



# RESOLUTION No. 24-115

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF AMENDMENT 1 TO THE CONTRACT WITH TURNING POINT COMMUNITY PROGRAMS, INC. FOR THE PROVISION OF ADULT ASSERTIVE COMMUNITY TREATMENT PROGRAM, RESPITE, CASE MANAGEMENT, AND HOUSING SERVICES TO INCREASE THE CONTRACT PRICE FROM \$5,996,518 TO \$6,036,518 (AN INCREASE OF \$40,000), REVISE EXHIBIT "A" SCHEDULE OF SERVICES TO INCORPORATE THE PURCHASE AND UTILIZATION OF A VEHICLE AND AMEND EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE CONTRACT MAXIMUM AMOUNT (RES 23-293)**

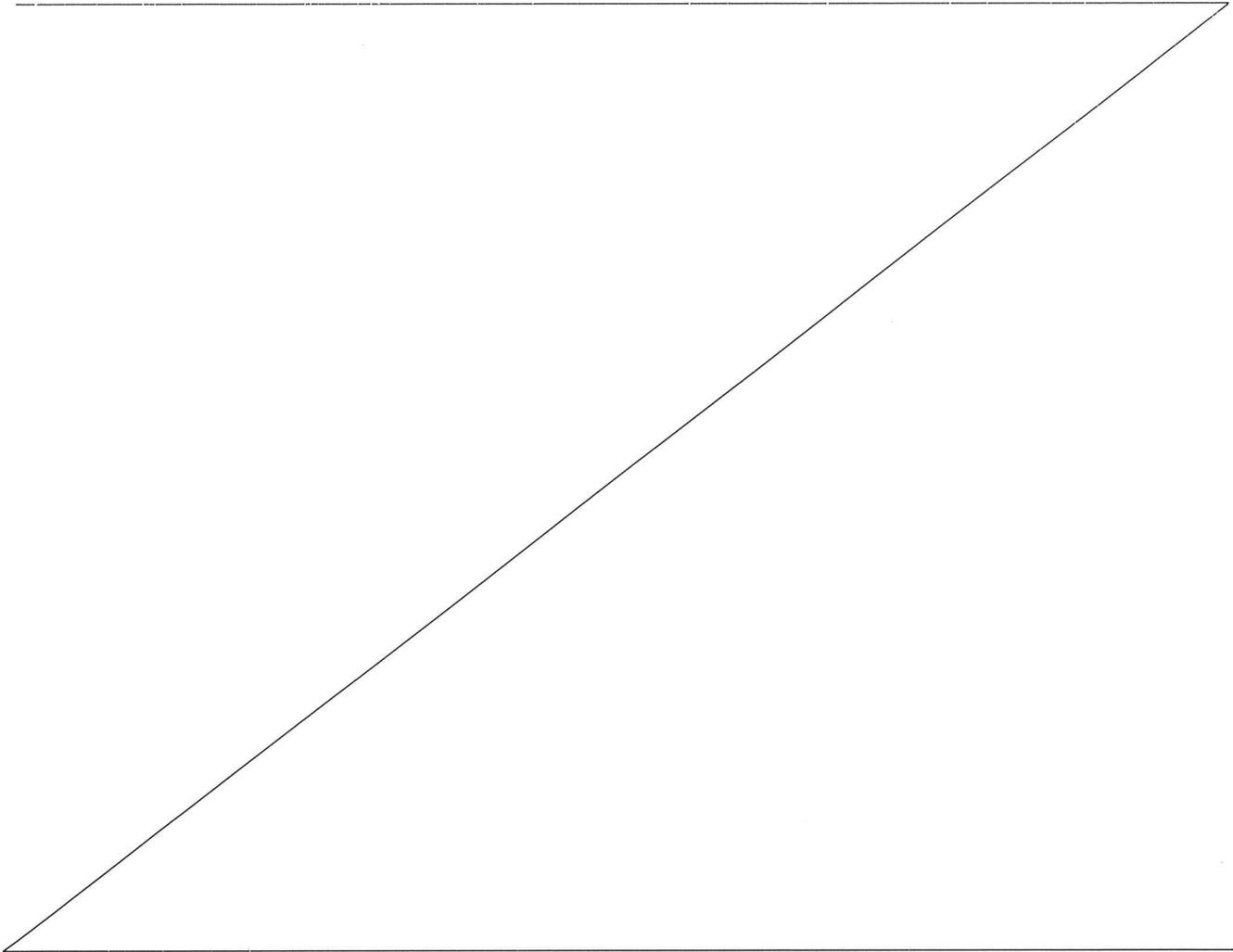
WHEREAS, on June 27, 2023, per Resolution 23-293, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with for the Provision of Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST); and

WHEREAS, the Contractor's AACT Team model is a multi-disciplinary approach to providing community-based treatment, outreach, rehabilitation, and support services to individuals with serious mental illness, and the Team operates 24-hours, 365 days a year to provide flexible crisis intervention and wraparound services that are tailored to address each eligible participant's unique and changing needs. The Contractor continues to operate the peer-led Insight Respite Center facility as an alternative to inpatient hospitalization for individuals experiencing a mental health crisis; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$5,996,518 to \$6,036,518 (an increase of \$40,000), revise Exhibit "A" Schedule of Services to incorporate the purchase of a vehicle and amend Exhibit "B" Schedule of Charges and Payments to reflect the increased contract maximum.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment 1 to the Professional Services Contract by and between the County and Turning Point Community Programs, Inc. pertaining to the provision of: Adult Assertive Community Treatment Program Services as a component of the County's Mental Health Services Act Community Services and Supports Plan; Supported Independent Living Program Services; and Integrated Health Care Services as part of the Integration Service Team for the term of July 1, 2023, through June 30, 2024, in the maximum amount of \$6,036,518 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1589-40110-493-8301/521520; 1589-40110-493-8502/521520; 1512-40110-493-1000/521520.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of March 2024, 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.

Recuse: None.

ATTEST:

TINE MATHIASEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Hardy Bullock, Chair

**AMENDMENT #1 TO THE CONTRACT WITH  
TURNING POINT COMMUNITY PROGRAMS, INC. Res 23-293**

**THIS AMENDMENT** is executed this 26<sup>th</sup> day of March 2024, by and between TURNING POINT COMMUNITY PROGRAMS, 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 27, 2023 per Resolution RES 23-293; and

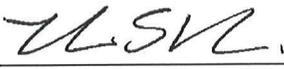
**WHEREAS**, the Contractor operates Provision of Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST); and

**WHEREAS**, the parties desire to amend their agreement to increase the contract price from \$5,996,518 to \$6,036,518 (an increase of \$40,000), revise Exhibit “A” Schedule of Services to incorporate the purchase of a vehicle and amend Exhibit “B” Schedule of Charges and Payments to reflect the additional cost of purchasing a vehicle.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of March 1, 2024.
2. That Maximum Contract Price, shall be amended to the following: \$6,036,518.
3. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
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:

By:   
Hardy Bullock  
Chair of the Board of Supervisors

CONTRACTOR:

By:   
Alfred Rowlett (Apr 1, 2024 20:25 PDT)  
Turning Point Community  
Programs, Inc.

