

RESOLUTION NO. 20-447

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH SIERRA MENTAL WELLNESS GROUP FOR THE PROVISION OF SERVICES IN RELATION TO CRISIS INTERVENTION, COMMUNITY CLIENT SERVICES, AND SERVICES RELATING TO THE OPERATION OF A CRISIS STABILIZATION UNIT (CSU) INCREASING THE MAXIMUM CONTRACT PRICE FROM \$2,333,470 TO \$2,431,917 (AN INCREASE OF \$98,447), REVISING EXHIBIT "A" TO ADD MOBILE CRISIS SERVICES AND REVISING EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE (RES. 20-289)

WHEREAS, per Resolution 20-289 the Nevada County Board of Supervisors authorized the execution of a Renewal Contract between the County and Sierra Mental Wellness Group for services in relation to crisis intervention, community client services, and services relating to the operation of a Crisis Stabilization Unit (CSU); and

WHEREAS, in coordination with the Nevada County Behavioral Health Department, a four-bed Crisis Stabilization Unit 24 hours per day, seven (7) days per week, where individuals can receive crisis services, including psychotherapy and medication support for up to 23 consecutive hours per event; and

WHEREAS, Contractor will provide mobile crisis services by responding with law enforcement requests;

WHEREAS, the parties desire to amend their agreement to 1) increase the Maximum Contract Price from \$2,333,470 to \$2,431,917 (an increase of \$98,447); 2) revise Exhibit "A" Schedule of Services to include mobile crisis services, and 3) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Professional Services Agreement by and between the County of Nevada and Sierra Mental Wellness Group pertaining to the provision of crisis intervention and community client services from \$2,333,470 to \$2,431,917 (an increase of \$98,447) and to amend Exhibit "B" Schedule of Charges and Payments to reflect an increase in the maximum contract price for the term of July 1, 2020 through June 30, 2021, in the maximum amount of \$2,431,917 be and hereby is approved, and that the Chair of the Board of Supervisors is hereby authorized to execute Amendment No. 1 on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1512-40110-493-1000/521520; 1589-40110-493-8302/521520; 1589-40110-493-8501/521520; and 1589-40110-493-8301/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of October, 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

10/13/2020 cc: BH*
AC*

**AMENDMENT #1 TO THE RENEWAL PERSONAL SERVICES CONTRACT WITH
SIERRA MENTAL WELLNESS GROUP (RESO 20-289)**

THIS AMENDMENT is dated this 13th day of October, 2020 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 Personal Services Contract, as approved on July 14, 2020, per Resolution No. 20-289; and

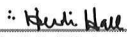
WHEREAS, the Contractor provides Crisis Intervention and Community Client services for the Behavioral Health Department for the contract term of July 1, 2020 through June 30, 2021; and

WHEREAS, the parties desire to amend their agreement to: 1) amend Exhibit “A” Schedule of Services, to add mobile crisis services; 2) amend the Maximum Contract Price from \$2,333,470 to \$2,431,917 (an increase of \$98,447) to cover mobile crisis staffing and 3) 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 #1 shall be effective as of October 13, 2020.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$2,431,917.
3. That Exhibit “A”, “Schedule of Services”, shall be amended and replaced, as set forth in the amended Exhibit “A” attached hereto and incorporated herein.
4. 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.
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 {Oct 14, 2020 09:07 PDT}
Honorable Heidi Hall
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:


By: 
Julia Arnold {Oct 5, 2020 10:27 PDT}
Julia Arnold
Board President
Sierra Mental Wellness Group
406 Sunrise Avenue, Suite 300
Roseville, California 95661

EXHIBIT "A"
SCHEDULE OF SERVICES
SIERRA MENTAL WELLNESS GROUP

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 counseling and/or mental status evaluation, information regarding Mental Health services and related issues, referral to alternate resources and consultation with referring agencies or client's significant others. Contractor shall also 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.

