

**AMENDMENT #1 TO THE CONTRACT WITH Victor
Community Support Services, Inc. (Res 22-308)**

THIS AMENDMENT is executed this September 27, 2022 by and between VICTOR COMMUNITY SUPPORT SERVICES, INC., 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 Professional Services Contract, executed on June 28, 2022 per Resolution RES 22-308; and

WHEREAS, the Contractor provides services related to the Mental Health Services Act (MHSA), Wraparound and Therapeutic Behavior Services (TBS).; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$2,783,222 to \$2,953,597 (an increase of \$170,375), 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 7/1/22.
2. That Maximum Contract Price, shall be amended to the following:
\$2,953,597
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: _____
Susan Hoek
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

CONTRACTOR:

By: _____
Victor Community Support Services, Inc.
1360 East Lassen Avenue
Chico, California 95973

**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 \$2,953,597 for the period of July 1, 2022 through June 30, 2023. 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.

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

For Eastern County services and Early Psychosis Intervention (EPI) Program:

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

For Eastern and Western County services:

VICTOR COMMUNITY SUPPORT SERVICES, INC.

Calculation of Estimated Units

Service and Rate Table

Type of Service	Interim Rate
Psychiatric/Med Support	5.58
Mental Health Services	3.02
Rehabilitation	3.02
Case Management/Brokerage	2.34
Crisis Intervention	4.48
MHSA/Other Non-Billable Mental Hlth Svc	2.34
MHSA/Other Non-Billable Case Management	2.34
Target Annual Billable Svc \$ (no EPI)	2,310,074
Target Annual Billable Units (no EPI)	898,877
Target Monthly Billable Svc \$ (no EPI)	192,506
Target Monthly Billable Units (no EPI)	74,906
Target Annual Non-Billable Svc \$ (no EPI)	473,148
Target Annual Non-Billable Units (no EPI)	202,200
Target Monthly Non-Billable Svc \$ (no EPI)	39,429
Target Monthly Non-Billable Units (no EPI)	16,850
Total Contract Amount	2,953,597

Billing and Service Documentation

Services will be paid at Interim Payment rates as agreed upon by the Director of Behavioral Health and Contractor. Interim Rates are subject to the Settlement provisions below.

County and Contractor shall periodically review the units of time for Medi-Cal services submitted through

this contract and agree to renegotiate, at the discretion of the Director of Behavioral Health if either: Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or the proportion of Medi-Cal/Billable units to total units of service fall below the 80% 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 shall: ensure that authorizations are received for services; check and maintain client Medi-Cal and/or other eligibility; process financial, registration and intake documents, provide timely follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

Contractor shall submit a monthly an invoice with summary and detail of billings/services, for services provided during the prior month, including billed amounts at the Interim Rate effective on the day of service. The documentation shall include units of service and interim payment rate, by type of services provided, e.g. Psychiatric/Med Support, Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice shall identify the Medi-Cal beneficiary by name or county case number, using Standard County billing forms, or a substitute form approved by County. All documentation time should normally be included in the maximum minutes per visit at a rate of 10 minutes of documentation to every 50 minutes of service.

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

Contractor shall submit invoices, and reports to: Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point, Suite 120
Grass Valley, CA 95945

County shall review the invoice and notify the Contractor within fifteen (15) working days if any individual item or group of costs is being questioned. Payments shall be made within thirty (30) days of receipt of a completed, correct, and approved billing.

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.

The Cost Report calculates the Cost per unit as the lowest of Contractor Actual Cost, Contract Maximum, or County's total paid amount under this contract.

A Cost Report Settlement shall be completed by County within one year of the end date of the contract and shall be based on the lower of the amount paid by the County and the Contractor's allowable total cost. If Contractor cost is lower than the amount paid by the County under this contract, payment of the difference shall be required by Contractor within 60 days of Settlement or as otherwise mutually agreed.

Audits: 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 or more 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.

Non-Profit Supplemental Audit Provisions:

(i) Contractor shall have on file with the County at all times their most recent reviewed or audited financial statements including the review or opinion letter issued by an independent Certified Public Accountant. The financial statement package is due to the County within one hundred eighty (180) days of the end of the Contractor's fiscal year. Contractor may request in writing an extension of due date for good cause – at its discretion, County shall provide written approval or denial of request.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$750,000 or more in Federal awards during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in the "Notification" section of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

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

Org Code

Project Code Number

Attachment B					
VICTOR COMMUNITY SUPPORT SERVICES, INC., GRASS VALLEY					
Operating Budget for Nevada County					
FOR THE TWELVE MONTHS ENDING JUNE 30, 2023					
	Western/Eastern		EPI		Total
EXPENDITURES	FTE	Total	FTE		
Director & Clinical Supervisors	4.1	330,970	0.3	24,670	355,640
Clinicians	5.9	469,725			469,725
Facilitators	6.0	351,940	1.0	59,176	411,116
Parent Partner	2.0	74,513			74,513
Family Support Counselor	3.0	119,248			119,248
Office & Program Support Salaries	2.0	159,824	0.2	9,662	169,486
Total Direct Salaries & Wages	23.0	1,506,220	1.5	93,508	1,599,728
TAXES & BENEFITS		469,104		28,415	497,519
TOTAL PERSONNEL COST		1,975,324		121,923	2,097,247
OPERATING EXPENSE					
Professional Fees		59,985		5,146	65,131
Psychiatrist		82,560			82,560
Supplies		36,135		537	36,672
Occupancy		186,060		10,584	196,644
Equip, Lease & Maint		30,905		1,856	32,761
Transportation		56,765		3,420	60,185
Conf & Meetings		17,663		627	18,290
Flex Funds		52,684		8,700	61,384
Insurance		4,326		152	4,478
Other Operating		4,999		546	5,545
Total Operating Expense		532,083		31,568	563,651
Administrative Support		275,815		16,884	292,699
TOTAL PROGRAM COST		2,783,222		170,375	2,953,597