ATTEST:

By:   
Clerk of the Board

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**TURNING POINT COMMUNITY PROGRAMS, INC.**

Turning Point Community Programs, Inc., hereinafter referred to as "Contractor", shall provide Mental Health Services Act (MHSA) Adult Assertive Community Treatment (AACT) Program Services and integrated health care services as part of the Integration Services Team (IST) for the Nevada County Behavioral Health hereinafter referred to as "County".

Providence Center: Maintains a census of 90.

**Clients Served:** the ongoing caseload of qualified adults to be served under this agreement is **90**.

List of Services/Authorization responsibilities

- a. Mental Health Services
- b. Coordination of Care, Brokerage
- c. Medication Support
- d. Crisis Intervention
- e. Non-Medi-Cal Jail Services
- f. MHSA Outreach and Engagement
- g. Authorization of outpatient Mental Health Services and Medication Support

Programs/Client Populations Served

- a. Western Nevada County
- b. MHSA Assertive Community Treatment Team
- c. May be adults in ACT team or non-ACT team adults
- d. Assisted Outpatient Treatment (AOT), Laura's Law
- e. Medi-Cal adults who are in the process of stepping-down from ACT program and need a lower level of care coordination services

**Staffing**

Contractor's program staffing is key for the delivery of services for the TPCP's Adult Assertive Community Treatment Program. Any proposed changes to the qualifications of the staff below, or significant changes being made for the duties and roles of these staff, need prior authorization by the designated Program Manager of the County. The staff shall include

- Regional Director – Ensures overall-management of all Nevada County Programs to include Providence Center, Respite, Catherine Lane, Empire House, and other Turning Point programs within the Nevada County contract. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.
- Program Director – Provides overall management of the program, including management of the budget, AOT, AACT services, and personnel. This position is also responsible for the clinical oversight of services while ensuring that service to members includes adequate planning and is in compliance with contract requirements. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor in California.
- Clinical Director – Facilitates clinical oversight of the program. Reviews assessment and care coordination plans, authorizes services as permitted herein, and provides treatment staff

training and clinical supervision when applicable. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.

- QA Coordinator – Monitors that all chart documentation follows Medi-Cal documentation standards and HIPAA compliance. This position is responsible for conducting regular internal chart reviews and providing training and support when documentation gaps or problems are identified.
- Assessment Clinician – Provides initial assessment and treatment planning for new clients, along with reassessments of ongoing clients. This position will be licensed as a Psychologist, Social Worker, Marriage Family Therapist, or Professional Clinical Counselor, or be registered or eligible to collect clinical hours toward licensure in California by the Board of Psychology or Board of Behavioral Sciences.
- Office Manager – Schedules and oversees clerical staff in their day-to-day duties including processing of ingoing and outgoing mail, data entry, records maintenance, report preparation, etc. Reviews, maintains, and processes petty cash, team funds, P & I, timecards, invoices and reimbursements with reporting and submission to Fiscal Department monthly including monthly reconciliation of accounts. Oversees preparation, review, and dissemination of a variety of reports for submission both within the agency and to the County and other entities, for billing purposes, reconciliation of data, census and status updates, outcomes data and any other reportable data. Assists Clinical Director with HIPAA compliance and overall quality assurance.
- Administrative Coordinator – Participates in overall management of the office to support staff with delivery of client services. Schedules doctor day appointments and transcription, ensures charting standards and oversees the adherence to Medi-Cal service requirements. Monitors Medi-Cal coverage or coverage by other third-party payers for member services. Coordinates after hours scheduling of on-call response teams.
- Registered Nurse/ Licensed Psychiatric Technician or Licensed Vocational Nurse – Provides prescribed medical treatment and oversight to members with co-occurring medical conditions as well as staying abreast of member medication needs and disbursements.
- Team Lead – Oversees all aspects of client services, as well as ensures that direct treatment staff provide appropriate responsive services. Responsible for administrative supervision of direct treatment staff i.e., employee evaluations, properly prepared time sheets, etc.
- Behavioral Health Specialist (BHS) – Assure members' needs are met in accordance with the treatment plan. Coordinates services for up to ten (10) members. Facilitates the Community Support Team Meetings and helps provide linkage to formal and informal supports. Completes charting, documentation, and authorizations for treatment. Connects members to services that foster access to health needs. BHS staff will also attend court hearings with the individual to advocate on behalf of members, for mental health treatment instead of jail time when appropriate. Outreach and advocacy also include establishing positive relationships with the Public Defender's office and attorneys. Develops housing resources in the community through linkage and partnerships. Assists members in locating and maintaining housing. Develops employment resources in the community through linkage and partnerships. Assists members with developing job skills needed for the careers they choose to explore. Collaborates with

Individualized Placement Services to assist members with locating job opportunities and providing support for the member's work experience.

- Court Liaison/CAADAC Counselor – Stays in close communication with Attorneys/Judges, Probation, Law Enforcement, Behavioral Health Personnel, and any other parties involved in the members' progress/status while engaged in the criminal justice system, including but not limited to, Mental Health Court. This position also provides CAADAC based drug and alcohol counseling to clients referred from within the Providence Center program.

## **Program Services Team**

### **A. MHSA Adult Assertive Community Treatment (AACT) Team**

**Program Overview MHSA AACT**— Contractor shall provide Adult Assertive Community Treatment Program Services as a Full-Service Partnership (FSP) consistent with Nevada County's approved MHSA Community Services and Supports (CSS) Plan. This program shall target adults, transition age youth, and seniors. Members of full-service partnerships will receive specialized, individualized, intensive services and supports. Outreach and Engagement Services will be provided to the unserved and underserved individuals, including the homeless, incarcerated, and other unserved individuals to ensure participation in mental health service opportunities.

When individuals do not receive needed mental health services, the negative consequences can spread a wave of disconnect and destruction throughout families and communities. The goal of AACT Program services is to decrease the negative impact of mental illness by providing a range of treatment options within Nevada County that respects an individual's cultural needs and includes family participation, whenever possible, in planning and decision-making.

#### Target Population MHSA AACT

The target population the Contractor will serve consists of individuals over the age of 18 with severe mental illness (SMI) in accordance with Welfare and Institutions Code (W& I) Code Section 5600.3. To qualify for MHSA AACT services, the severe mental illness must be causing behavioral functioning that interferes substantially with areas specified in this regulation. This section further states that to qualify for services, a person must have a mental disorder as identified in the most recent edition of the DSM-V and ICD-10. Individuals with Medi-Cal eligibility will meet medical necessity standards identified in the California Code of Regulations, Title 9, Section 1830.205, and Medical Necessity Criteria for Specialty Mental Health Plan Reimbursement of Specialty Mental Health Services.