A. Crisis Intervention Services

The specific responsibilities of the Contractor are as follows:

1. Providing assessments and evaluations of Mental Health clients at the clinic, jail, Juvenile Hall, Sierra Nevada Memorial Hospital emergency room, Hospitality House, Rood Center, or other designated areas. Either an on-site or on-call staff will respond to law enforcement requests for crisis services when time is permissible in their shift to meet the officer in the field and complete an assessment.
2. Providing referral, linkage and follow-up, including daily referrals, when appropriate to Spirit Center.
3. Completing admissions to the 5150-facility designated by County when needed.
4. Assisting crisis clients in obtaining social and other human agency services.
5. Responding to special requests for crisis and/or evaluation services, including telehealth assessments, intakes, authorizations and screening for medical necessity.
6. Providing crisis services and short-term follow-up for mentally disordered clients who have had previous crisis contact.
7. Providing information, education and consultation as appropriate.
8. For clients evaluated for a 5150, but not appropriate for hospitalization and needing detoxification from alcohol or drugs, the crisis worker will link client to appropriate detoxification program using the associated Behavioral Health Policy and Procedure.

The locations, services, and hours are as follows:

1. Nevada City/Grass Valley on-site hours shall be Monday-Friday 24-hour coverage with at least one staff member on-site, and one additional position from 10:00 am to 10:00 pm; weekends and holidays coverage includes having one staff person on site 24-hour per day, and an additional position on site or on call from 10:00 am to 6:30 pm. An additional 40 hours per week will include staff responding as on call during the week days, based on the demand for services.
2. TRUCKEE- on-call only, and hours shall be Monday-Friday 8:00 A.M. to 5:00 P.M. After-hours on call shall be weeknights from 5:00 P.M. to 8:00 A.M. and 24 hours on weekends and holidays.

*NOTE: The expected response time of one-half hour may vary due to winter conditions.

3. PROCEDURES FOR CRISIS WORKERS: Crisis workers will respond to phone calls and walk-ins directly and triage each case according to individual needs. Crisis workers will be available by phone. Crisis workers will provide immediate brief intervention and follow-up for people experiencing emotional crisis in their lives. Phone contacts will result in arranging an on-site evaluation within 30 minutes according to Section 5150 of the Welfare and Institutions Code when the client or community circumstances warrant mental status evaluation; requests by hospital, law enforcement or other agencies for on-site consultation or when the worker determines that the client's condition requires immediate intervention. At the end of each shift crisis worker will contact the incoming crisis worker regarding crisis contacts and pending issues. Crisis worker will leave crisis note making recommendation for follow-up treatment at jail, Juvenile Hall and Sierra Nevada Memorial Hospital.

4. CRISIS TEAM STAFF

DIRECTOR and SUPERVISOR: The Crisis Team Director 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.

Staff Specific responsibilities include:

- a. Provide and maintain crisis coverage for Nevada County Behavioral Health.
 - b. Collaborate with Behavioral Health to ensure that there is 24-hour crisis coverage scheduled.
 - c. Provide oversight and coordination of the Crisis Team; meeting with individual crisis team members on an as needed basis.
 - d. Train the Crisis Team members prior to assuming crisis duties and provide ongoing training as needed.
 - e. Coordinate staff attendance at Crisis Team meetings as needed.
 - f. Coordinate Crisis Services with and provide feedback to Nevada County Behavioral Health Director/Alcohol and Drug Program Administrator, hereinafter referred to as Behavioral Health Director, or his/her designee. Attend meetings, which focus on crisis interface with Mental Health services.
 - g. Review crisis system procedures and policies and submit to Behavioral Health Director for approval.
 - h. Other specific duties relevant to crisis service provision including consultation and education regarding crisis services/case resolution. This shall not include general mental health promotional activities.
5. QUALIFICATIONS: The Crisis Team Director shall have a Masters degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT or Ph.D or Registered Nurse. He/she 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 Masters degree in either

social work, psychology or a related field and must possess a valid California license as LCSW, MFT or Ph.D, or be eligible to collect hours toward licensure through the California Board of Behavioral Sciences or the Board of Psychology.

The scope of work for Crisis workers will depend on their level of education. It is preferred that Crisis workers shall have at least a Master's Degree in behavioral sciences, psychology, sociology or a related field. License eligibility is required unless staff are currently enrolled in a graduate program related to above educational requirement, and they have both graduate courses in Assessment and Diagnosis and training in these areas sufficient to operate in the role of a license eligible staff. Crisis workers may have only a Bachelor's Degree in behavioral sciences and at least two years crisis related experience. These staff may complete crisis evaluations and only select components of assessments (per the Department of Health Care Services Information Notice 17-040), but they may not complete diagnoses and must work at the same time as Masters level or graduate school staff who can complete required components of the assessment and the diagnosis. If State Department of Health Care Services or Federal Medi-Cal requirements change, Contractor staff must meet those requirements.

