contractor must follow criteria established by Nevada County for admission to Psychiatric Health Facilities or Psychiatric Hospitals.
5. ADMINISTRATIVE CHANNELS: Contractor shall be responsible to the Behavioral Health Director, or his/her designee, in accordance with all provisions under the Welfare and Institutions Code, which includes that the Director shall exercise general supervision over the Mental Health Services under the County Short-Doyle Plan and shall be responsible for the ongoing coordination of all public and private Mental Health programs and services in the County.
6. The Contractor agrees to comply with all applicable provisions of Title 9 of the California Administrative Code Division 5 entitled Community Mental Health Services Act, Sections 5000-5803.

2) County Responsibilities:

- a. County shall provide oversight and monitoring of Contractor in accordance with County Policy and Procedures.
- b. County shall facilitate a monthly meeting with Contractor to discuss the contracted programs, budget, program improvements, and to provide ongoing monitoring and support.
- c. County shall maintain and make available user names and login profiles for the EHR.

EXHIBIT A-1
CRISIS TEAM
SCHEDULE OF SERVICES
SIERRA MENTAL WELLNESS GROUP

1) Program Overview:

The Crisis Team provides rapid response, assessment, and stabilization to individuals who are experiencing or at risk of experiencing a behavioral health crisis. These services may be provided in a hospital-based setting or in the community via the Mobile Crisis Team.

2) Contractor Responsibilities

a. Program Responsibilities

- i. Provide a 24/7 county wide crisis response to individuals in the community or at Sierra Nevada Memorial Hospital who are experiencing or at-risk of a experiencing a behavioral health crisis. This includes the provision and staffing of a 24/7 Mobile Crisis Team.
- ii. Provide crisis assessments and evaluations at Sierra Nevada Memorial Hospital, Tahoe Forest Hospital, community-based organizations, public gathering spaces, residences, local jail, juvenile hall, and any other location deemed safe to respond to within the community.
- iii. Community based crisis assessments should be provided within one hour of the initial request for an assessment. Hospital based crisis assessments should be provided within 30 minutes of the request for an assessment or of confirmation of medical clearance. Reasonable delays related to medical clearance or the need for law enforcement to clear a scene for safety are acceptable.
- iv. Coordinate with Auburn Counseling to initiate dispatch of the Mobile Crisis Team (MCT).
- v. Contractor is responsible for developing and maintaining a MOU between SMWG and Auburn Counseling.
- vi. Contractor is responsible for identifying, purchasing, and maintaining systems of communication between Auburn Counseling mobile crisis dispatch and MCT.
- vii. Identify appropriate acute psychiatric facilities and complete admissions to the 5150-facility designated by County when needed.
- viii. Follow-up Services:
 1. Provide follow-up service to all recipients of the MCT within the timelines and scope specified in BHIN 23-025 (<https://www.dhcs.ca.gov/Documents/BHIN-23-025-Medi-Cal-Mobile-Crisis-Services-Benefit-Implementation.pdf>) or any subsequent guidance issued by DHCS.
 2. Provide outreach and targeted case management services within 7 and 30 days to all medi-cal beneficiaries assessed in the emergency department and discharged home in order to provide linkage to appropriate mental health service delivery systems, safety planning, and support.
 3. Refer and connect recipients of crisis services to appropriate community and county resources in order to address their needs, including Social Services, Behavioral Health, Spirit Center, etc.
 4. For medi-cal beneficiaries who present with a substance use disorder and who do not meet criteria for a 5150, the crisis specialist will link the client to SUD services by supporting the client in calling the 24/7 Behavioral Health Access Line to determine the appropriate level of care and support needed.
- ix. Consumer Feedback:

1. Contractor will create a mechanism to solicit and receive client/caregiver feedback.
 2. Feedback shall specify the location of the crisis service provided (e.g., CSU, TFH, SNMH, MCT), the effectiveness of intervention in stabilizing the person in crisis, and client's subjective experience of the intervention, and room for open ended comments and suggested areas of improvement.
 3. Consumer feedback should be collected in a format that can generate a report and that can be provided to the County upon request.
- b. Service Locations and Hours of Operation
- i. Sierra Nevada Memorial Hospital: Contractor shall have at least one Crisis Specialist available to do crisis assessments in the emergency department 24/7.
 - ii. Community Western County: A two-person mobile crisis response team will be available to respond to calls in the community at the location of the individual experiencing or at risk of experiencing a mental health crisis 24/7. One member of the two-person team may participate via telehealth if it is safe to do so and necessary for a timely response. Each responding team will be composed of a combination approved team members with at least one member who is qualified to conduct a crisis assessment and at least one member carrying, trained, and able to administer naloxone.
 - iii. Tahoe Truckee Area: Contractor will staff a crisis specialist in Tahoe Truckee available to respond to Tahoe Forest Hospital or in the community at minimum 40 hours per week. Additionally, contractor will have a crisis specialist available on-call to respond either in person or via telehealth to hospital and community-based evaluations outside of the scheduled work hours above.
 - iv. All hours of operation are agreed upon between the County and the Contractor. Any major changes to hours of operation or scheduling of staff coverage need to be made in writing and approved by the County.
- c. Procedures for Crisis Team:
- i. Contractor will have a person available at all times to answer the phone in order to receive requests for crisis assessments in the hospital or in the community.
 1. All requests for MCT dispatch shall come from the Crisis Line, which is answered by Auburn Counseling Services Inc.
 2. If requests for MCT dispatch are received from an entity other than Auburn Counseling:
 - a. When it is appropriate to do so, contractor will transfer the call to the Crisis Line to complete the Dispatch Tool and determine the disposition of the call.
 - b. Contractor will remind members of the public and community partners that all MCT requests should go through the Crisis Line.
 3. When a MCT response is complete, contractor will notify Auburn Counseling Auburn Counseling Services of completion and availability to dispatch.
 - ii. Contractor will respond to requests for crisis assessments in the hospital and community within the timelines specified above and triage each case according to individual needs.
 - iii. Mobile crisis responses and operations shall meet the guidelines for mobile crisis teams as outlined by DHCS in [BHIN 23-025](#).
 - iv. Crisis Specialists who meet minimum qualifications as outlined by the county may be designated by the county to place people on a 5150 hold based on their assessment of that individual.

- v. Crisis Specialists must have 24/7 access to a licensed or license-eligible mental health clinician for consultation.
- vi. Crisis specialists will provide crisis assessment, brief intervention, and safety planning for people experiencing or at risk of experiencing a behavioral health crisis.
- vii. Crisis specialists on the MCT will provide transportation to the hospital, CSU, or other stabilizing location when it is deemed safe to do so and when providing such a support would minimize potential disruption or distress to the person in crisis.
- viii. Contractor will identify, refer, and secure placement at county designated 5150 locations when a person is assessed as requiring acute psychiatric care.
- ix. Contractor will initiate and participate in AB 2275 hearings in accordance with county procedures.
- x. Crisis Specialist will complete all applicable documentation in accordance with guidance issued by DHCS, NCBH, and any other applicable oversight agencies.
- xi. In order to coordinate care, at the end of each shift Crisis Specialists will document and send to NCBH the current disposition, hold status, any recommendations for follow-up, plan, and progress toward the plan in a shift note or another mutually agreed upon format.
- xii. At the end of each shift crisis specialist will contact the incoming crisis specialist regarding crisis contacts and pending issues.
- xiii. Crisis Specialist will provide follow-up with all applicable recipients of crisis services as outlined in the section above.

d. Staffing

i. Staffing Qualifications:

1. DIRECTOR and SUPERVISOR: The Crisis Team Director/General Manager and the Crisis Team Supervisor will be provided by Contractor and will have the primary responsibility for supervising the Crisis Team and coordinating the crisis service with Nevada County Behavioral Health; the Supervisor will carry out their responsibilities on a day-to-day basis.
2. The Crisis Team Director shall have a Master's degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT, PhD/PsyD, or Registered Nurse. They shall have five years' experience in the provision of community Mental Health Crisis services and two years supervision of Crisis services. The Crisis Team Supervisor will have at least a Master's degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT, or PhD/PsyD or be eligible to collect hours toward licensure through the California Board of Behavioral Sciences or the Board of Psychology.
3. Crisis Team Members:
 - a. Crisis Specialist: LPHA, LPHA-waiver, MHRS
 - i. Crisis Specialists must have at least two years of experience in crisis work or a related field.
 - ii. Scope of practice for each crisis specialist must be determined in conjunction with the county based on education, credentials, and experience. County and Contractor will consider and follow all applicable guidance provided by Department of Health Care Services and Federal Medicaid requirements.
 - iii. Crisis Specialists who do not meet the qualifications for a LPHA or LPHA waiver status are not able to complete the diagnostic portions of the assessment (per the Department of

Health Care Services Information Notice 17-040) and must work in conjunction with a LPHA or license-eligible staff.