Welfare and Institutions Code Section 5878.1(b) specifies that MHSA services will be provided to adults and older adults. Transition age youth age 16-25 may also be served under W&I Code Section 5865.1.

Services would focus on the individual/family, use a strength-based approach, and include multi-agency programs and joint planning. These individuals as the result of their mental health diagnosis are:

1. At serious risk of, or have a history of, psychiatric hospitalization, residential care, or out of home placement.
2. Adults who are homeless or at risk of being homeless.
3. At risk of fragmenting or being displaced from their families.
4. In danger of experiencing job failure or loss of income required for basic needs such as

- food, shelter, and clothing.
5. At risk of involvement or currently involved in the criminal justice system.
  6. Inability to provide for basic medical needs.
  7. The desired ratio of providers to members should not exceed 1:10.

Comprehensive Program Description: Contractor shall incorporate community collaboration, cultural competence, client/family driven services, a focus on wellness, and integrated services under this Agreement.

Like many of Turning Point Community Programs (TPCP) existing programs in other counties, the Nevada County AACT will be built upon the central principles of the Assertive Community Treatment (ACT) model: multi-disciplinary team direct provision of community-based psychiatric treatment, assertive outreach, rehabilitation and support services to the population with serious mental illness that also has co- occurring problems or multiple hospitalizations.

TPCP's AACT Team will operate 24-hours, 365 days per year in providing flexible crisis intervention and wraparound services. Both individuals and groups services are designed for TAY (transitional age youth), adults, older adults and their families to form partnerships with TPCP staff as individuals seek to realize their full potential as people and members of a community. Services shall include, but are not limited to: peer support, therapy, housing assistance, job development skills/assistance, psychiatric services, medication support, outreach, and linkage to other community supports, substance abuse treatment, and assistance in supporting other health and life needs.

#### **B. Forensic Services**

Mental Health Court AACT will provide services to Mental Health Court clients, which are assigned by the County. Mental Health Court is an alternative court that places legal mandates, as part of formal probation, on individuals needing mental health services. The mental health court treatment team includes members from County Behavioral Health, Probation, District Attorney's, and Public Defender offices, and AACT. The aim of this program is to prevent criminal recidivism by ensuring and monitoring the treatment of mental health clients, consulting with multiple agencies involved in care, via regular team meeting and court proceedings to make needed adjustments to treatment.

The AACT representative will attend all Mental Health Court team meetings, steering committee meetings, and provide regular treatment summaries, recommendations, and consultation to mental health court by attending and actively participating in the court proceedings.

All services provided under this Agreement shall focus on rapid disposition and early release of adult offenders from custody or incarceration. Services will be provided in jail until the member is released. Jail discharge planning will be implemented for those inmates meeting AACT criteria and will include dispositional recommendations, assessment, case management, referral and linkage to appropriate treatment resources.

#### **C. Assisted Outpatient Treatment (AOT/Laura's Law):**

The AACT program will receive referrals by the County for Assisted Outpatient Treatment, and follow criteria, assessment, and legal proceedings per Welfare and Institutions Code 5345-5349.5. AOT is a program mandated by the Board of Supervisors to prevent mentally ill adult individuals from harming themselves and others by court ordering potentially effective mental health treatment for individuals refusing mental health services, particularly the use of psychiatric medication.

The AACT representative for AOT will be a licensed clinician, attend all court proceedings, and keep the County Director or his/her designee current on the clinical and legal aspects of AOT clients, and consult with the County Director or his/her designee when necessary. The AACT representative for AOT will attend all AOT steering committees, as well.

**D. Outpatient Services:**

Clients who receive on average less than four hours of services per month, or who are expected to be receiving this level of service, will be either transitioned outside of Turning Point to other services in the community, including Behavioral Health, or to the Outpatient unit of the Providence Center. The Outpatient services will be at a noticeably reduced level of services as compared to the services provided by the AACT programs. Often the clients will see the psychiatrist at less frequent rates compared to the services in AACT and they will need minimal service coordination, including less than one contact by a service or care coordinator per month.

**1. Authorization of AACT:**

- a. All planned (non-emergency) services must be pre-authorized. Services may be authorized by County licensed staff or by Contractor's licensed staff as permitted herein. Contractor will designate a licensed team member as the Utilization Review Coordinator ("URC") who will make authorization decisions for services rendered by Contractor. The County URC will oversee all service authorizations that have not been delegated to Contractor herein. Further, the County may review, and change authorization decisions made by Contractor and has ultimate authority in this area.
- b. To authorize a service, the URC must review the Assessment, Medical Necessity determination and Client Plan (if available) and conclude that medical necessity for outpatient Mental Health Services exists. The URC must also follow other County guidelines regarding Authorization of Services. The URC or designee must enter all service authorizations into a database which shows the authorization expiration date and the URC shall be responsible for insuring that all services are pre-authorized. In conjunction with the billing of services, Contractor shall confirm on the billing statement that all services billed have been properly authorized in accord with these requirements.

**2. Overall Structure of all AACT Teams shall include:**

- a. Services will be provided 24/7 - 365 days a year response with smaller caseloads (1:10) and follow the Recovery principles of strength-based and client driven.
- b. Treatment shall include:
  - i. Assessments – each client receiving services shall participate in a thorough assessment of service needs. Contractor shall also inquire and evaluate any cultural or language issues relevant in the formation of diagnosis and treatment
  - ii. Staff shall work closely with each client to develop a safe and trusting professional relationship
  - iii. Psychopharmacologic treatment, including new atypical antipsychotic and antidepressant medications
  - iv. Individual supportive therapy
  - v. Crisis Intervention
  - vi. Hospitalization- Contractor will require pre-authorization from the County's

- Behavioral Health Department to place a member in acute inpatient, long-term residential (IMD, SNF), or psychiatric board and care facility
- vii. Substance abuse treatment, including group therapy (for members with a dual diagnosis of substance abuse and mental illness). Clients shall have access to specialized groups such as Alcoholics Anonymous, Narcotics Anonymous, and dual diagnosis groups that employ the “harm reduction model”
  - viii. Continuum of Care - as clients move through the process of personal recovery, ongoing assessments shall be conducted to identify the level of services needed to reach service goals.

c. Rehabilitation:

- i. Behaviorally oriented skill teaching (supportive and cognitive-behavioral therapy), including structuring time and handling activities of daily living.
- ii. Supported employment, both paid and volunteer work
- iii. Support for resuming or continuing education
- iv. Individual and Group Therapy

d. Support Services:

- i. Support, education, and skill teaching to family members
- ii. Collaboration with families and assistance to members with children
- iii. Direct support to help members obtain legal and advocacy services, financial support, supported housing, money management services, and transportation

e. Recovery Principles:

Represents a practical approach to providing psychiatric services for people recently deinstitutionalized (release from a locked facility) within the parameters of some specific principles. These include, but are not limited to:

- i. Individuals participate in the decisions that affect their lives
- ii. Individuals have real input into how their services are provided
- iii. Eliminate service delivery methods that are confusing and fragmented
- iv. Prioritize resources and services for individuals
- v. Emphasize and utilize the self-help model
- vi. Hire clients so that they can provide services at all levels of the agency

Special attention will be provided to the outreach and engagement of the County’s Latino population, and the outreach and provision to the more remote and underserved areas of the County which may include Truckee.

