



RESOLUTION No. 20-175

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE RENEWAL CONTRACT WITH VICTOR COMMUNITY SUPPORT SERVICES, INC. FOR THE EXPANSION OF WRAPAROUND AND THERAPEUTIC BEHAVIOR SERVICES (TBS) TO EASTERN NEVADA COUNTY AND TO 1) INCREASE THE MAXIMUM CONTRACT PRICE FROM \$1,857,843 TO \$1,920,084 (AN INCREASE OF \$62,241); 2) REVISE EXHIBIT "A" SCHEDULE OF SERVICES TO INCORPORATE INCREASE IN CAPACITY OF TREATMENT FROM 50 TREATMENT SLOTS TO 65 TREATMENT SLOTS, AND 3) REVISE EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE AND ADD AN ALTERNATIVE PAYMENT MECHANISM FOR SERVICES PROVIDED MARCH THROUGH JUNE 2020 DUE TO IMPACTS OF THE CORONAVIRUS FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2020 (RES. 19-373) (RES. 19-591)

WHEREAS, the County entered into a renewal contract with Victor Community Support Services, Inc. for the provision of Mental Health Services Act (MHSA) Children's Assertive Community Treatment (ACT) Program Services by providing comprehensive treatment services for eligible children/youth with severe mental illness on July 9, 2019 per Resolution 19-373 for the contract term July 1, 2019 through June 30, 2020 and subsequently amended on November 12, 2019 per Resolution 19-591; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$1,857,843 to \$1,920,084 (an increase of \$62,241); 2) revise Exhibit "A" Schedule of Services to incorporate the increase in capacity of treatment from 50 treatment slots to 65 treatment slots, and 3) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price and alternative payment mechanism.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 2 by and between the County and Victor Community Support Services, Inc. pertaining to the provision of Mental Health Services Act (MHSA) Children's Assertive Community Treatment (ACT), Wraparound and Therapeutic Behavior Services (TBS) in the maximum amount of \$1,920,084 for the term of July 1, 2019 through June 30, 2020 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 2 on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1589-40104-493-1000/521520;
1512-40104-493-1000/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of May, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

5/26/2020 cc: BH*
AC* (Hold)

6/11/2020 cc: BH*
AC* (Release)
VCSS, Inc.

**AMENDMENT #2 TO THE CONTRACT WITH VICTOR COMMUNITY SUPPORT SERVICES, INC.
(RES. 19-373) (RES. 19-591)**

THIS AMENDMENT is dated this 26th day of May 2020 by and between VICTOR COMMUNITY SUPPORT SERVICES, INC., hereinafter referred to as "Contractor" and COUNTY OF NEVADA - BEHAVIORAL HEALTH DEPARTMENT, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on July 9, 2019, per Resolution No. 19-373 and subsequently amended on November 12, 2019 per Resolution 19-591.

WHEREAS, the County has contracted with Contractor for Mental Health Services Act (MHSA) Program Services for providing comprehensive treatment services for eligible children/youth with severe mental illness as well as Wraparound services consistent with Nevada County's approved Senate Bill (SB) 163 plan for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$1,857,843 to \$1,920,084 (an increase of \$62,241); 2) revise Exhibit "A" Schedule of Services to increase services to eligible adults and children in Eastern County and 3) 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 #2 shall be effective as of May 1, 2020.
2. That Section (§2) Maximum Contract Price, shall be changed to the following:
\$1,920,084.
3. That Exhibit "A", "Schedule of Services", shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

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

CONTRACTOR:

By: Edward E. Hackett
Edward E. Hackett
Chief Financial Officer

ATTEST:

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

EXHIBIT "A"
SCHEDULE OF SERVICES
VICTOR COMMUNITY SUPPORT SERVICES, INC.

Victor Community Support Services, Inc., hereinafter referred to as "Contractor" shall provide services and programs listed below for the Nevada County Behavioral Health Department, hereinafter referred to as "County".

Clients Served: The ongoing caseload of qualified juveniles to be served by the Wraparound Informed Full-Service Partnership model and Therapeutic Behavioral Services (TBS) under this agreement is 65 children for Western County. For Eastern County, an ongoing caseload of qualified adults to be served is estimated to be 5-10 individuals and an ongoing caseload of qualified juveniles to be served is 5-8 including children served under Wraparound and Therapeutic Behavioral Services (TBS) children for Eastern County.