- iv. A graduate student who is currently enrolled in a social work, marriage and family therapist, psychologist, or related graduate program, and who has completed graduate courses in Assessment and Diagnosis and had training in these areas, is sufficient to operate in the role of a license-eligible staff.
- b. Peer Support Specialist
- i. Peer Support Specialist are defined as individuals who self-identify as having lived experience with the process of recovery from mental illness, substance use disorder, or both, either as a consumer of these services or as a parent, family member, or caregiver of the consumer.
 - ii. Peer Support Specialist must have a current, State-approved Medi-Cal Peer Support Specialist Certification.
 - iii. Peers will work under the direction of a Behavioral Health Professional.
 - iv. Peers will service in a supportive capacity within crisis services including providing referrals and warm hand offs to consumers, assisting with safety planning, providing placement navigation to appropriate levels of care, and documentation support as needed.
- c. AOD Counselor
- i. AOD Counselors are either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies.
 - ii. Meet all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Title 9, Division 4, Chapter 8.
 - iii. AOD Counselors will provide SBIRT, brief counseling and Motivational Interviewing during MCT contacts.
 - iv. AOD Counselors will also coordinate with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to health, behavioral health, shelter/housing, criminal justice, transportation, family education, and mutual aid support groups.
- d. OQP: Other Qualified Provider or Staff(OQP)
- i. Other Qualified Providers are defined as individuals who are of at least 18 years of age with a high school diploma or equivalent degree (and typically a Driver's License) who are approved by the Behavioral Health Director/County Mental Health Department to provide specific services as qualified to provide the services consistent with state law or DHCS/CMS guidelines.
 - ii. State law requires these Other Qualified Providers to provide services under the direction or direct supervision of a Behavioral Health Professional or LMHP within their respective scope of practice. OQP may require close supervision if issues of danger to self or others are present.

- iii. OQP scope is limited to services that the County Mental Health plan and State Law allow under their qualifications, such as delivery of mental health services excluding therapy, targeted care management, crisis intervention, crisis stabilization, mobile crisis services, and rehabilitation counseling. OQP are not able to provide diagnosis or diagnostic assessment services.

- i. Infrastructure

- 1. Vehicles

- a. The Contractor shall purchase one additional All-Wheel Drive vehicle, for a total of two vehicles to be utilized by the crisis teams in Western Nevada County, and one vehicle in Eastern Nevada County.
 - b. The Contractor shall have the vehicle equipped in a way to safely transport individuals in crisis.

- 2. Communication and Dispatch

- a. Contractor is responsible to research, purchase, train, and maintain communication and dispatch equipment.
 - b. Contractor is responsible to train all staff on appropriate use of dispatch equipment.
 - c. Contractor shall have one dedicated phone number for mobile crisis dispatch that shall be answered 24/7.

EXHIBIT A-2
CRISIS STABILIZATION UNIT (CSU)
SCHEDULE OF SERVICES
SIERRA MENTAL WELLNESS GROUP

1) Program Overview:

Contractor shall operate, in collaboration with the County and stakeholders, a Crisis Stabilization Unit (CSU) for the Nevada County Behavioral Health Department, as outlined in this Schedule of Services. The CSU will provide crisis assessments, crisis stabilization, safety planning, and referrals to higher levels of care. Services will be available to all individuals 18 years of age or older, regardless of insurance status. The CSU will be staffed and operational 24 hours per day, 7 day per week and located in close proximity to Sierra Nevada Memorial Hospital (SNMH) for enhanced coordination of patient care. The CSU offers a calm, therapeutic environment for individuals in a psychiatric crisis where they can stay for up to 23 hours per visit. The CSU enhances the crisis continuum of care for Nevada County, which includes Crisis Intervention Services, Insight Respite Center, Spirit Peer Empowerment, and other collaborative arrangements with agencies within and outside the county, such as Nevada County Behavioral Health (NCBH) and Turning Point.