The Contractor shall collaborate and cooperate with, mental health, public health, child welfare, social services, justice system, substance abuse providers, attorneys,

drug courts, social services, and other agencies or providers that may be involved in the member's treatment and recovery needs.

f. Housing Services:

TPCP's program in Nevada County will also focus on providing individuals with access to an array of community-based housing options designed to meet the needs of each person. Contractor shall work to create housing collaborations similar to alliances TPCP has in other counties, including master leases with property management companies, payment of rent/responding to intervention requests at various apartments, and knowledge of resources necessary to home and apartment maintenance. In addition, TPCP will work to become familiar with Housing Authority locations and personnel through assisting members with submitting applications for federal subsidies. TPCP will effectively implement the following housing support strategies with and on behalf of the individuals they are serving under this Agreement: Assist in obtaining federal housing subsidies as available training in skills necessary to maintain acquired housing. Contractor shall assure timely linkage with utility resources as needed on behalf of individuals; payment of rental and utility obligations; repair of individual's housing when needed; and clean-up of housing after individual's move-out.

**E. Supported Employment Services: (20 clients)**

Individual Placement and Supports (IPS) is a model of supported employment that has proven to be effective for individuals with serious mental illness including those challenged by substance use, homelessness, and criminal justice histories.

1. IPS is an established and successful EBP reported to have 55% of mental health consumers successfully working when applied, promoting integration of members in the community
2. The integration of IPS will empower FSP members by helping them obtain competitive work in the community and providing the necessary support to ensure their success in the workplace
3. IPS is grounded in eight principles; 1) Open to anyone who wants to work, 2) A focus on competitive employment, 3) Rapid job search, 4) Targeted job development, 5) Guided by the decisions of the individual being served 6) Inclusion of individualized long-term supports, 7) Integrated with treatment, 8) Inclusion of benefits counseling
4. The IPS/Employment specialists provide direct assistance with work and training while coordinating their efforts with the treatment team
5. Adding these services allows members to engage in meaningful activities while strengthening current FSP services as SE services are considered a key component of meeting full fidelity to the ACT model
6. The IPS model requires that eligibility be based on the member's choice and that services be integrated with comprehensive mental health treatment, both of which align with the ACT model currently in place. Additionally, the inclusion of IPS aligns with TPCP philosophy and core values which emphasize the resumption of normal life roles, such as employment, as being key to the recovery process.

7. With competitive employment being the goal, staff will support members to obtain part-time or full-time employment existing in the open labor market paying at least minimum wage.
8. Staff will support job searches, resume development, interview coaching and employment maintenance skills while ensuring the member is aware of any impact employment may have on their current benefits.
9. The IPS Supported Employment Fidelity Scale will be used to assess three aspects of the model: Staffing, Organization, and Services.
10. The fidelity scale will primarily be used for quality improvement by identifying areas of strength and possible areas of improvement as they relate to the model. Once the fidelity scale has been completed, feedback will be provided including scores, observations, assessments, and recommendations for program improvement.

**F. Permanent Supportive Housing**

Contractor, in conjunction with Behavioral Health staff, shall implement and monitor a specific treatment and permanent supportive housing program for providing services to Medi-Cal beneficiaries living in two homes owned by Nevada County Housing Development Corporation. These homes will house up to 12 clients combined at any given time. The Contractor will implement and monitor an Independent Living Program Component for clients residing in the house. Contractor will continue to expand ways to shelter clients through increasing the use of Master Leases and flex funds to support temporary use of motels.

**CONTRACTOR RESPONSIBILITIES**

1. The contractor will provide the following:
  - a. Rehabilitative Mental Health Services
  - b. Care Coordination and Linkage/Referral Services
  - c. Night and Weekend Supervision

In addition, the Contractor shall provide services for Independent Living Program described below in section F subsection 3.

2. Staffing Plan, Qualifications, and Duties:
  - a. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, including holidays. All staff shall possess a valid California Driver's license.
  - b. Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services. Staff's productivity standard will consist of at least 25% of time with clients during waking hours as billable service.
  - c. It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate

for the circumstances. In that event, the County shall communicate any service or employee deficiencies to Contractor. All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care.

- d. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home
- e. The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home
- f. All staff shall receive at least 19 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow:

Basic knowledge of mental disorders; Counseling skills; Motivational Interviewing; Recovery philosophy and services; Understanding Schizophrenia; Understanding Depression; Working with the multiple diagnosed individual; Principles of Substance Abuse; Medication usage; Working with individuals that have a severe personality disorder; Communication skills; Therapeutic exercises; Leisure time usage; Handling suicide threats or actions; Crisis management; Discharge planning; Knowledge of community services and resources; Principles of good nutrition including: Proper food preparation and storage, and Menu planning

- 3. The Contractor shall provide the following Independent Living Program services:
  - a. Structured day and evening services available seven (7) days a week that include, but not limited to, Rehabilitation Mental Health Services, Coordination of Care, Linkage and Referrals, and Night and Weekend Supervision
  - b. Assistance in daily living skills, including food preparation, grooming, and completion of individual assigned and group house chores for all Turning Point Clients
  - c. Monitoring for specific services, related to supporting Turning Point Clients, for recreational, social, and therapeutic activities.
  - d. Assist individuals in developing skills necessary to maintain independent living environment, including a safe and clean environment, and budgeting their financial

resources to provide nutritious food.

- e. The development of community support systems for clients to maximize their utilization of non-mental health community resources.
- f. An activity program that encourages socialization within the program and mobility within the general community, and which links the client to resources which are available after leaving the program.
- g. Use of the house environment to assist clients in the acquisition, testing, and/or refinement of community living and interpersonal skills.
- h. Residents will generally be expected to have attained sufficient knowledge of the need for medications, and will take medications delivered by the contractor, when necessary.
- i. Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the house.
- j. Meet with County Program Manager or Designee at least monthly, and sometimes sooner if necessary, given a unique situation, as part of placement team to review client's moving into home, including selection criteria met, proposed care coordination, and likelihood of success of proposed clients, and monitoring current client success and modifications to care coordination plans of these clients would also be discussed.
- k. Comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The Contractor shall comply with applicable laws, regulations and State policies relating to patients' rights.
- l. Work with county to develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

4. General Criteria for all Placements:

- a. No individual shall be accepted for any type of placement unless the individual has been admitted to County's Adult System of Care Program and authorized by the Placement Team and County Program Manager or Designee.
- b. All proposed clients shall be reviewed by placement team consisting of the Contractor staff and County staff, and placement must be approved by the Program Manager or Designee of the County. All clients accepted into the program will be monitored by the placement committee to determine if the client continues to clinically need this intensive level of supervision. If a client no longer meets this criterion, as determined by the County Program Manager or his/her designee, then the client will be encouraged to find a lower level of care. If a client does not agree to move then

possible notice of eviction, when permissible under federal and state (e.g., MHSA) housing guidelines, may be given.