6. **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.
7. **CERTIFICATION:** Upon request by any hospital or other health care facility, Contractor agrees to provide a certification that the crisis workers it has hired meet the employment criteria for crisis workers and are qualified to do crisis intervention.
8. 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 worker 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.
9. Administrative services shall be provided by Contractor.
10. Contractor must maintain privileges at Sierra Nevada Memorial Hospital and Tahoe Forest Hospital.
11. Contractor must maintain cooperative working relationships with all agencies and county departments and report any problem areas to the Behavioral Health Director.
12. Contractor must follow criteria established by Nevada County for admission to Psychiatric inpatient unit.
13. **APPLICABLE RECORDS:**
 - a. 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 by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the Department of Behavioral Health, including Event Monitoring Forms, records of client interviews, progress notes and assessments. All documentation shall meet

- Medi-Cal and Medicare requirements. Client records and notes shall be maintained by the County and incorporated into the Behavioral Health case record as appropriate.
- b. 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.
 - c. 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 regards to clients as well as the overall operation of Contractor's programs.
 - d. Monthly statistical and activity reports will be submitted to the Behavioral Health Director in a format specified by the Behavioral Health Director.
 - e. All records shall be held in strictest confidence to the extent required by law and Contractor shall implement procedures to protect such confidentiality and train workers in the confidentiality requirements.
14. 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.
15. 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.
16. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.
17. As the department 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 authorized and requested by the County. This may include the following Cerner/Anasazi 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.

Additionally, Contractor shall be responsible for providing:

1. Quarterly Progress Reports within 30 days of the end of each quarter;
2. An Annual Progress Report within 30 days of the end of the fiscal year;
3. 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 contract as may be necessary for the County to conform to MHSA reporting guidelines.

B. Crisis Stabilization Unit

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.

All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care requirements.

Background and Overview

Contractor shall maintain staffing for the CSU, and thereby further enhance the crisis continuum of care for residents of Nevada County. This continuum of care includes the Crisis Response Team, Insight Respite Center, Spirit Peer Empowerment Emergency Department program, and other collaborative arrangements with agencies within and outside the county, such as Nevada County Behavioral Health (NCBH) and Turning Point. The CSU offers a much calmer, therapeutic environment for individuals in a psychiatric crisis, given that the CSU lends to physical separation from non-psychiatric patients at the Emergency Department (ED). At the CSU, individuals receive crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

Crisis Stabilization Unit Management

Contractor CSU Responsibilities

- 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) Management and administrative services, such as creating invoices for payment, timesheet management, purchasing supplies, replacing furniture and equipment as necessary, contracting for psychiatry services, and other non-clinical activities.
- 3) 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. The CSU supervisor or designee along with County Department staff shall attend quarterly meetings with SNMH to discuss the CSU. Contractor will implement as approved by the department process improvements identified at these meetings.
- 4) Develop and maintain all applicable documentation and records:
 - a. 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 by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by NCBH, including Event Monitoring Forms, progress notes, assessments and other required documentation. All documentation shall meet Medi-Cal and Medicare

- requirements. Pertinent client records and notes shall be incorporated into the NCBH Electronic Health Records (EHR) system, as appropriate.
- b. Statistical Reports – Statistical records and evaluation activities 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.
 - c. Contractor agrees to extend to NCBH or his/her designee, the right to review and investigate records, programs, or procedures, at any time in regards to clients as well as the overall operation of Contractor's programs.
 - d. Develop and submit all required monthly statistical and activity reports to NCBH and/or evaluation in a format specified by NCBH.
- 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 procedures to protect client confidentiality and train workers in complying with all confidentiality requirements.
 - 6) Develop and maintain a budget in compliance with all county, state and federal requirements.
 - 7) Deliver services in compliance with all provisions described under the Welfare and Institutions Code.
 - 8) 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.

Crisis Stabilization Unit (CSU)

A. CSU Staffing Qualifications

- 1) 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.
- 2) The Contractor shall maintain a documented staffing plan for the CSU that covers staffing strategies for business hours, after hours, and weekends.
- 3) The plan will detail the use of licensed and non-licensed clinicians for staff of the CSU. Staffing will meet criteria for billing Medi-Cal certification standards per California Code of Regulations (CCR), Title 9, 1840.348.
- 4) Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services.

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

B. CSU Admission and Discharge Processes

- 1) Each person will be screened for eligibility by the Crisis Response Team (CRT). 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, the former will happen from 10 am to 10 pm. NCBH will perform periodic review and oversight of admission practices to the CSU. Eligibility criteria for admission to the CSU are outlined below:
 - Eighteen (18) years of age or older;
 - 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;
 - 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 CRT 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 CRT 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.