List of Services/Authorization Responsibilities

1. Mental Health Services
2. Case Management, Brokerage
3. Medication Support
4. Crisis Intervention
5. Therapeutic Behavioral Services (TBS)
6. Mental Health Services Act (MHSA) outreach
7. Wraparound Informed Full-Service Partnership (FSP)
8. Katie A. (Pathways to Well-Being) services including Intensive Case Coordination (ICC) and In Home Based Services (IHBS)
9. Authorization of outpatient Mental Health Services and Medication Support

Programs/Client Populations Served

1. Eastern and Western Nevada County
2. Educationally-Related Mental Health Services
3. Child Welfare Services (CWS) and Probation youth needing full-service partnership
4. SB163 Children and youth
5. Children in the Katie A subclass
6. Other clients as referred

Staffing and Facilities

The Contractor will maintain positions consistent with the principles of Full-Service Partnership Mental Health Services, Therapeutic Behavioral Services, SB163 Wraparound and other standards of service related to this contract, including but not limited to:

- Director and Clinical Supervisors
- Psychiatrist
- Psychotherapists
- Case Manager/Facilitator/Mental Health Rehabilitation Specialist
- Family Support Counselors Substance Abuse Counselor
- Family Partner

Contractor shall provide and maintain facilities and professional and supportive personnel to provide all necessary services under this Agreement. Contractor will maintain sufficient office and IT support as necessary to implement and maintain program services.

Program Services Eastern and Western County:

I. Target Population

All Contractor services will be targeted to serve Nevada County children and their families. All referred individuals will meet the established County's criteria for identification as seriously emotionally disturbed or seriously mentally ill child/youth. Welfare and Institutions Code Section 5878.1 (a) specifies that MHSA services will be provided to children and young adults with severe mental illness as defined by WIC 5878.2: those minors under the age of 21 who meet the criteria set forth in subdivision (a) of 5600.3- seriously emotionally disturbed children and adolescents. Services will be provided to children up through age 22 that meet program eligibility requirements.

These individuals, because of their diagnosis are:

1) at risk of, or history of psychiatric hospitalization, residential care or out of home placement; 2) homeless or at risk of being homeless; 3) at risk of aging out of foster care without permanent supportive relationships; or 4) at risk of academic failure or current school disciplinary problems; and 5) at risk of or current involvement in the juvenile justice system and 6) in the Katie A subclass of children.

This population also includes CWS, Probation and Special Education youth needing FSP services.

Special attention will be provided to the outreach and engagement of the County's Latino population, and the outreach and provision to the more remote and underserved areas of the county including Truckee and North San Juan.

All referrals to the program will be screened and authorized by the County using mutually agreed upon established protocols. Referrals will be evaluated using the Child and Adolescent Needs and Strengths (CANS) assessment tool in collaboration between Contractor and County Access Team members. Specific needs and risk thresholds agreed upon by Contractor and the Access Team must be met on the CANS in the domains of Living Situation, Risk Behaviors, Life Functioning, and Mental/Behavioral/Emotional Needs in order to refer into Contractor program. Priority admission protocols will be established for children and youth at imminent risk of loss of current placement or hospitalization so they can receive expedited access to avoid placement disruption or more intensive levels of care.

Contractor shall implement all services consistent with the principles of Wraparound standards of service. Each Contractor position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

II. Intensive Full-Service Partnership Wraparound Services

Contractor shall provide Wraparound Services as a Full-Service Partnership (FSP) consistent

with Nevada County's approved Senate Bill 163 plan. The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. It includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through an interagency collaborative approach that includes family participation and the family as an active team member. Contractor shall provide Wraparound services to eligible children, youth and their families in Nevada County.

Contractor will utilize a "no reject, no eject" philosophy.

A. Comprehensive Program Description for MHSA Wraparound Team

Contractor shall provide Wraparound services as a Full-Service Partnership (FSP) consistent with Nevada County's approved MHSA Community Services and Supports (CSS) Plan. Each Team position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. Wraparound includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through the Child and Family Team. The Wraparound team will attempt contact with youth and family within three business days of receiving the referral.

In the process of providing Wraparound services, Contractor shall commit to meeting the specialized needs in Nevada County while ensuring that the MHSA principles- consumer and family driven services that promote wellness and resilience are embedded in all services strategies.

Contractor shall serve as the lead organization. Additionally, Contractor expects to subcontract with other providers with the approval of County for the delivery of mental health treatment services. Contractor will be solely responsible for the delivery of Wraparound contracted services.