- c. No individual shall be accepted for admission if he/she is seen to be a potential threat to the safety of the community, the other residents or staff or have a history of repeated assaultive behavior.
- d. All individuals accepted for residency shall be free of any communicable disease.

## **COUNTY RESPONSIBILITIES**

### **1. The County shall:**

- a. Participate and lead placement team meetings to authorize clients placed in the home, as well as coordinate with Contractor staff to determine client needs and program functioning, and any modifications to care coordination plans necessary for non-contractor clients and Turning Point clients.
- b. Provide full range of services and support to non-contractor clients, including Care Coordination development and monitoring for specific services, related to supporting clients, for planned, as well as unplanned, vocational, recreational, social, and therapeutic activities.
- c. Arrange appointments with Contractor to allow prospective referral of non-contractor client an opportunity to visit home prior to placement.
- d. Make available all pertinent data and records for review.
- e. With reasonable notice, the County shall do a Program Review, which shall include evaluation of:
  - i. Cost effectiveness
  - ii. Program's ability to meet individual client's treatment goals and objectives
  - iii. Follow-up of appropriateness of client's placement outside of transition home
  - iv. Analysis of impact on out-of-county placements and acute care costs
  - v. Review of personnel records to assure compliance with Title 9

## **G. Homeless Outreach and Medical Engagement (HOME) Enhanced Care Management (ECM) Team**

The Contractor, in conjunction with Behavioral Health, shall provide for the delivery of peer support services to clients experiencing chronic homelessness as identified by the NCBH Enhanced Care Management (ECM) team. The equivalent of 1.0 FTE Peer Specialist

(requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) with lived experience of homelessness will participate in outreach and engagement efforts and offer personal experience to assist with relationship building and linkage to treatment. The Peer Specialist works directly under the supervision and direction of a Health and Human Services Program Manager and Turning Point management.

1. The contractor will provide the following:
  - a. Rehabilitative Mental Health Services
  - b. Case Management Brokerage
  - c. Coordination and assistance with ECM Team in a team approach to meet the individual needs of identified clients.
  - d. The purchase of a vehicle to be utilized by the peer embedded in the HOME/ECM Team. In relation to the vehicle purchased:
    - i. The Contractor shall provide all required maintenance and maintenance costs of the vehicles purchased for the program.
    - ii. Provide fiscal documentation for the purchase cost of vehicle.
    - iii. The Contractor shall utilize the vehicle to support program activities for the useful life of the vehicle, which is expected to be no less than ten (10) years or 175,000 miles (whichever comes first) from date of procurement, unless the Contractor has specifically been granted prior approval from the County for an alternate use. Should the Contractor cease contracted program operations, or stop using the vehicle for its intended purpose before its useful life, Contractor shall reimburse County the fair market value of the vehicle, unless County elects to waive this obligation. Contractor is expected to maintain vehicle licensing and automobile liability Insurance Services Offices Form Number CA 0001 covering Code 1 (any auto) with limits no less than \$1,000,000 per accident for bodily injury and property damage. Contractor must complete all required routine maintenance on the vehicle. This provision shall survive the termination date of the Contract.
    - iv. Upon termination of the vehicle's useful life, the Contractor shall seek written permission of the County to dispose of the vehicle by means of donation to a non-profit organization located within Nevada County. Should the Contractor decide not to donate the vehicle, the vehicle shall be sold and all proceeds must be returned to the County unless County elects to waive this obligation.
2. Staff Plan, Qualifications, and Duties:
  - a. Equivalent of 1.0 FTE Peer Specialist (requirement may be filled by multiple Peer Specialists, so long as employment totals to 1.0 FTE; for example, 2 0.5 FTE Peer Specialists) will work five days per week, collocated with other members of ECM team.
  - b. The Peer Specialist will have lived experience of homelessness. The Peer Specialist will have completed a peer certification course approved by the County. WRAP (Wellness Recovery Action Plan) Certification is preferred and/or may be

offered to the Peer Specialist post-hire.

3. Duties of the staff shall be:
  - a. "On-the-spot" peer counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
  - b. Maintaining all client records and complete required documentation and data entry according to shelter standards (e.g., HMIS), including progress notes, activity reports, and logs.
  - c. Advocating for clients in all areas of treatment, including mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
  - d. Contributing to specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
  - e. Transport clients to necessary meetings and appointments using his/ her personal vehicle.
  - f. Counseling, case management, life skills and other services to support the individualized housing stabilization plan may take place at the shelter, on the streets, in the field, jobsite, in homes and other locations that the client chooses. Supportive services can continue for 18 months from the time the individual is housed.
4. Evaluation: Data to be Collected
  - a. Mental Health Services Act (MHSA) Innovation (INN) Demographic information
  - b. Number of referrals to community supports and mental health treatment, and kind of treatment to which person was referred.
  - c. Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
  - d. The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred.
5. Reporting Requirements and Timelines
  - a. An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1) for all MHSA funded programs;
  - b. 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 Agreement as may be necessary for the County to conform to MHSA INN reporting guidelines.

#### **H. Public Defender Embedded Personal Services Coordinator (AB109)**

The Contractor, in conjunction with Behavioral Health and Public Defender staff, shall implement and monitor the delivery of mental health services and case management services to clients with criminal justice involvement and mental health and/or substance use disorder needs as identified by the Public Defender's Office. One 1.0 FTE Behavioral Health Specialist (BHS) will be responsible for assisting identified clients in meeting their expressed mental health-related goals, as well as their substance use disorder treatment goals, which may include specific assistance with medication management, benefit linkage, housing, counseling, medical services, support, brokerage for other needed services, and advocacy. Specifically, the BHS will focus on mental health diversion and other forensic activities, such as assisting clients with court proceedings and court navigation. Other examples include but are not limited to engaging clients while in jail, connecting clients to resources and treatment, and gathering documentation as directed by the judge (i.e. care coordination, summary of progress, etc). The BHS will work under the supervision and direction of a Behavioral Health designee, Public Defender, and Turning Point Community Programs management.

1. The contractor will provide the following:
  - a. Rehabilitative Mental Health Services
  - b. Case Management Brokerage
  - c. Coordination and assistance with HOME Team as needed.
  
