

**AMENDMENT #1 TO THE PERSONAL SERVICES CONTRACT WITH
COMMUNITY RECOVERY RESOURCES (CoRR) (RES 16-440)**

THIS AMENDMENT #1 is dated this 14th day of March, 2017 by and between COMMUNITY RECOVERY RESOURCES (CoRR), hereinafter referred to as "CONTRACTOR" and COUNTY OF NEVADA, hereinafter referred to as "COUNTY". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on September 13, 2016, per Resolution No. 16-440; and

WHEREAS, the Contractor provides Perinatal Outpatient Drug Free Treatment (ODF) and Intensive Outpatient (IOT) Treatment Services for substance abuse using pregnant and/or parenting women; Comprehensive Residential Treatment Program Services for the recovery of alcohol/drug dependency; and Substance Abuse Prevention and Treatment Services to residents of Nevada County for the contract term of July 1, 2016 through June 30, 2017; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$589,950 to \$689,950 (an increase of \$100,000) to accommodate probationers' higher than anticipated need for treatment and transitional housing services; 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 #1 shall be effective as of March 1, 2017.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$689,950
3. That Exhibit "B", "Schedule of Charges and Payments", shall be amended and replaced, as set forth in the amended Exhibit "B" attached hereto and incorporated herein.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Hank Weston
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:


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

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMUNITY RECOVERY RESOURCES

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 \$689,950.

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.

SAPT Perinatal Services: \$132,000

Services will be reimbursed based on the Proposed Drug Medi-Cal (DMC) Rate for Fiscal Year 2016/17. If the DMC rates for fiscal year 2016/17 is changed and County is notified of these changes the County shall adjust the reimbursement rates accordingly.

<u>Service</u>	<u>Drug Medi- Cal Rate per Unit of Service</u>	
Outpatient drug free treatment services (ODF), face-to-face individual counseling session, per person	Non-Perinatal	\$ 69.50
	Perinatal	\$ 92.13
ODF, face-to-face group counseling session, per person	Non-Perinatal	\$ 27.46
	Perinatal	\$ 54.63
Intensive outpatient treatment (IOT) face-to-face visit	Non-Perinatal	\$ 59.13
	Perinatal	\$ 82.54

Contractor shall abide by the Title 22 minimum of 2 with a maximum of 12 rules for group sessions.

Contract is based on 12 months of services.

Residential Treatment and Withdrawal Management Behavioral Health Referred client: \$168,750

Contractor shall be compensated at the rate of \$99.97 per day for residential treatment services at Hope House/Serenity House or South Placer Residential Treatment Program. This cost remains the same for men and women without children. For women with children at Hope House, there is an additional \$30/ per day for the cost of the 1st child, and an additional \$20/ per day cost for the second child, with a maximum of two children per client, or up to \$50. County shall be billed only for those days County client was a resident in one of the Contractor's programs.

Contractor shall also be compensated at the rate of \$99.97 per day for detox services, and \$99.97 per day for crisis detox services. The total amount allocated for Crisis Detox Services under this Agreement shall not exceed \$10,000.

Contractor shall provide delineated invoicing and tracking for clients receiving treatment for alcoholism or a polysubstance disorder that includes alcoholism as well as for Probation referred clients.

For Transitional Housing Services, Contractor shall be reimbursed at the rate of \$600 per month (\$19.73 daily) for each authorized individual. County shall be billed only for those days the County authorized client was a resident in said program. For stays less than thirty (30) days, rates shall be prorated.

Prevention Services: \$36,074

I Information/Presentations	\$10,000
II Drop-In	
III A. Adolescent Diversion/ADAPT	\$ 6,400
B. Supported Therapeutic Options Program/SIP	\$ 3,600
IV Adult Services Prevention	\$16,074

Contractor shall submit monthly invoices for Prevention Services containing the total fund allocation amount with identified individual funds, charges and current balances. The monthly invoice for Prevention Services shall not exceed 1/12 of the total contracted amount for Prevention Services unless approved by the Director of Behavioral Health.

Drug Medi-Cal: \$141,126

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 2016/17. If the DMC rates for fiscal year 2016/17 are changed and County is notified of these changes the County shall adjust the reimbursement rates accordingly.

The current DMC Rates are:

<u>Service</u>	<u>Drug Medi- Cal Rate per Unit of Service</u>	
Outpatient drug free treatment services (ODF), face-to-face individual counseling session, per person	Non-Perinatal	\$ 69.50
	Perinatal	\$ 92.13
ODF, face-to-face group counseling session, per person	Non-Perinatal	\$ 27.46
	Perinatal	\$ 54.63
Intensive outpatient treatment (IOT) face-to-face	Non-Perinatal	\$ 59.13
	Perinatal	\$ 82.54

- B) The DMC rate for counseling sessions for outpatient drug free services shall be prorated as follows:

1. The DMC for an individual counseling session shall be prorated using the percentage computed by dividing the total actual time for all counseling sessions by the total time which would have been spent if all counseling sessions were 50 minutes in duration. This percentage (not to exceed 100 percent) shall be applied to the DMC to determine the maximum reimbursement rate.

Example: $\text{Total Session Time} / (50 \text{ minutes} \times \text{Number of Sessions}) \times \text{DMC} = \text{Prorated DMC}$.

2. The DMC for a group counseling session shall be prorated using the percentage computed by dividing the total actual time for all counseling sessions by the total time which would have been spent if all counseling sessions were 90 minutes in duration. This percentage (not to exceed 100 percent) shall be applied to the DMC per person to determine the maximum reimbursement rate.

Example: $\text{Total Session Time} / (90 \text{ minutes} \times \text{Number of Sessions}) \times \text{DMC} = \text{Prorated DMC}$.

3. To qualify as a group counseling session there shall be at least two Medi-Cal beneficiaries in a group of no less than four and no more than twelve individuals.

C) 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.

Drug Testing: \$12,000

The rate charged for clients under this Agreement shall be \$20 per test for each standard test that will include screening for:

1. THC;
2. Amphetamines and Methamphetamines;
3. Cocaine;
4. Morphine and Morphine based drugs, including adulteration screening.

\$5 per additional substance tested for or substituted for another of the base 4 above.

\$20 per test for ETG (72 hr. Alcohol) test

\$20 Breath Alcohol Testing- by DOT approved device and certified Technician

Probation Referred Clients: \$200,000

Outpatient and Residential Treatment and Withdrawal management services including perinatal, provided to clients referred from County Probation Department funded through this contract are not to exceed \$200,000. Rates for services will be the same for Probation and Behavioral Health authorized clients. See rates listed above for Residential and Outpatient Programs.

In addition, the below services and rates apply to Probation authorized clients only:

- **Assessments:** \$250
- **Ancillary Services:** Vary; as charged to public. Typical fees are:
 - **Smoking Cessation Classes:** \$25 per session.
 - **Life skills & Literacy:** \$25 per session.
 - **DUI:** State established fees \$250 to \$1700 depending on required program
- **Transitional/Supportive Housing:** \$600 per month (\$19.73 daily) for each authorized individual. County shall be billed only for those days the County authorized client was a resident in said program. For stays less than thirty (30) days, rates shall be prorated.
- Provision of nutrition counseling and nutrition monitoring services, food, sundry necessities and household items including bed linens and towels: Contractor shall be reimbursed at an amount not to exceed \$300 per month for each authorized Transitional Housing individual.

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.

Contractor shall submit quarterly fiscal reports, including detailed list of costs for the prior quarter and cumulatively during the contract period.

Contractor shall submit invoices to:

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