The CRT 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 to 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 CRT, and bill their time for this activity to the CRT 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 Unit 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.
- 4) 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 CRT, and be cleared by the on call psychiatrist for a rescind or expiration of the 5150.
- 5) The goal of the CSU is to help stabilize risk factors and eventually, following the resolution of the crisis, to support the client to integrate back into the community and/or reduce the reoccurrence of crises, as well as help clients stay connected to the community. 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 Respite staff and other resources from the community or other agencies as appropriate.
- 6) 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.
- 7) 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.

C. CSU Policies 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.

Mobile Crisis Team

A. Contractor Responsibilities:

- a. Hire and supervise 1.0 FTE Crisis Specialist who will participate on Mobile Crisis Team with Nevada County Sheriff's Office (NCSO)
- b. 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
- c. Write 5150 holds as needed and appropriate
- d. Share information with NCSO as appropriate in crisis situations as allowed by HIPAA to contribute to the safety and well-being of all parties
- e. Coordinate referrals to treatment as appropriate, including to the Crisis Stabilization Unit, HOME Team, Nevada County Behavioral Health, and other critical services.
- f. Engage and outreach to family and natural supports of program participants
- g. Participate in any appropriate training for this specialized position such as Radio Training, Safety Awareness Training, CGIS Security Training, and other trainings as appropriate.
- h. Abide by NCSO expectations for attire and appearance.
- i. Pass security clearance provided by NCSO
- j. Be available to work a 40 hour work week with some flexibility about days and times but tentatively a Tuesday-Friday 9am-7pm schedule initially
- k. Participate in regular steering committee meetings to ensure oversight of the mobile crisis team project
- l. 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 data monthly to county
- m. Conduct Medi-Cal billing when appropriate and allowable

B. County Responsibilities:

- a. Provide a laptop, cellphone, and access to Electronic Health Record (EHR) system for the Crisis Specialist
- b. NCSO will provide appropriate uniform/work attire for Crisis Specialist
- c. Provide appropriate workspace

- d. Provide specialist training such as radio training, safety awareness training, CGIS security training, and other trainings as appropriate

Additional Contract Provision

A. Staff Training

- 1) Training, mentoring, education, and support are high priorities for the contractor, as well as all NCBH staff and stakeholders. Training will include not only didactic presentations in-house and through NCBH and other agencies, but frequent supervision, supportive meetings, and collaborative communication within the CSU, as well as with the County and with the other agencies in the crisis continuum of care and other community agencies
- 2) Contractor shall provide evidence-based or emerging/promising practices whenever possible, including following the principles of being Wellness-, Recovery-, Family-, and Resiliency-oriented in the CSU. Training within SMWG shall include Motivational Interviewing, Trauma Informed Care, managing potentially assaultive clients, and other areas relevant to the services provided in the CSU.
- 3) Contractor shall provide a minimum of 20 hours of training per year to its staff to develop and refine skills in at least the following training areas:
 - Counseling skills
 - Motivational Interviewing
 - Recovery philosophy and services
 - Understanding Mental Health Disorders (e.g., Schizophrenia, Mood Disorders, Depression; multiple disorders; co-occurring substance use)
 - Principles of Substance Abuse
 - Medication usage and management
 - Working with individuals that have a severe personality disorder
 - Communication skills
 - Therapeutic exercises
 - Handling suicide threats or actions
 - Crisis management
 - Discharge planning
 - Knowledge of community services and resources
 - Promoting family involvement and support
 - Principles of good nutrition including: proper food preparation, storage, menu planning
- 4) Training will take into account the individual needs of staff, as well as providing update training for all staff in these core skills. Further trainings identified by the Contractor, County, or stakeholders will also involve adding new skill sets. Such areas may include supporting family members and/or a client's natural supports, understanding "inside mental illness," and challenges with living with and obtaining treatment for co-occurring mental illness and substance used disorders. In addition, training on working with families and other support persons, will be available.

- 5) Contractor shall maintain, at all times, trained and skilled staff, who understand and maintain confidentiality of all persons served and their records. Anonymity of current and past clients will be maintained by staff at all times.
- 6) Through formal training, ongoing mentoring, frequent supervision and collaboration, and access to online courses, persons who provide services will have the needed support to deliver quality, accessible services.