2. Staff Plan, Qualifications, and Duties:
  - a. One 1.0 FTE Personal Services Coordinator will work five days per week collocated with the Public Defender's Office. Qualifications to include:
    - b. Requirements:  
(MHRS)
      - Bachelor's Degree in Social Work or related field and four years varied experience as a provider of mental health services is preferred. Associate Arts Degree and six years of full time/equivalent (FTE) direct care experience in a behavioral health setting. At least two of the six years must be post AA experience in a behavioral health setting would also qualify as an MHRS.  
(MHWIII)
      - Four years of FTE direct care experience in a behavioral health related field providing behavioral health services; and a certificate of completion from the County Core Skills Training.  
OR
      - Two (2) years of FTE direct care experience in a behavioral health related field providing behavioral health services; and two (2) years of education (60 semester or 90 quarter units) with a minimum of 12 semester (18 quarter) units in a behavioral health related subject area such as child development, social work,, human behavior, rehabilitation, psychology, or alcohol and drug counseling; and a certification of completion from the County Core Skills Training.

- c. Additionally, staff will be required to possess a valid California driver's license and current vehicle insurance/registration, along with a reliable means of transportation capable of passing vehicle safety inspection if more than five years old, excluding all modes of two-wheeled transport inclusive of bicycles, mopeds and motorcycles
- d. Other skills include knowledge of and commitment to principles and goals of community mental health, a "self-help model," and "consumer-driven model," along with knowledge of principles, techniques and trends in counseling, psychotherapy, psychosocial rehabilitation, clinical case management, and various treatment modalities. Staff will also have an ability to work and communicate with staff, clients, families, community agencies and professionals, and perform crisis intervention strategies, work effectively under stress and conflict, and have appropriate judgment and decision-making.

3. Duties of the staff shall be:

- a. "On-the-spot" counseling that is both helpful to the clients and consistent with the philosophy of the program, which may include crisis counseling and the use of de-escalation strategies.
- b. Maintaining all client records and complete required documentation and data entry (e.g., HMIS, Defender by Karpel), including progress notes, activity reports, and logs.
- c. Advocating for clients in all areas of treatment, including court advocacy, mental health, substance use, and helps them apply for and receive services and benefits from other agencies that will support independent living.
- d. Coordinate mental health assessments, gather documents necessary for mental health diversion court proceedings including signed care coordination plans and progress summaries.
- e. Specific assessments of housing barriers will be completed to create an individualized housing stabilization plan for sheltered, rapid re-housing, and outreach individuals, along with engaging members in the field, jobsites, homes, and other locations.
- f. Assist in establishing client's eligibility for Medi-Cal or other benefits and advocates for continuation of benefits when appropriate.
- g. Transport clients to necessary meetings and appointments using their personal vehicle.

4. Rental Assistance and Flexible Funding

Flexible housing assistance and Flexible Funds are available to those experiencing chronic homelessness who have been identified as “chronic re-offenders” with high rates of recidivism or criminal justice involvement. This includes first and last month’s rent, deposit, landlord mitigation (i.e. double deposit, fix damages to the units, offset eviction costs, etc.), time-limited hotel/motel stays when tied to a housing plan, bus passes, car/bike maintenance, hygiene goods, and food vouchers.

5. Evaluation: Data to be Collected

- a. Number of individuals receiving case management at the Public Defender’s Office
- b. Number of individuals receiving case management who are experiencing homelessness, and linkages to housing
- c. Linkages and referrals to mental health services and benefits (Medi-Cal, CalFresh, SSI/SSDI, etc.)
- d. Number of individuals receiving case management who are successfully diverted into Mental Health Diversion program, Mental Health Court, Drug Court, or other diversion program, including number who successfully completed said diversion program

6. Other data as needed for grant compliance, providing Turning Point Community Programs with a minimum of at least one month to provide said data when not an otherwise identified data collection point listed within this contract. Audit

The Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the staff. Records shall be maintained for possible audit for a minimum of three (3) years after final payment of the Proposition 47 grant, unless a longer period of records retention is stipulated. Auditor(s) shall have access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

Accounting procedures for grant funds received pursuant to the Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

The Board of State and Community Corrections (BSCC) reserves the right to call for a program or financial audit at any time between the execution of the Proposition 47 Grant Agreement and 3 years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller’s Office and must comply with requirements and instructions provided by that office.

7. Performance Goals

Staff will provide outreach and engagement services to approximately 30 individuals/families per Fiscal Year, with expectations prorated based on program start date.

**I. SAMHSA Community Mental Health Center (CMHC) Grant**

The Contractor, in conjunction with Behavioral Health staff, shall implement the SAMHSA CMHC grant. Through the CMHC grant, the Contractor and NCBH will grow the use of peers within the behavioral health workforce and expand clinical and case management capacity. The CMHC grant began on 9/30/21 and ends on 9/29/23.

1. Staff Plan, Qualifications, and Duties

a. **1.0 FTE Clinical Team Lead**

*Minimum Qualifications:*

- i. Licensed as either LCSW, MFT, or Psychologist or License eligible as ACSW or AMFT, Master's degree in Sociology, Social Work, Counseling, Family and Marriage Counseling, Psychology or other related field. At least 4 years varied experience as a consumer or provider of mental health services is required. Minimum of 2 years experience in supervision/management.

*Duties and Responsibilities:*

- i. Serve as Project Director for the grant, participating in check-ins with grantor with guidance from NCBH grant coordination and evaluation staff
- ii. Oversee the Peer Family Advocate
- iii. Alongside NCBH Clinical Supervisor, jointly supervise the embedded Case Manager and Peer Specialists at NCBH, including monthly coordination meeting with NCBH Clinical Supervisor. Administrative supervision will be provided by the Clinical Team Lead. All clinical supervision shall be provided on a day to day basis by County staff. Performance evaluations will be a combined effort of County clinical staff and the Turning Point Community Programs Clinical Team Lead.
- iv. Provide clinical supervision and services at Turning Point Community Programs, which may include clinical consultation and therapy

b. **1.0 FTE Embedded Case Manager/Behavioral Health Specialist (BHS) II**

*Minimum Qualifications:*

- i. Bachelor's Degree in Social Work or related field and four years varied experience as a provider of mental health services OR Associate Arts Degree and six years of full time/equivalent (FTE) direct care experience in a behavioral health setting. At least two of the six years must be post AA experience.

*Duties and Responsibilities:*

- i. Case Manager will provide services as part of the Nevada County Behavioral Health service coordinator team. This position will provide a strength based, recovery oriented approach that attempts to restore or improve functioning in

the community, including accessing services related to physical health, housing, substance use, financial survival, and other critical areas. Key relationships will be made and maintained for staff on the service coordinator team, along with staff from key community agencies, including the HOME team, SUD and mental health providers, and other staff at the County Behavioral Health clinic. The designated NCBH Clinical Supervisor will direct day to day activities of this person, as well as provide clinical oversight of the completion of work.

- ii. With the assistance of the NCBH Clinical Supervisor, supervise the 2.0 FTE Peer Support Specialists, including assigning work, reviewing documentation and data tracking
- iii. In collaboration with the 2.0 FTE Peer Support Specialists, establish 2 support groups which may include peer feedback groups, recovery groups, social skills group, and/or community recreation group.

