



RESOLUTION No. **25-037**

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE CONTRACT WITH CALIFORNIA HEARING OFFICERS, LLP WHICH PROVIDES HEARING OFFICERS FOR MENTAL HEALTH CERTIFICATION REVIEW HEARINGS TO INCREASE THE MAXIMUM AMOUNT FROM \$35,000 TO \$135,000, TO EXTEND THE CONTRACT TERMINATION DATE TO JUNE 30, 2026, AMENDING EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THOSE CHANGES AS WELL AS A CHANGE IN THE CANCELLATION POLICY AND ASSOCIATED FEES, AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH BUDGET FOR FISCAL YEAR 2024-25 (4/5 AFFIRMATIVE VOTE REQUIRED) (PESR4869)

WHEREAS, on January 23, 2024, per Purchasing Order PESR4869, the Nevada County Purchasing Agent approved execution of the Professional Services Contract with California Hearing Officers, LLP to provide Hearing Officers for mental health certification review hearings; and

WHEREAS, both parties desire to amend the contract language to reflect a change in operations and to extend the duration of the contract; and

WHEREAS, the parties desire to amend their agreement to increase the contract price from \$35,000 to \$135,000 (an increase of \$100,000), amend Exhibit "B" Schedule of Charges and Payments to update the cancellation policy and associated fees, and to reflect the increase in the maximum contract price and a term extension to June 30, 2026; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to the Professional Services Contract by and between the County and California Hearing Officers, LLP pertaining to the provision of Hearing Officers for mental health certification review hearings for the contract term of January 1, 2024, through June 30, 2026, in the maximum amount of \$135,000 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to release \$100,000 fund balance in Fund 1589 and amend the Behavioral Health Department's Budget for the fiscal year 2024/25 as follows:

Fiscal Year 2024/25

Expenditure	1589-40103-493-1000 / 521520	\$ 100,000
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PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of February 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, and Hardy Bullock.

Noes: None.

Absent: Susan Hoek.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: _____

Tine Mathiasen

Heidi Hall
Heidi Hall, Chair

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of February 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, and
Hardy Bullock.

Noes: None.

Absent: Susan Hoek.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: _____

Heidi Hall, Chair

**AMENDMENT NO. 1 TO THE CONTRACT WITH
CALIFORNIA HEARING OFFICERS, LLP (PESR4869)**

THIS AMENDMENT is executed this February 11, 2025, by and between CALIFORNIA HEARING OFFICERS, LLP, 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 January 23, 2024, per Purchase Order No. PESR4869; and

WHEREAS, the Contractor provides Hearing Officers for mental health certification review hearings; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$35,000 to \$135,000 (an increase of \$100,000), extend the contract termination date from December 31, 2024, to June 30, 2026, and amend Exhibit "B" Schedule of Charges and Payments to reflect a change in cancellation process and associated charges, the increase in the maximum contract price, and a term extension to June 30, 2026.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of 1/1/2025.
2. That Maximum Contract Price, shall be amended to the following:
\$135,000.
3. That the Contract Termination Date is amended to the following:
June 30, 2026.
4. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised 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 except as amended herein.

COUNTY OF NEVADA:

CONTRACTOR:

By: Heidi Hall
Heidi Hall (Feb 11, 2025 18:09 PST)
Chair of the Board of Supervisors

By: Kamandeep Atwal
California Hearing Officers, LLP
101 Parkshore Drive
Folsom, CA 95630

ATTEST:

By: Heidi Hall
Clerk of the Board

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
CALIFORNIA HEARING OFFICERS, LLP

The maximum payments from Nevada County Behavioral Health to Contractor shall not exceed \$135,000 for the term of January 1, 2024 through June 30, 2026.

COMPENSATION.

Nevada County Behavioral Health shall pay a \$2,000 monthly for hearing officer services. In addition to the monthly service charge, Contractor shall charge Nevada County Behavioral Health for the Services rendered under this Agreement at a rate of Three Hundred Dollars (\$300.00) per hour for hearing officers conducting hearings and issuing written decisions for the Services described in this Agreement. The hourly rate includes overhead expenses such as secretarial, telephone, photocopy, postage, and related costs. Contractor shall charge Nevada County Behavioral Health a minimum of two (2) hours for each day a hearing is scheduled; additional time will be billed in 15-minute increments.

Cancellations must occur 48 or more hours before the scheduled hearing. If the hearing is scheduled on a Monday or the day after a holiday, notification of cancelation must occur during business hours on the last business day before the scheduled hearing. Cancellations without adequate notice as defined above will incur the two-hour minimum for that day.

Any additional services not otherwise provided for herein shall not be provided by Contractor, or compensated by Nevada County Behavioral Health, without written authorization by Nevada County Behavioral Health. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of Contractor.

BILLING AND PAYMENT

Contractor shall submit to Nevada County Behavioral Health after completion of the services, an itemized statement or invoice of services rendered. Nevada County Behavioral Health shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

In no event shall Nevada County Behavioral Health refuse to pay any portion of the statement or invoice because of Contractor's ruling on any particular case.

Should Nevada County Behavioral Health, or the state or federal government, disallow any amount claimed by Contractor, Contractor will have an opportunity to substantiate its billing before a final decision to disallow. If, however, any amount is disallowed, the Contractor shall reimburse Nevada County Behavioral Health, or the state or federal government, as directed by Nevada County Behavioral Health, or the state or federal government, for such disallowed cost.

County shall review the invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire invoice pending resolution of the cost(s). Payment of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice.

Contractor shall submit invoices to:

Via mail:
HHSA Administration
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, CA 95959
Or

Via Email:
BH.Fiscal@nevadacountyca.gov
CC: Contract Manager (refer to Notification section)