B. Electronic Health Record (EHR)

- 1) The Contractor shall utilize Cerner Behavioral Health Solution EHR System functionality that is relevant to the scope of work of this contract, as requested by the County. This utilization may include the following Cerner Behavioral Health Solution EHR functionality: Registration, assessment, documentation, Billing, System, Doctors HomePage, E-Prescribing, Medication Notes, and other designated functions. This requirement includes the data collection necessary for the County to meet billing and, importantly, quality assurance goals.
- 2) The Contractor shall receive training as needed to be able to comply with this requirement. The Contractor will identify "Super users" which have strong computer skills that can provide extra training and support of weaker users of the EHR in the CSU. The Contractor will also collect and transmit to the County demographic and other grant related data on clients that meets criteria for State, Federal, MHSA, and other guidelines per the NCBH directive. NCBH will provide access and training to Contractor as needed to enable Contractor to comply with the EHR system-use requirement. In addition, Contractor will collect information on forms provided by County, to meet these guidelines.
- 3) The Contractor shall also maintain approval from Sierra Nevada Memorial Hospital to access their portal to obtain relevant health information to the extent permissible under the law.

C. Evaluation and Data Collection

- 1) 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.
- 2) Contractor shall provide data for other available funding sources, such as MHSA. Contractor shall collect and submit timely data on all persons referred to the CSU, including data related to number of admissions to the CSU. 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.

- 3) 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.

D. Medi-Cal Certification

- 1) 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.
- 2) Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- 3) Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.
- 4) Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- 5) Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

E. Records

As a contractor of 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, Comptroller 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 seven (7) years after the end of the contract term.

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 \$2,431,917 for the fiscal year July 1, 2020 through June 30, 2021. 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. Please note with the current dire economic forecast the risk of mid year contract adjustments are higher than usual.

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 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			10/13/20-6/30/21	CSU	Total All Programs
	Western MHSA	Western Non-MHSA	Eastern Other	Mobile Crisis	Crisis Stabilization Unit	
On Site	216,502	279,397		62,985		558,884
Supervisor	29,918	55,563			84,175	169,656
Assistant Supervisor	18,572	62,175			74,984	155,731
Lead Clinician	18,396					18,396
Staff Back-up/On Call			44,805		18,117	62,922
Rollouts			10,661			10,661
Program Management			21,012			21,012
Licensed Therapist/Mental Health Professional					246,804	246,804
Psych Tech/Medical Professional					240,377	240,377
Administrative	38,625			1,339	42,848	82,812
Meetings/Training	6,695	6,695	3,605	7,083	7,500	31,578
Total Salaries	328,708	403,830	80,083	71,407	714,805	1,598,833
Payroll Taxes as 25% of Salaries	82,177	100,958	20,020	15,746	171,554	390,454

Total Personnel Expenses	410,885	504,788	100,103	87,153	886,359	1,989,287
Psychiatry					75,600	75,600
Pharmacy					1,000	1,000
Office Supplies				213	6,000	6,213
Utilities/Meals/Environmental/Linen/Security					71,500	71,500
Staff Development					4,000	4,000
Transportation Services					950	950
Staff Recruitment					2,750	2,750
Mileage			1,400		1,250	2,650
Total Operating Expenses	\$ -	\$ -	\$ 1,400	\$ 213	\$ 163,050	\$ 164,663
Administrative Overhead	50,621	62,190	12,505	11,081	141,570	277,967
Total Expenses	\$ 461,506	\$ 566,977	\$ 114,008	\$ 98,447	\$ 1,190,979	\$ 2,431,917

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 \$99,248 or one-twelfth of the contract maximum for Crisis Stabilization services by the first 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 monthly fiscal reports, including a detailed list of costs for the prior month, and cumulative for the contract period, within 30 days of the end of each month.

Contractor shall submit invoices and fiscal reports to:

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

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

Cost Settlement

Contractor will submit an annual Cost Report on the State mandated forms, in compliance with the State 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 and 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 State DHCS County Interim Rate. A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on the lower of Contractor's actual cost to provide services under this contract or contract maximum. Payment will be required by County or Contractor within 60 days of Settlement, or as otherwise mutually agreed.

Contractor will be subject to State DHCS/Federal Medi-Cal or Quality Assurance audits at any time. Contractor and County will each be responsible for any errors or omissions on their part. The annual State DHCS/Federal Audit may not occur until five years after close of a fiscal year and not be settled until all audit appeals are completed/closed. Final 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.