**c. 2.0 FTE Embedded Peer Support Specialists**

*Minimum Qualifications:*

- i. Graduation from High School or obtainment of a GED. Candidate must have lived experience with mental health services. The Peer Specialist will have completed a Peer Certification Course approved by the County. A WRAP (Wellness Recovery Action Plan) Certification is preferred however will be offered post-hire if needed. A certificate of completion from the Core Skills Training will also be completed post hire. Associate of Arts Degree Preferred.

*Duties and Responsibilities:*

- i. Peer Specialists will provide peer support, rehabilitation, and case management services as part of the Nevada County Behavioral Health service coordinator team. This position will provide a strength based, recovery oriented approach that attempts to restore or improve functioning in the community, including accessing services related to physical health, housing, substance use, financial survival, and other critical areas. Key relationships will be made and maintained for staff on the service coordinator team, along with staff from key community agencies, including the HOME team, SUD and mental health providers, and other staff at the County Behavioral Health clinic. The embedded BHS II, with the assistance of the NCBH Clinical Supervisor, will direct day to day activities of this person, as well as provide clinical oversight of the completion of work.
- ii. In collaboration with the embedded BHS II, establish 2 support groups which may include peer feedback groups, recovery groups, social skills group, and/or community recreation group.

**d. 1.0 FTE Peer Family Advocate**

*Minimum Qualifications:*

- i. High School degree or GED and personal lived experience as the parent/primary caregiver of a child/youth or adult with a behavioral, emotional, or mental health challenge.

*Duties and Responsibilities:*

- i. Support the families of Turning Point Community Programs Full Service Partnership (FSP) clients, with a focus on clients in Assisted Outpatient

Treatment (AOT)

- ii. Establish and facilitate a monthly Family Support Group for the families of FSP and AOT clients
- iii. Attend Family Team Meetings, develop Wellness Recovery Action Plan (WRAP) with family members, and provide individualized support as needed
- iv. Be knowledgeable about natural and community support resources for FSP clients and their families
- v. Provide psychoeducation and strength-based support to increase protective factors and promote familial stability in the community
- vi. Foster connections and relationships with the local National Alliance on Mental Illness (NAMI) chapter, who maintains strong family support networks

2. Gift Cards:

Contractor to purchase gift cards for clients to be used only for clients completing interviews for intake, reassessment, and discharge. Gift cards can be purchased in the maximum of \$30 each and cannot be prepaid cards such as Visa gift cards. Contractor shall take inventory of all gift cards, keep a log of all cards, as well as have clients sign for receiving gift cards

3. Grant Deliverables:

- a. By December 15, 2021, hire grant-funded staff (1.0 FTE Clinical Team Lead, 1.0 FTE Embedded BHS II, 2.0 FTE Peer Support Specialists, and 1.0 FTE Peer Family Advocate)
- b. By March 1, 2022, establish at least two support groups focused on improving life skills and increasing social connections for individuals with SMI or COD.
- c. By September 30, 2023, 60% of clients served by the Case Manager and Peer Support staff will maintain or improve their Basis-24 scores.
- d. By September 30, 2022, offer individualized family support via the Peer Family Advocate to 100% of families of Assisted Outpatient Treatment (AOT) clients.
- e. By March 1, 2022, establish and facilitate monthly Family Support Group for families of Turning Point Full Service Partnership (FSP) and Assisted Outpatient Treatment (AOT) clients.
- f. By September 30, 2023, 70% of families of Turning Point clients receiving support from the Peer Family Advocate will demonstrate decreased caregiver strain according to the Caregiver Strain Questionnaire.

4. Evaluation and Reporting Requirements:
  - a. Grant-funded staff will enter data as needed for grant compliance, providing Turning Point Community Programs with a minimum of at least one month to provide said data when not an otherwise identified data collection point listed within this contract.
  - b. Contribute to grant progress report narrative, which will be developed by NCBH evaluator.

Although grant-funded services are not billable to Medi-Cal during the lifetime of the grant, staff must comply with documentation standards for quality assurance and program sustainability purposes.

## **J. Insight Respite Center**

The Insight Respite Center (IRC) is part of the County's crisis continuum of care where individuals can receive the support of a healing environment for individuals with mental health challenges who are going through difficult times. The program focuses on preventing crisis intervention or hospitalization by having participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with others toward their recovery. The IRC is staffed mainly by peer support staff and others with lived experience. The program facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the Emergency Department, CSU, and other service agencies involving a client's support network. The program has a minimum of four (4) possible beds and upon completion of remodel five (5) possible beds and operates 24 hours per day, 7 days per week (24/7).

1. Client Populations
  - a. Eastern and Western Nevada County and Sierra County
  - b. MHSA Assertive Community Treatment Team Members
  - c. Medi-Cal adults, as well as adults with or without insurance
  - d. Client's transitioned from higher level of services, including the Emergency Department (ED) and the Crisis Stabilization Unit (CSU)
2. The target population shall be residents of Nevada County and Sierra County who are:
  - a. Over the age of 18 years;
  - b. Have a mental illness and as a result of the disorder the individual is at risk of needing a higher level of care, including a psychiatric hospitalization, placement in an Institute of Mental Disease, Mental Health Rehabilitation Center, Crisis Stabilization Unit, or recently discharged from one of these placements, or experiencing a first episode or re-emergence of a psychotic break;
  - c. Assessed and approved by the County Access Team and its Program Manager or his/her designee;
  - d. Medically stable;
  - e. Not under the influence of alcohol and/or drugs;
  - f. Able to maintain acceptable personal hygiene;
  - g. Be responsible for preparing meals and cleaning up after oneself;
  - h. Understand and sign or initial necessary documentation;
  - i. Willing to follow participant agreement upon entering the house; and have a place to

return to when leaving Insight Respite Center.

3. The Contractor shall provide:

a. The Facility

- i. Contractor-owned home large enough to house at least 5 clients once construction is completed
- ii. Home located in a community neighborhood, providing a friendly, safe, and supportive homelike environment
- iii. Admission, discharge, and other policies and procedures to operate the house
- iv. Personal rights policy
- v. Assist in maintaining buildings and grounds
- vi. Outdoor activity space
- vii. Indoor activity space
- viii. Fixtures, furniture, equipment, and supplies
- ix. Rehabilitative Mental Health Services
- x. Case Management Brokerage
- xi. Night and Weekend Supervision

2. Staffing

a. Contractor's program staffing for the Insight Respite Center includes mainly those persons with lived experience, as either a person who has received psychiatrist services in the past for a mental illness or has lived with a family member with such experiences. The staff shall consist of the following:

- i. Regional Director - .10 FTE is an executive management position providing oversight to all Turning Point programs in Nevada County and shall allot time to the oversight of the operations, training, budget, and crisis related interventions of the Center.
- ii. Program Director -1.0 FTE shall be responsible for the overall management of the program with duties including, but not limited to, overseeing the implementation of program components, developing and managing the program and its budget, providing prompt intervention in resolving crisis events, including the coordination and use of other agencies when necessary for a resolution.
- iii. Peer Support Specialist (PSS) - 6.0 FTE's will utilize their unique life experience, as well as therapeutic recovery – focused skills, to provide one-on-one counseling, including active, warm listening and empathy, along with messages of hope and recovery. The PSS will also provide community referrals and brief linkage services as necessary.
- iv. Assistant Program Director/Lead Peer Support Specialist (APD/LPSS) - 1.0

FTE will be responsible for the tracking and entering of participant enrollments, along with all associated data into the Turning Point database, as well as, in the County electronic health record or designated computer programs. APD/LPSS will also provide administrative support when needed, as well as, scheduling and coordination of peer support staff.

