



# RESOLUTION No. 24-503

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CALMHSA) FOR PSYCHIATRIC INPATIENT CONCURRENT REVIEW TO ALIGN WITH THE FISCAL YEAR RATHER THAN THE CALENDAR YEAR AND TO INCREASE THE MAXIMUM FROM \$62,720 (AN INCREASE OF \$15,680) FOR A NEW MAXIMUM AMOUNT OF \$78,400 FOR THE TERM AUGUST 1, 2023, THROUGH JUNE 30, 2025**

WHEREAS, Behavioral Health Departments under the authority of the Government Code; and

WHEREAS, per Resolution 23-345 on July 11, 2023, the Nevada County Board of Supervisors approved the Participation Agreement between the County of Nevada and California Mental Health Services Authority for the provision of psychiatric inpatient concurrent review services; and

WHEREAS, CalMHSA will support Nevada County Behavioral Health in meeting the updated concurrent review and authorization requirements, as well as the tracking and reporting requirements; and

WHEREAS, the parties desire to amend and extend their Agreement to align with the Fiscal Year rather than the Calendar Year and to adjust the budget amount accordingly.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment to the Participation Agreement by and between the California Mental Health Services Authority (CalMHSA), pertaining to the provision of concurrent review deliverables for the contract term of August 1, 2023, through June 30, 2025, and increasing the contract maximum from \$62,720 to \$78,400 (an increase of \$15,680) be and hereby is approved, and that the Chair of the Board of Supervisors, be and is hereby authorized to execute the Amendment and any necessary documents in connection on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of September 2024, by the following vote of said Board:

Ayes: Supervisors Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: Supervisor Heidi Hall.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: Tine Mathiasen, Deputy COB

Hardy Bullock

Hardy Bullock, Chair

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT AMENDMENT NO.1  
FOR PSYCHIATRIC INPATIENT CONCURRENT REVIEW ("PICR")  
COVER SHEET

1. This Participation Agreement Amendment No. 1 ("Amendment 1") shall become effective upon execution by and between Nevada County ("Participant") and the California Mental Health Services Authority ("CalMHSA").
2. This Amendment 1 modifies the terms of the initial Participation Agreement No. 3980-PICR-2023-NC ("Agreement") to extend the term of the Program for 6 months, change the payment schedule and increase the program funding on the terms and conditions set forth under "Modifications to the Agreement", attached hereto and incorporated herein by this reference.
3. The maximum amount payable under the Agreement shall not exceed \$78,400.00 during the term of the agreement.
4. All other provisions in the initial Agreement No. 3980-PICR-2023-NC, not cited in this Amendment 1, shall remain in full force and effect.
5. The initial term of the Agreement beginning August 1, 2023 to December 31, 2024 is extended for 6 months through to June 30, 2025.
6. Authorized Signatures:

**CalMHSA**

Signed: *Dr. Amie Miller* DocuSigned by:  
82E9EFB8B7CC446... Name (Printed): Dr. Amie Miller, Psy.D., MFT  
 Title: Executive Director Date: 9/29/2024

**Participant: Nevada County**

Signed: *H.S. Bullock* Name (Printed): Hardy Bullock  
 Title: Chair of the Board Date: 09/26/2024  
 Signed: *Jamie Hogenson* Jamie Hogenson (Sep 26, 2024 15:26 PDT) Name (Printed): Jamie Hogenson  
 Title: Deputy County Counsel Date: 09/26/2024

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### Modifications to the Agreement

The Agreement is hereby modified as described herein below effective upon execution of this Amendment 1:

1. **Exhibit B - Duration, Term, and Amendment.** Article III (Duration, Term, and Amendment) Paragraph A under Exhibit B of the Agreement is hereby modified to read as follows:
  - A. The term of this Agreement covers the period from August 1, 2023 through June 30, 2025.
  
2. **Exhibit B - Fiscal Provisions.** Article V (Fiscal Provisions) Paragraphs A and B under Exhibit B of the Agreement are hereby modified to read as follows:
  - A. Funding amount shall not exceed the NTE amount stated in Exhibit C, Table B during the term of this Agreement.
  - B. Payment Terms
    1. The initial payment in the amount \$7,840.00 due by Participant to CalMHSA within 30 days of execution of the initial Agreement has been applied toward the first invoice. Any remaining funds has been rolled over as credit toward the next invoice.
    2. The fees payable by Participant under this Agreement are set forth in Exhibit C. Table A "Service Fee".
    3. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within thirty (30) days of invoicing.
    4. Each monthly invoice is determined by Participant's actual utilization.
    5. A Participant's actual utilization fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until the client is discharged and a fully processed Treatment Authorization Request ("TAR") is completed.
  
3. **Exhibit C** is hereby modified and replaced in its entirety by Exhibit C – Modified County Specific Funding, attached to this Amendment 1 and fully incorporated within the Agreement.

**EXHIBIT C – MODIFIED COUNTY SPECIFIC FUNDING**

**Table A. Service Fee**

Participant agrees to pay the following Service Fee for each review and authorization conducted on behalf of Participant:

Applicable period	Service Fee Per Review
08.01.2023 to 06.30.2025	\$89.60

**Notes:**

1. Service Fee refers to the cost to review and authorize each claim and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants’ actual utilization of the services according to the rate set forth in Table A above for each review and authorization completed.

**Table B. Modified Program Funding**

Maximum program funding under this Agreement shall not exceed the NTE amount set forth below for all the stated services during the term of the Agreement:

Applicable period	Amount
08.01.23 to 12.31.24	\$62,720.00
01.01.25 to 06.30.25	\$15,680.00
<b>Program Funding Not to Exceed (“NTE”)</b> 08.01.2023 through 06.30.2025	\$78,400.00

**Notes:**

1. The updated NTE amount is calculated based on county’s highest annual utilization from the last three fiscal years and an added overage allowance to take into account annual increases in utilization during the term of this Agreement.
2. The above budget assigns additional funds for the Program increasing the Program Funding NTE amount to \$78,400.00 during the term of the Agreement.