Contractor shall collaborate and cooperate with, mental health, public health, child welfare, social services, juvenile justice system, substance abuse providers, attorneys, drug courts, social services, and other agencies or providers that may be involved in the child's/youth's treatment and recovery needs.

Services will consist of a well-defined planning and service delivery methodology, with the following included as key components of services:

- Requirements: To authorize a service, the URC must review the Assessment, Medical Necessity determination and Client Plan (if available) and conclude that medical necessity for outpatient Mental Health Services exists. The URC must also follow other County guidelines regarding Authorization of Services. The URC or designee must enter all service authorizations into a data base which shows the authorization expiration date and the URC shall be responsible for insuring that all services are pre-authorized. In conjunction with the billing of services, Contractor shall confirm on the billing statement that all services billed have been properly authorized in accord with these requirements.

Stabilization Funds

Stabilization Funding Request Overview, Allowable Costs, & Procedures

Overview

Stabilization funds are intended to support activities and basic life needs directly related to the Wraparound FSP program. The purpose of the stabilization funds is to provide support to clients—consistent with the goals and objectives of an approved Service Plan—during their participation in the program, to do “whatever it takes” to make them successful in reaching the goals and outcomes developed by the CFT. Program funds may not be used to supplant the existing funding for activities that are not a part of the enhanced or new services related to the Wraparound program. The use of these funds may make a difference between the success or failure of treatment, and the County encourages these expenditures within the scope of program services as identified in this contract. The contractor will report quarterly on Stabilization fund usage, including specific costs per child.

Contractor shall abide by the following allowable costs guidelines:

Allowable costs are those directly related to meeting a clients planned goals and outcomes. They may include, but are not limited to, the following:

<ul style="list-style-type: none"> • Auto Repair/Maintenance • Childcare • Child participation in sport or activity • Client transportation • Clothing assistance • Dental Care/Treatment • Emergency and Temporary shelter 	<ul style="list-style-type: none"> • Family Activity • Food • Hygiene assistance • Housing assistance • Job placement • Medical Care/Treatment • Supplies for celebrating an achievement • Youth mentoring
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Procedures

- All items purchased with program funds must be authorized through the Stabilization Funding Request Form (Attached hereto and included herein as Attachment A) or a similar form that has been approved by the County.
- All requests shall be signed by Contractor’s Director (or his/her designee) prior to payment, for final authorization.

- Expenditure shall be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County.
- Once services have been rendered, receipts will be retained in contractor files.

Grant/Funding Authorization

Stabilization/Flexible Funding is authorized by: the MHSA and SB163 Plans. Expenditures for flexible funding must be included in costs such that Contractor does not exceed County Maximum Allowance (CMA).

Performance Measures:

Goal	Objective
1. To prevent and reduce out-of-home placements and placement disruptions to higher levels of care.	80% of children and youth served will be stabilized at home or in foster care.
2. Youth will be out of legal trouble	At least 70% of youth will have no new legal involvement (arrests/violations of probation/citations) between admission and discharge.
3. Youth will improve academic performance.	At least 80% of parents will report youth maintained a C average or improved on their academic performance.
4. Youth will attend school regularly.	At least 75% of youth will maintain regular school attendance or improve their school attendance.
5. Youth will improve school behavior.	70% of youth will have no new suspensions or expulsions between admit and discharge.
6. Caregivers will strengthen their parenting skills.	At least 80% of parents will report an increase in their parenting skills.
7. Every child establishes, reestablishes, or reinforces a lifelong relationship with a caring adult.	At least 65% of children served will be able to identify at least one lifelong contact.
8. Caregivers will improve connections to the community.	At least 75% of caregivers will report maintaining or increasing connection to natural supports.
9. Youth and families will improve functioning.	At least 80% of youth and families will improve their scores on the Comprehensive Child & Adolescent Needs and Strengths (CANS) instrument between intake and discharge.
10. Contractor is to be responsive to community needs.	Contractor will attempt initial contact with youth and caregiver within 3 business days of receipt of referral from County.
11. Contractor is to be responsive to community needs.	Contractor will offer appointment for face-to-face contact with 80% of children and families within 10 business days of receiving the referral from request for services by the beneficiary.

Medi-Cal Certification and Goals:

Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Nevada County to become a Medi-Cal certified Provider in Nevada County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all

clients with locating job opportunities and provides support for the clients work experience. Assists the client with connecting to the community through work, volunteering, hobbies, etc.

- Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the program.
- Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services. Staff shall meet productivity standard of at least 50% of their time with clients. The productivity requirement will be waived in FY 19/20 during the program initiation phase.
- Contractor will improve the quality of life of individuals served by:
 - Decreasing homelessness, incarceration, and/or hospitalization days
 - Increasing connectedness to community, employment, and/or participation in education
 - Increasing connection to mental health and substance use disorder treatment services

2. Program Services

Authorization:

- Assessments - each client receiving services shall participate in a thorough assessment of service needs. Contractor shall also inquire and evaluate any cultural or language issues relevant in the formation of a case plan.
- Staff shall work closely with each client to develop a safe and trusting professional relationship.
- Individual supportive counseling.
- Crisis Intervention
- Continuum of Care - as clients move through the process of personal recovery, ongoing assessments shall be conducted to identify the level of services needed to reach service goals.

Rehabilitation:

- Behaviorally oriented skill teaching (supportive and cognitive-behavioral interventions), including structuring time and handling activities of daily living
- Supported employment, both paid and volunteer work
- Support for resuming or continuing education
- Support with connecting to community activities/supports
- Individual and Group counseling

Support Services:

- Support, education, and skill teaching to family members
- Collaboration with families and assistance to members with children
- Direct support to help members obtain legal and advocacy services, financial support, supported housing, money management services, community connections and transportation.

Recovery Principles:

Represents a practical approach to providing services for people recently deinstitutionalized (release from a locked facility) within the parameters of some specific principles. These include, but are not limited to:

- 1) Individuals participate in the decisions that affect their lives.
- 2) Individuals have real input into how their services are provided.
- 3) Eliminate service delivery methods that are confusing and fragmented.
- 4) Prioritize resources and services for individuals.
- 5) Emphasize and utilize the self-help model.

Contractor shall collaborate and cooperate with, mental health, public health, child welfare, social services,

justice system, substance abuse providers, attorneys, drug courts, social services, and other agencies or providers that may be involved in the member's treatment and recovery needs.

For Eastern County, County will provide Contractor with adequate work space for two staff: 1 FTE Parent Partner, 1 FTE Facilitator/Case Manager (0.5 FTE Wraparound, 0.5 FTE Innovation Adult Personal Services Coordinator). This will include access to meeting rooms.

All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.

It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.

Contractor shall provide and maintain facilities and professional and supportive personnel to provide all necessary services under this Agreement. Contractor will maintain sufficient office and IT support as necessary to implement and maintain program services.

Documentation:

- Treatment Plan—will be submitted by Contractor to County according to County documentation guidelines during the contract period, and in accordance with all applicable regulations. When requested, Contractor will allow County to review Treatment Plan, including requested level of services for each service type
- Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the County Staff will be contacted and consulted immediately within 24 hours at the latest.
- Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Contractor shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial seven-year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven-year period.

Additional Contractor's Responsibilities for all Sections:

- Maintain a system that provides required data in compliance the State Department of Health Care Services DCR/MHSA reporting requirements, and other reporting requirements identified with funding sources or programs within the scope of this contract and services provided by

Contractor.

- Contractor shall attend MHSA CSS/PEI Subcommittee Meetings and MHSA Steering Committee Meetings.
- Contractor will complete the PSC-35 for all new referrals and will work with County on complying with all State and local required data reporting and practices associated with that assessment.
- Comply and cooperate with County for any data/ statistical information that related to services any may be required to meet State or other reporting requirements.
- Submit Exhibit 6 for all MHSA Community Services and Support (CSS) programs quarterly and Annually

- Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA CSS reporting guidelines.
 - An Annual Innovation Program Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report is due 8/1) A final program report due within 30 days of the end of the multi-year Innovation Program, following the prescribed outline and including lessons learned. Complete required reporting forms.
- Ensure that services are provided to eligible populations only
- Maintain effective program planning
- Maintain Medi-Cal certification
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- Function as a part of Nevada County's Quality Improvement System. Maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care.
- Holistic Approach- services will be designed to support the whole child and the whole family so that the child can attain the highest level of resiliency.
- The program services will promote collaboration with and support of consumer, family and service and support providers.
- Ensure services will be culturally competent and culturally responsive.
- Referrals and assessment reports (for special education students). The Contractor agrees to abide by the County and other agency policies and procedures for making student referrals.
- Privacy (Educationally related services). Contractor acknowledges the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. Contractor shall ensure that all activities undertaken under this contract will conform to the requirements of these laws.

