



RESOLUTION No. 23-125

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT 1 TO THE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CALMHSA) FOR THE BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM TO ADJUST HOURLY RATES AND BUDGET WITHIN THE EXISTING CONTRACT MAXIMUM (RES 22-363)

WHEREAS, on July 12, 2022, per Resolution 22-363, the Nevada County Board of Supervisors authorized the execution of the Participation Agreement with the California Mental Health Services Authority (CalMHSA) for the Behavioral Health Quality Improvement Program; and

WHEREAS, to help counties prepare for CalAIM changes, the Behavioral Health – Quality Improvement Program (BH-QIP) supports county efforts to modernize and improve behavioral health finance, administration, and clinical performance; and

WHEREAS, California Mental Health Services Authority (CalMHSA) is a Joint Power Authority representing County Behavioral Health Departments under the authority of the Government Code; and

WHEREAS, CalMHSA has been identified as a key partner of the Department of Healthcare Services (DHCS) in implementing CalAIM behavioral health elements; and

WHEREAS, CalMHSA supports Nevada County Behavioral Health in meeting select Milestones required to complete the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) deliverables; and

WHEREAS, the parties desire to amend their Agreement to convert to a flexible spending account which allows Nevada County Behavioral Health to request services based on need.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment 1 to the Participation Agreement by and between the California Mental Health Services Authority (CalMHSA), pertaining to the provision of administrative services and projects to support Nevada County Behavioral Health in meeting select Milestones required to complete the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) deliverables for the contract term of July 1, 2022 through June 30, 2024 in the maximum amount of \$179,420 be and hereby is approved, and that the Director of Behavioral Health and the Quality Assurance Program Manager, be and is hereby authorized to execute the Amendment and any necessary documents in connection with this agreement thereto, on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1589-40103-493-1000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of March, 2023, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____


Edward C. Scofield, Chair

3/28/2023 cc:

BH*
AC*

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

1. Nevada County ("Participant") desires to participate in the Program identified below.
Name of Program: Behavioral Health Quality Improvement Program
2. This Participation Agreement Amendment modifies the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B as set forth on page on the following pages.
3. All other terms of Participation Agreement No. 1290-BHQIP-2022-NC shall remain in full force and effect.

Authorized Signatures:

CalMHSA

DocuSigned by:
 Signed: *Dr. Amie Miller* Name (Printed): Dr. Amie Miller, Psy.D., MFT
82E9EFBAB7CC446...
 Title: Executive Director Date: 6/8/2023

Participant: NEVADA COUNTY

Signed: *Phoebe Bell* Name (Printed): Phoebe Bell
Phoebe Bell (Jun 7, 2023 17:21 PDT)
 Title: Director Date: 06/07/2023

Revised Exhibit A

ADDED SERVICES

CalMHSA is offering the following Optional Subject Matter Expert (SME) Services as defined below:

- **Fiscal/Payment Reform**– Individualized and/or Group County support around modeling fiscal impact of Payment Reform, contract support, and other fiscal consultation services as requested.
- **Interoperability** - Guidance on data systems management, BHQIP deliverables, and consulting and/or configuring on coordination and integration of systems operations across county agencies.
- **Data Analytics** – Not otherwise accounted for in fixed Scopes of Work related to BHQIP Deliverables.
- **Ad Hoc Services** - Other service requested by the county at an hourly rate of \$200 may be submitted via a Work Order.

PROFESSIONAL SERVICES	HOURLY RATE
Fiscal/Payment Reform Subject Matter Expert Services	\$200
Interoperability Subject Matter Expert Services	\$200
Data Analytics Subject Matter Expert Services	\$200
Ad Hoc Services	\$200

OPTIONS FOR THE PROCUREMENT OF SERVICES

Flexible Spending Account - Counties may purchase hours **up to** a maximum pre-determined amount, which can be used for any services as identified above. For counties who provided funding via the initial Participation Agreement, funds will be rolled into a single flexible spending account. Over the course of the term of the initial Participation Agreement and this Amendment, if changes to services are required or additional funding needed, those changes can be made via a work order by an authorized county staff. See Appendix A.

Revised Exhibit B

II. Responsibilities

A. Responsibilities of Participant:

1. **Services Post-Contract Execution (Amendment)** - Submit a Work Order form for any additional professional services hourly funding required by the Participant if identified post-contract execution.
2. Provide CalMHSA with a County Staff authorized to utilize the funding amount identified in Exhibit C – Flexible Spending Account over the term of the initial Agreement and this Amendment one via a work order. Please identify your authorized county staff in Appendix B, with the following information:

Name

Title

Phone

Email Address

NOTE: Two people maximum.