2) Contractor Responsibilities

a. Program Structure

i. General Requirements

1. Provide management and oversight to all CSU Specialists. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time CSU staff may be employed by Contractor who does not provide services at the level or in the manner that meets performance level criteria for such a position. In such an event, County shall communicate any service or worker deficiencies to Contractor and the County reserves the right to require Contractor to take appropriate action regarding any worker who does not provide services to the level of its expectation.
2. Maintain cooperative working relationships with all CSU-related agencies, including SNMH and Tahoe Forest Hospital (TFH), any relevant counties and other Nevada County departments, and report any problems to NCBH.
3. The CSU supervisor or designee along with County Department staff shall attend quarterly meetings with SNMH to discuss the CSU. Contractor will implement and utilize, as approved by the Department, process improvements identified at these meetings.

ii. Admission and Discharge Process

1. Each person will be screened for eligibility by the Crisis Team. The screening will include a collaboration of the Crisis Specialists, who completed an initial 5150 assessment, along with possible Tele psychiatric consulting physician, ED physician and other staff when appropriate. Screenings will take place at the CSU on a walk-in basis or in the Emergency Department of SNMH. Walk-in screenings at the CSU will be provided during the designated scheduled times, as agreed upon by NCBH and SWMG. NCBH will perform periodic review and oversight of admission practices to the CSU. Eligibility criteria for admission to the CSU are outlined below:
 - a. Eighteen (18) years of age or older;

- b. Requiring Crisis Intervention, meaning a service that requires more timely response than a regularly scheduled visit, or the person possibly being at risk of needing psychiatric hospitalization;
 - c. Discharged, or transferred while on a 5150 hold, from an ED, and determined to be both medically cleared of any need for inpatient medical procedures and medically appropriate for the CSU; Clients may be admitted to the CSU while on a 5150 hold for purpose of providing assessment, evaluation and crisis intervention services pending psychiatric hospitalization or release from the 5150 custodial hold within twenty-three (23) hours of admission to the CSU. Those clients on a 5150 hold shall only be admitted after being medically cleared and evaluated and determined by the Crisis Team to be appropriate for admission to the CSU. Appropriateness of admission while on a 5150 custodial hold includes a clinical determination by both the treating ED physician and the Crisis Team that the CSU is the most appropriate location at that time for assessment, evaluation, and crisis intervention. Individuals on a 5150 hold who are determined to pose a threat to the safety and security of other CSU clients or staff due to aggressive, violent, disruptive, or dangerous behaviors, shall not be admitted to the CSU. Individuals on a 5150 hold shall be admitted to the CSU for purposes of assessment, evaluation, and crisis intervention, and shall not be considered as placed in a designated facility for treatment purposes. Contractor shall maintain staffing in conformity with 9 CFR §1840.348(f) to ensure adequate staffing levels at all times for each Specialty Mental Health Service provided, including CSU clients receiving Crisis Stabilization or those clients admitted while on 5150 custodial holds.
 - d. The Crisis Team may also, at times, need to re-assess a CSU client who psychiatrically escalates while in the CSU for re-determining the appropriateness of that admission. These assessments will consider whether the staffing and interventions available at the CSU will meet the psychiatric and behavioral health needs of the client, including whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior. Staff at the CSU may also do this re-assessment if they are also a member of the Crisis Team, and bill their time for this activity to the Crisis Team portion of this contract.
2. Any time a client cannot be managed in the CSU, including upon a determination that the client poses a threat to other CSU clients or staff due to aggressive, violent, disruptive, or dangerous behaviors, they will be referred back to the SNMH ED or to another medical or forensic setting that meets their psychiatric needs. Upon admission to the CSU, the client will have a collaborative meeting that includes a Crisis Specialist, and if available the client's family / supports to develop the best plan for the stay in the CSU. The discharge plan, which includes a Recovery Plan and Relapse Prevention Plan, will be initiated in the first few hours of the CSU stay, and completed prior to leaving the CSU at discharge. The discharge plan provides a clear outline of both strategies for staying safe and linkages to services with community services.

