



**RESOLUTION NO. 20-322**

**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 \$1,133,993 TO \$1,165,988 (AN INCREASE OF \$31,995) FOR THE TERM OF JANUARY 1, 2020 THROUGH JUNE 30, 2020 DUE TO AN UNANTICIPATED INCREASE IN EXPENSES (RES. 19-620)**

WHEREAS, per Resolution 19-620 the Nevada County Board of Supervisors authorized the execution of a Renewal Personal Services Contract between the County and Sierra Mental Wellness Group to provide services in relation to crisis intervention, community client services and services relating to the operation of a Crisis Stabilization Unit (CSU); and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price due to an unanticipated increase in services and to amend Exhibit "B", "Schedule of Charges and Payments", to reflect the increase in the maximum contract price for the contract term of January 1, 2020 to June 30, 2020.

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 Personal Services Contract by and between the County of Nevada and Sierra Mental Wellness Group to provide services in relation to crisis intervention, community client services and services relating to the operation of a Crisis Stabilization Unit (CSU) from \$1,133,993 to \$1,165,988 (an increase of \$31,995) and to amend Exhibit "B" Schedule of Charges and Payments to reflect an increase in the maximum contract price for the contract term of January 1, 2020 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. 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 28th day of July, 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

7/28/2020 cc: BH\*  
AC\* (Hold)

8/14/2020 cc: BH\*  
AC\* (Release)  
SMWG

AMENDMENT #1 TO THE RENEWAL PERSONAL SERVICES CONTRACT WITH  
SIERRA MENTAL WELLNESS GROUP (RESO. 19-620)

**THIS AMENDMENT** is dated this 28<sup>th</sup> day of July, 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 December 17, 2019, per Resolution No.19-620; and

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

**WHEREAS**, the parties desire to amend their agreement to: 1) amend the Maximum Contract Price from \$1,133,993 to \$1,165,988 (an increase of \$31,995) due to an unanticipated increase in expenditures; and 2) 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 June 1, 2020.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$1,165,988.
3. 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.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: Heidi Hall  
Heidi Hall (Aug 14, 2020 11:55 PDT)  
Honorable Heidi Hall  
Chair of the Board of Supervisors

CONTRACTOR:

By: Jon Kerschner  
Jon Kerschner (Aug 10, 2020 08:35 PDT)  
Jon Kerschner  
Executive Director  
Sierra Mental Wellness Group  
333 Sunrise Avenue, Suite 701  
Roseville, California 95661

ATTEST:

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

**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 \$1,165,988 for the fiscal year January 1, 2020 through June 30, 2020.

The Contractor's reimbursement is based on the staffing pattern in Exhibit A, and according to the estimated project budget:

	Crisis Intervention Services			CSU	Total All Programs
	Western MHSA	Western Non-MHSA	Eastern Other	Crisis Stabilization Unit	
On Site	100,744	130,371			231,115
Supervisor	14,523	26,973		42,878	84,374
Assistant Supervisor	9,016	30,182		36,400	75,598
Lead Clinician	8,930				8,930
Staff Back-up/On Call			27,239	8,795	36,034
Rollouts			12,175		12,175
Program Management			10,200		10,200
Licensed Therapist/Mental Health Professional				109,288	109,288
Psych Tech/Medical Professional				132,740	132,740
Administrative	20,800			20,800	41,600
Meetings/Training	5,250	5,250	2,650	3,750	16,900
Total Salaries	159,263	192,776	52,264	354,651	758,954
Payroll Taxes as 24% of Salaries	38,223	46,266	12,543	85,116	182,148
<b>Total Personnel Expenses</b>	<b>197,486</b>	<b>239,042</b>	<b>64,807</b>	<b>439,767</b>	<b>941,102</b>
Psychiatry				38,592	38,592
Pharmacy				1,000	1,000
Office Supplies				3,750	3,750
Utilities/Meals/Environmental/Linen/Security				35,750	35,750
Staff Development				2,000	2,000
Transportation Services				1,075	1,075
Staff Recruitment				1,375	1,375
Mileage			3,700	435	4,135
<b>Total Operating Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,700</b>	<b>\$ 83,977</b>	<b>87,677</b>
Administrative Overhead	25,598	30,402	8,906	72,303	137,209
<b>Total Expenses</b>	<b>\$ 223,084</b>	<b>\$ 269,444</b>	<b>\$ 77,413</b>	<b>\$ 596,047</b>	<b>1,165,988</b>

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 \$94,744 or one-sixth of the original 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 1/6th amount if necessary, for program expenditures. The Contract

Amendment adding \$31,995 to the Contract Maximum is separate and not part of the 1/6<sup>th</sup> calculation amount.

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 30<sup>th</sup>, 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.