3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Appendix A.
- B. **Initial Program Funding** – Initial payment was issued to CalMHSA of \$179,420 as previously specified in Exhibit C, of initial Participation Agreement.
- C. **Additional Funds** – This Amendment shall reflect current funds with CalMHSA and added funding, to be provided by the Participant (County), as specified in Exhibit C.
- D. **Payments** - Payments to CalMHSA shall consist of equal quarterly payments commencing thirty days after the execution of this Amendment.
- E. **Funding** – Funding shall be applied to service hours as defined by the Participant via a fully executed Work Order, see Appendix A; however, it is understood the Participants will assess service needs over the course of time and will have the flexibility to procure additional services and add funding via a work order. These changes can only be made by the authorized staff per Section II. Responsibilities, A. Responsibilities of the Participant, Item 2, of this Amendment. If the Participant does not request an adjustment of hours via the submission of Appendix A, the current hourly designations will remain the same as previously stated in the original agreement or most recent amendment.

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- F. **Administrative Fee:** The total flexible service funds, as defined in Exhibit C, are inclusive of a 15% administrative fee.
- G. **Refunds** - Any **unused** funds from the initial Participation Agreement, will be fully reimbursed based at the end of the project period as defined in the Exhibit B of the initial Participation Agreement. For service requests via a work order, refunds will be less the administrative fee, equal to 15%.
- H. **Annual Rate Adjustments** – Cost of Living Adjustments (COLA), for to the rates as defined in Exhibit A Added Services, and the initial Participation Agreement, shall be made per annum.

MODIFIED Exhibit C

PM CURRENT HOURS PURCHASED BREAKDOWN*	
TOTAL HOURS PURCHASED	560
TOTAL HOURS INCURRED	20.33
TOTAL HOURS REMAINING	539.67
CLINICAL CURRENT HOURS PURCHASED BREAKDOWN*	
TOTAL HOURS PURCHASED	40
TOTAL HOURS INCURRED	0
TOTAL HOURS REMAINING	40

HOURLY SERVICES FLEXIBLE SPENDING ACCOUNT	
ADDITIONAL SERVICE COSTS	COSTS
TOTAL CURRENT HOURLY COSTS INCURRED* (SPENT)	\$3,557.75
TOTAL CURRENT HOURLY COSTS REMAINING*	\$102,442.25
NEW SERVICE HOUR COSTS**	0
NEW TOTAL FOR FLEXIBLE SPENDING ACCOUNT (TOTAL CURRENT HOURLY COSTS REMAINING* + NEW SERVICE HOUR COSTS)	\$102,442.25

*Inclusive of all current agreement hourly offerings (Project Management and Clinical Hours)

**As defined in Exhibit A.

THIS IS A TEMPLATE FOR FUTURE USE – DO NOT FILL OUT

APPENDIX A- REVISED WORK ORDER FORM			
Participant (County)			
Term		Start Date	End Date
SECTION 1. NEW SERVICE HOURS TO BE UTILIZED			
NEW SERVICES	HOURLY RATE	NEW QUANTITY OF HOURS DESIGNATED	TOTAL COST OF HOURS
Fiscal/Payment Reform	\$200/HR		
Clinical Services	\$200/HR		
Project Management	\$175/HR		
Interoperability	\$200/HR		
Data Analysis	\$200/HR		
Ad Hoc Services	\$200/HR		
TOTAL*			

*Cannot exceed the amount listed in Exhibit C of Agreement #_1290-BHQIP-2022_____.

**Per Fiscal Provision, Section C, Counties may choose to adjust their designation of hours via a Work Order Form.

Appendix A Authorized Signatory:

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Signed: *Phebe Bell*
Phebe Bell (Jun 7, 2023 17:27 PDT) Name (Printed): Phebe Bell
Title: Behavioral Health Director Date: 06/07/2023

Appendix A Authorized Signatory (Alternate):

Signed: *Jamie Maxwell*
Jamie Maxwell (Jun 7, 2023 17:24 PDT) Name (Printed): Jamie Maxwell
Title: Quality Assurance Program Manager Date: 06/07/2023

APPENDIX B – Authorized Signatories

Please identify the authorized county staff with authority to make service hour requests and add funding as need by Participant.

Appendix A Authorized Signatory:

Name: Phebe Bell

Title: Behavioral Health Director

Phone: (530)470-2784

Email Address: phebe.bell@nevadacountyca.gov

Signature: 
Phebe Bell (Jun 7, 2023 17:27 PDT)

Date: 06/07/2023

Appendix A Authorized Signatory (Alternate):

Name: Jamie Maxwell

Title: Quality Assurance Manager

Phone: (530)470-2542

Email Address: jamie.maxwell@nevadacountyca.gov

Signature: 
Jamie Maxwell (Jun 7, 2023 17:24 PDT)

Date: 06/07/2023