3. All clients are to be discharged from the CSU within 23 hours. The CSU supervisor and the County designee must be immediately notified of an exception (e.g., severe weather, etc.) of a client staying longer than 23 hours at the CSU. Any client on a 5150 hold while at the CSU who appears to no longer meet criteria for 5150 will be assessed by the Crisis Team and be cleared by the on call psychiatrist for a rescind or expiration of the 5150.
4. The goal of the CSU is to help stabilize risk factors and help resolve the crisis in order to support the client to integrate back into the community and/or reduce the reoccurrence of crises. The contractor will integrate family members and other supports in the community into the provided services as much as reasonably possible. Immediate resources that help the client meet physical, emotional, social, housing and other basic necessities will be sought, as well. The staff will utilize a collaborative team approach involving CSU staff, on-call psychiatrist, client's supports, NCBH staff, and Insight Respite staff and other resources from the community or other agencies as appropriate.
5. Each client will be discharged from CSU with a Recovery Plan that includes a comprehensive plan to manage risks and to prevent relapse. The plan will be developed after ongoing assessments and needs identification, using motivational interviewing and the Recovery perspective. In addition to identifying relapse prevention strategies, the plans will include the topics of clinical interventions of medication, nursing, psychotherapy, service coordination, and an identification of potentially effective interventions of outside agencies and community resources will be considered in how they will proceed with the client's discharge from the CSU.
6. Clients will be linked to appropriate community resources prior to discharge, including scheduled appointments with outpatient services, referral to Insight Respite, Odyssey House, and/or other resources, including resources of another county when that person is a resident outside of Nevada County.

iii. Policy and Procedures

1. Contractor will work with the County, other counties that contract with Nevada County, and its stakeholders to further refine policies and procedures that involve all aspects of the operations of the CSU. Admission, discharge, safety protocols including storage of personal property, physical management of medication, psychiatrist consultation, meal times, and other essential functioning of the CSU will be continually analyzed, and revisions made in the corresponding policies and procedures, as warranted.
2. The procedures will be organized by the Contractor in an operations manual and made available during State audits and required onsite visits.

b. Staffing

- i. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.
- ii. The Contractor shall maintain a documented staffing plan for the CSU that covers staffing strategies for business hours, after hours, and weekends.
- iii. Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services.
- iv. A full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse of the contractor will be on site at all times beneficiaries are present.

- v. At a minimum, there shall also be a ratio of at least one licensed mental health or waived/registered professional on site for each of four clients receiving Crisis Stabilization Services.
 - vi. A Board Certified Psychiatrist will be on call daily for a block of 12 hours. This period will be determined by the Contractor and County as the time that best meets the needs of the clients and staff.
 - vii. CSU staff shall be strength-based and respectful in all dealings with clients. Throughout the client's stay, a strong team approach will be emphasized that consistently follows shared decision making. Gender, social, cultural, ethnic, trauma history, age, and other factors will be considered. Utilizing the Recovery Principles of client self-direction and strengths based, CSU staff will facilitate a discussion of day-to-day coping strategies that clients believe are helpful with symptom recognition and symptom triggers and develop a well-prepared Recovery plan.
- c. Administrative Responsibilities
- d. Data/Evaluation/HER
- i. Contractor agrees to cooperate with County for the collection of data for the Evaluation Component of the grant for the operation of the CSU. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the CSU. This approach will provide the information needed to understand access, quality, utilization, and client- and system-level outcomes. Contractor staff shall work closely with the grant evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data will be used by the evaluator to produce monthly, quarterly, and annual reports. CSU team members shall participate in periodic evaluation meetings, provide feedback on data reports, and share evaluation findings with the staff. Client satisfaction surveys will be collected on at least 25% of all CSU clients. This data will be submitted to the grant evaluator for analysis.
 - ii. Contractor shall provide data for analyzing outcome measures for clients and the Crisis Continuum of Care. This may include data on discharged clients, CSU admissions that were successfully returned to the community (removing 5150 holds), etc.
- e. Record Keeping
- i. As a contractor of the County operating the Crisis Stabilization Unit and receiving Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, contractor shall make available, upon written request from the Secretary of Health and Human Services, Sierra Nevada Memorial Hospital, Controller General of the United States, or any other duly authorized agent or representatives, books, documents and records of Contractor's organization that are necessary to verify the nature and extent of such costs until the expiration of ten (10) years after the end of the contract term.