DCR Data Quality Metrics

The County is dedicated to use quality data to generate meaningful and valuable outcome measures. The Contractor will support this effort and agrees that Full-Service Partnership DCR Data Metrics Reports for the following elements will be:

- 3Ms (Quarterly Assessments) – 100% of those due will be submitted within the given 45-day window
- KETs - 100% of partners served more than 90 days will have at least one (1) KET and/or a KET will be completed every time there is a change in one of the six (6) KET domains.
 - Administrative
 - Residential

- Education
- Employment
- Legal Issues / Designations
- Emergency Interventions

Cerner Behavioral Health Solution:

As the County utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by the County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
VICTOR COMMUNITY SUPPORT SERVICES,
INC.

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 \$1,920,084 for the period of July 1, 2019 through June 30, 2020.

For Eastern County services:

Contractor shall bill County monthly for actual costs incurred in carrying out the terms of the contract for the period of May 1, 2020 through June 30, 2020 for those services provided in Eastern County. Invoices shall be itemized according to the line items in the estimated project budget in Attachment 1 and shall reference the Resolution number assigned to this Contract. Contractor agrees to be responsible for the validity of all invoices.

For Western County services:

Contract maximum is based on the estimated project budget (See Attachment B):

VICTOR COMMUNITY SUPPORT SERVICES, INC.	
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 \$	135,003
Target Monthly Billable Units	55,158
Target Monthly Non-Billable Svc \$	27,651
Target Monthly Non-Billable Units	13,689

Billing and Service Documentation

Western County Services 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. 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 (SDHCS) 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.

Non-Billable services under this contract include Juvenile Hall mental health services and/or MHSA Client Support and Client Participation services (service codes 120 and 121). Any other reimbursable non-billable services must be approved by the County Director of Mental Health.

The County and Contractor will 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 the 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; upon County request; audit services and correcting service or billing errors, 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 April 30th, 2020 Contractor shall submit a monthly invoice with detail and summary of billings/services, for services provided during the prior month. 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.

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

For the period of May 1, 2020 through June 30th, 2020 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$154,820 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.



For both Western and Eastern Contractor shall submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period. Contractor will report quarterly on Stabilization fund usage, including specific costs per child.

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

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 Western County

Contractor will submit an annual Cost Report on the State Department of Health Care Services (SDHC) mandated forms—in compliance with the SDHC 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.

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.

Contractor will be subject to 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 SDHCS/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"

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): ___ Children's ___ 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	Project Code Number
Org Code	

Attachment B
VICTOR COMMUNITY SUPPORT SERVICES, INC., GRASS VALLEY
Operating Budget for Nevada County

EXPENDITURES	Western 7/1/19-6/30/20		Eastern 5/1/20-6/30/20		Total	
	FTE		FTE		FTE	
Director & Clinical Supervisors	2.8	219,735	0.5	7,461	3.3	227,196
Therapists	3.7	243,458	0.5	5,440	4.2	248,898
Facilitator/MHRS	4.6	244,617	1.0	9,661	5.6	254,278
Family Support Counselor/Family Partner	3.0	109,070	1.0	6,824	4.0	115,894
Program Support	0.4	26,946	0.3	3,750	0.7	30,696
Clerical /Office Salaries	1.6	90,058			1.6	90,058
Total Direct Salaries & Wages	16.1	933,884	3.3	33,136	19.4	967,020
TAXES & BENEFITS		284,256		10,164		294,420
TOTAL PERSONNEL COST		1,218,140		43,300		1,261,440
OPERATING EXPENSE						
Professional Fees		44,863		1,136		45,999
Psychiatrist		46,440		-		46,440
Supplies		22,614		919		23,533
Occupancy		144,688		4,702		149,390
Equip, Lease & Maint		21,562		1,219		22,781
Transportation		34,569		2,459		37,028
Conf & Meetings		37,917		958		38,875
Flex Funds		28,000		500		28,500
Contract Monitoring Fee		51,091		-		51,091
Insurance		4,766		126		4,892
Other Operating		4,138		253		4,391
Total Operating Expense		440,648		12,272		452,920
Administrative Support		199,055		6,669		205,724
TOTAL PROGRAM COST		1,857,843		62,241		1,920,084