

**AMENDMENT #1 TO THE PERSONAL SERVICES CONTRACT WITH
STANFORD YOUTH SOLUTIONS (RES 19-304)**

THIS AMENDMENT #1 is dated this 28th day of April, 2020 by and between STANFORD YOUTH SOLUTIONS 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 June 25, 2019 per Resolution No. 19-304; and

WHEREAS, the Contractor provides Comprehensive Specialty Mental Health Services primarily targeted to serve pre- and post-adoptive and guardianship children and families for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, Sierra Forever Families (SFF) and Stanford Youth Solutions (SYS) announced the merging of their two organizations, effective July 1, 2019, with Sierra Forever Family changing its name to Stanford Youth Solutions; 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 #1 shall be effective as of March 1, 2020.
2. That Sierra Forever Families shall hereafter be referred to as Stanford Youth Solutions.
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 Heidi Hall
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
Laura Heintz
Executive Director

ATTEST:

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

**EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
STANFORD YOUTH SOLUTIONS**

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 \$ 965,301 for the term of this contract.

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

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

**Stanford Youth Solutions
Calculation of Estimated Units**

Service and Rate Table	
Type of Service	Interim Rate
Psychiatric/Med Support	5.06
Mental Health Services	2.74
Rehabilitation	2.74
Case Management/Brokerage	2.12
Crisis Intervention	4.07
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Monthly Billable Svc \$	71,593
Target Monthly Billable Units	28,703
Target Monthly Non-Billable Svc \$	8,849
Target Monthly Non-Billable Units	4,380

Billing and Service Documentation

The table above shows the monthly expected number of billable units and revenue to be produced under this contract at the current Interim Rates. Interim Rates will be reviewed quarterly and may be changed based on analysis of the current Interim Rates. No interim rate change will occur without approval from County Director of Behavioral Health. Payment shall be at the Interim Rate effective on the day the service is rendered.

If Contractor already has a State Department of Health Care Services (DHCS) approved negotiated rate in County for the specific services to be provided, the Negotiated Rate shall apply in place of the Interim Rate.

All Rates are subject to the Settlement provisions below for both billable and non-billable services.

The County and Contractor shall periodically review the units of time for Medi-Cal services submitted through this Contract, and at the discretion of the Director of Behavioral Health, and then as mutually agreeable to both parties will renegotiate the Agreement if: 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 85% target.

Each Medi-Cal service requires documentation which must meet medical necessity guidelines and Medi-Cal requirements as described by service.

Contractor will 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 will: 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 29th, 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. Psychiatric/Med Support, Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice will 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.

Contractor shall remit payment to the County in the amount of 2.75% of the total amount of each monthly invoice. This payment shall be for the County monitoring charge.

For the period of March 1, 2020 through June 30th, 2020 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$80,441.75 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 15th 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 1/12th 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 Health & Human Services Agency
Attn: BH Fiscal Staff
950 Maidu Avenue
Nevada City, CA 95959

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. Monitoring charge payment is due within thirty (30) days of payment from County.

Cost Settlement

Contractor shall submit an annual Cost Report on the State Department of Health Care Services' mandated forms—in compliance with the DHCS Cost Report manual—to County by September 30th, after the close of the fiscal year. Contractor may request extension of due date for good cause—at its discretion, County will 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 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.

Audits

Contractor will submit to DHCS 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 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.

ATTACHMENT “A”
SIERRA FOREVER FAMILIES
Nevada County Family Preservation/EPST/DF

EXPENSES PERSONNEL COSTS	FTE	Total Budget
Family Support Specialists	3.00	151,732
Clinical Manager	0.25	23,750
Supervisor	1.00	80,000
Clinicians	5.00	307,025
Office Assistant II	0.50	20,681
Subtotal Personnel:	9.75	583,188
Benefits/Payroll Taxes		128,301
TOTAL PERSONNEL:		711,489
OPERATING EXPENSES		
Travel/Mileage		20,750
Telephone/Cell Phone/Internet Service		11,488
Therapeutic Supplies-Sand Tray Display		3,000
PCIT Room-Equipment/Mirror, TI-Soundproofing Therapy Rooms		12,000
Computer/Teleconferencing Equipment		4,000
Printing		500
Occupancy		41,176
Utilities		4,439
Facilities Maintenance		5,390
Equipment Lease-Copier		2,616
Training/Conferences		15,000
Insurance		4,581
Office/Program Supplies		2,000
Stabilization Fund		12,000
TOTAL OPERATING EXPENSES:		138,940
Subtotal Operating Expenses & Personnel:		850,429
G&A		89,003
2.75% County Monitoring Fee		25,869
TOTAL EXPENSES		965,301

Attachment "B"

**NEVADA COUNTY BEHAVIORAL HEALTH
STABILIZATION FUNDING REQUEST FORM**

Person Making Request: Name: _____

Agency: _____

Date of Request: _____ COUNTY VENDOR I.D. NO. _____

Payment To: _____

Name: _____ Phone: _____

Address: _____ FAX: _____

DESCRIPTION OF SERVICES COVERED BY PAYMENT:

Date Funds are Needed by Participant: _____

Program (check one): ___ FACT Children's ___ FACT Adult ___ MHSA Children's ___ MHSA Adult

Payment For: (Participant(s) Name) _____

Payment Totals: \$ _____

Payment Method Credit Card \$ _____

Check/Warrant \$ _____

Other Payment form \$ _____

GRAND TOTAL: \$ _____

PURCHASE APPROVED BY

Executive Director Signature _____ Date: _____

For Accounting Use Only

Org Code _____

Project Code Number _____