EXHIBIT A-3
CO-RESPONDER CRISIS TEAM
SCHEDULE OF SERVICES
SIERRA MENTAL WELLNESS GROUP

1) Program Overview

The Nevada County Sheriff's Office(NCSO), in conjunction with Nevada County Behavioral Health and Sierra Mental Wellness Group, has been operating a Co-Responder Crises Team since 2020. Currently there are two teams that consist of a deputy and a trained crisis specialist and these teams respond to calls made to the Sheriff's Dispatch that could benefit from the presence of a mental health professional.

2023 BSCC JAG Grant Agreement, accepted by the Nevada County Board of Supervisors on June 27, 2023 through SR 23-3368, is hereby incorporated by reference. Contractor is expected to be knowledgeable and in compliance with Terms and Conditions of said contract.

2) Contractor Responsibilities

a. Program Structure

- i. Crisis Specialist will jointly respond with NCSO to calls related to mental health, substance use, and/or homelessness, with goal of de-escalating crises and reducing incidents of arrest and incarceration
- ii. Crisis Specialist will write 5150 holds as needed and appropriate.
- iii. Coordinate referrals to treatment as appropriate, including to the Crisis Stabilization Unit, HOME Team, Nevada County Behavioral Health, and other critical services.
- iv. Outreach and engage with family and natural supports of program participants.
- v. Share information with NCSO as appropriate in crisis situations as allowed by HIPAA to contribute to the safety and well-being of all parties.
- vi. Provide coordination with NCSO and attend regular meetings with NCSO and NCBH for coordination of services.
- vii. Track relevant project data such as number of 5150 holds written, referrals to treatment, follow-up contact, and other data as directed by the county. Provide all necessary grant reporting for the staff position funded by BCSS JAG grant.
- viii. Conduct Medi-Cal billing when appropriate and allowable.

b. Staffing

- i. 2.0 FTE Crisis Specialists will participate on Co-Responder Crisis Team with Nevada County Sheriff's Office (NCSO)
 1. Crisis Specialists will participate in any appropriate training for this specialized position such as Radio Training, Safety Awareness Training, CJIS Security Training, and other trainings as appropriate.
 2. Abide by NCSO expectations for attire and appearance.
 3. Pass security clearance provided by NCSO.
 4. Be available to work a 40 hour work week with some flexibility about days and times .
- ii. Verify Employment Eligibility
 1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provision 8 U.S.C. 1324a(a)(1) and (2).
 2. Maintain recordkeeping of the award, maintain records of all employment eligibility verifications pertinent to compliance or accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

c. Administrative

i. Contractor shall ensure that County and its grant funders (e.g., BSCC) authorized representatives shall have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period.

ii. Record Keeping

1. Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the Contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. The records shall be maintained for a minimum of five years. These records shall be subject to examination and/or audit by the County or grant funders, such as BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
2. Provide access to Books and Records at the request of the County or grant funders. Make such books, records, supporting documentations, and other evidence available to the grant funders, such as BSCC or its designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of five (5) years. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.
3. Provide data tracking and reporting to analyze outcome measures for the purpose of reporting to funding sources and stakeholders.

3) County Responsibilities

- a. NCSO will provide appropriate uniform/work attire for Crisis Specialists.
- b. Provide appropriate workspace.
- c. Provide specialist training such as radio training, safety awareness training, CGIS security training, and other trainings as appropriate.

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
SIERRA MENTAL WELLNESS GROUP

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, County shall pay Contractor a maximum amount not to exceed \$4,559,576 for the fiscal year July 1, 2023 through June 30, 2024. 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.

It is understood and agreed by and between the parties that said payment is for services provided herein and not for direct patient 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 the Nevada County Behavioral Health Department, and/or third payor.

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.

The Contractor's reimbursement is based on the staffing pattern described in Exhibit A, and according to the estimated project budget:

	Crisis Intervention Services							CSU	Total All Programs
	Western MHSA	Western Non-MHSA	Eastern Other	24/7 Mobile Crisis 10/1-6/30	Mobile Crisis 1	Mobile Crisis 2	CCMU	Crisis Stabilization Unit	
On Site	205,406	365,166	49,920	190,240	87,360	87,360	-		985,452
Supervisor	34,555	64,176					58,342	125,000	282,073
Assistant Supervisor	21,451	71,812						64,974	158,237
Lead Clinician	19,316			47,925					67,241
Staff Back-up/On Call	99,138		39,097	120,000				25,000	283,235
Rollouts	17,063		17,940	11,000					46,003
Program Management			17,325				5,123		22,448
Licensed Therapist/Mental Health Professional								340,267	340,267
Psych Tech/Medical Professional								309,920	309,920
Administrative	51,730							51,730	103,460
Meetings/Training	8,736	8,958	3,600	4,200	4,500	4,500	4,326	8,736	47,556
Total Salaries	457,395	510,112	127,882	373,365	91,860	91,860	67,791	925,627	2,645,892
Payroll Taxes as 25% of Salaries	114,349	127,528	31,971	93,341	22,965	22,965	16,948	231,407	661,474
Total Personnel Expenses	571,744	637,640	159,853	466,706	114,825	114,825	84,739	1,157,034	3,307,366
									-
Psychiatry	6,750	8,250	3,120					80,000	98,120
Pharmacy								1,000	1,000
Office Supplies	1,800	2,200	1,350	1,250	1,000	1,000	1,500	15,000	25,100
Laptop/Computer Equipment	1,800	2,200	1,350	5,000			500		10,850
Cellphone/Communication	1,000	1,000	1,800	7,000	1,070	1,070	1,500	1,500	15,940
Utilities/Meals/Environmental/Linen/Security								92,500	92,500
Staff Development	3,600	4,400	1,800	1,750			500	4,200	16,250
Transportation Services								1,200	1,200
Job Postings/Recruitment/Printing	2,500	2,500	900	5,750	500	500		21,000	33,650
Vehicle			7,500	12,500			12,500		32,500
Mileage	5,625	6,250	1,800	2,250			2,500		18,425
Total Operating Expenses	23,075	26,800	19,620	35,500	2,570	2,570	19,000	216,400	345,535
Administrative Overhead	89,223	99,666	26,921	73,456	17,610	17,610	15,561	206,015	546,062
Startup Costs			10,550	350,063					360,613
Total Expenses	684,042	764,106	216,944	925,725	135,005	135,005	119,300	1,579,449	4,559,576

Contractor agrees that it will be responsible for the validity of all invoices and agrees that it will reimburse County for any payments made by County to Contractor for which billings were prepared and submitted to Department of Behavioral Health, and which were thereafter disallowed in whole or in part by the Department of Behavioral Health and/or County; which includes maximum allowable cost(s) reimbursement by the State.

Contractor may submit a monthly invoice for up to \$131,620. or one-twelfth of the contract maximum for Crisis Stabilization services by the fifteenth day of each month in the contract term. The Behavioral Health Director may at her discretion approve an increase over the monthly 1/12th amount if necessary, for program expenditures.

Contractor shall submit quarterly fiscal reports, including a detailed list of costs for the prior quarter, and cumulative for the contract period, within 30 days of the end of each quarter.

Contractor shall submit invoices and fiscal reports to:

Via mail
Nevada County Health and Human Services Agency
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, California 95959

Or

Via Email

BH.Fiscal@nevadacountyca.gov

CC: Contract Manager (refer to Notification section)

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

Additional Financial Requirements

- A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
- B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
- C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.

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 or more 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 Contractor's 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.

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.

Non-Profit Supplemental Audit Provisions:

(i) Contractor shall have on file with the County at all times their most recent reviewed or audited financial statements including the review or opinion letter issued by an independent Certified Public Accountant. The financial statement package is due to the County within one hundred eighty (180) days of the end of the Contractor's fiscal year. Contractor may request in writing an extension of due date for good cause – at its discretion, County shall provide written approval or denial of request.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$750,000 or more in Federal awards during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in the "Notification" section of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.