- v. Consultants- can be utilized if needed to support enhancement and training of the Peer Support Specialists. This would include staff from the Spirit Center, including the Executive Director and other appropriate experts, to support further training and oversight of the peer support services in a unique respite center. In addition, the County may also provide peer counselor trainers for this purpose.

The Insight Respite Center is peer-run, in coordination with clinical support from the Contractor and from the County, including a county therapist. The Program Director shall be onsite at the Center 40 hours per week. There shall be a Peer Support Specialist or Lead Peer Support Specialist onsite 24 hours per day, 7 days per week, and a second Peer Support Specialist shall be onsite daily at different times from 8 am to 12:00 am.

b. Training

- i. The Spirit Empowerment Center shall include the following collaboration with Turning Point: referrals for perspective Insight Respite Center staff, an ongoing advisory relationship with Turning Point leadership, ongoing training for Insight Respite Center staff, advise Turning Point staff on outcomes and the determination of additional Evidence-Based Practices (EBPs), referrals for potential participants at the Insight Respite Center, and a six-week intensive interactive training program. Staff for the Insight Respite Center shall also be hired from a pool of peer support staff trained by the County, or from other training programs, or include individuals with unique life experiences and strong skill sets.
- ii. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, including holidays.
- iii. All new staff must have the ability to write progress notes reflecting Medi-Cal services as well as efficiently enter these notes into an electronic health record.
- iv. Current staff will be provided additional training related to documentation of Medi-Cal services to support the increase of billable hours. Productivity standards for the program will be developed in accordance with County expectations for program sustainability.
- v. 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.

- vi. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, gender, sexual identify, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law. The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
  
- vii. All staff shall receive at least 10 hours per year in effective treatment interventions or other areas to support the mental health needs of the clients. Some examples of this training follow:
  1. Basic knowledge of mental disorders
  2. Counseling skills
  3. Motivational Interviewing
  4. Recovery philosophy and services
  5. Wellness Recovery Action Plan (WRAP)
  6. Trauma Informed Care, Acceptance and Commitment Therapy
  7. Crisis Communication Skills
  8. Pro-ACT philosophy
  9. Applied Suicide Intervention Skills Training
  10. Understanding Schizophrenia
  11. Understanding Depression
  12. Working with the multiple diagnosed individual
  13. Principles of Substance Abuse
  14. Medication usage
  15. Working with individuals that have a severe personality disorder
  16. Communication skills
  17. Therapeutic exercises
  18. Leisure time usage
  19. Handling suicide threats or actions
  20. Crisis management
  21. Discharge planning
  22. Knowledge of community services and resources

23. Principles of good nutrition including menu planning and proper food preparation and storage

3. Program Services

- a. The program shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules and regulations, and shall remain in full compliance during the term of this agreement. Contractor shall provide specialty mental health rehabilitation services and case management services, as defined in the California Code of Regulations Title 9, Chapter 11, to adults who meet the criteria established in, and in accordance with, The Nevada County Mental Health Plan.
- b. The Center shall have a warm supportive home-like environment for individuals who receive active listening and empathy from peer support staff which has been shown to be effective in reducing immediate feelings of crisis and promoting quicker resolution of crisis. Services shall be focused on helping individuals understand the factors that preceded the crisis so they can begin to understand triggers and develop appropriate coping skills.
- c. Participants shall be offered an opportunity to utilize respite support up to 14 days. If individuals need additional time at the center, the Center team shall document, consider requests, and may authorize additional days. The maximum length of stay is 28 days per admission.
- d. The guiding principles utilized by staff shall include Wellness and Recovery and Intentional Peer Support, with a focus on services being participant-driven, individualized and person-centered, empowering, holistic, strengths-based, respectful, and above all provide hope to the participants. Peer support staff shall be invaluable in making the program warm and welcoming, in that they are able to share their own personal stories of challenges and recovery that help the participants connect and understand their own experiences. The principles of intentional peer support will define health as a working relationship between both the staff member and the participant working towards goals, not any one single person working alone.
- e. Peer support staff shall actively listen to participants in order to develop a comprehensive trauma-informed, crisis prevention WRAP plan. This plan will start with goal setting. The Center staff shall use the Strengths Assessment in order to help the client identify existing strengths and develop plans that use those strengths in order to achieve identified short-term goals. This plan shall help them to anticipate and manage situations that have historically precipitated crisis events. These plans often lead to the client feeling empowered and providing hope for improved ability to manage difficult situations in their lives. The plan shall include natural supports, such as family members and friends, along with other identified supports who will be invited to participate in the development of the plan and to play an active role in ongoing support of the person. During their time at the Center, other natural community supports also shall be identified that meet the clients identified needs at that time, as well as any needs they may have following discharge from the program.
- f. The participants shall be linked with valuable community resources to support their recovery once they leave the Center which they may not have otherwise known. Staff shall also provide opportunities for clients to be in both individual and group

experiences that support skill building in order to support the client in progressing toward his/her goals; staff shall regularly check in and interact throughout the day with the clients.

- g. Early Transition/Termination may occur with clients if their behavior does not align with house rules, need a higher level of care, display significant threatening behavior or verbalize threats to self or others, decline to follow significant parts of their support plan at the house, achieve their desired goals and are ready to leave, or have stayed at the Center for the maximum time period (28 days), as determined by staff and the County. Policies and procedures that clearly describe the criteria for transitioning/terminating a participant early from the program shall be clearly outlined and documented. Contractor shall document the reason(s) why any individual is transitioned/terminated early from the program and a summary provided to the team at County oversight meetings (see below).
- h. All individuals who have transitioned or terminated early may be reviewed by an oversight process established by the County. The County shall also have the authority to terminate a participant at any time.
- i. The Contractor shall offer a “warm line” 24 hours per day, 7 days per week that will offer support to former alumni of the Center over the phone or as a walk-in.
- j. Contractor shall provide clinical supervision to all treatment staff, in accordance with the County policies and procedures.
- k. All staff providing Specialty Mental Health Services shall maintain training for appropriate documentation.

#### 4. Documentation of Services

- a. Each service listed below requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR agrees to follow county format. Each note must include the Date of Service, Degree/License/Job Title with Staff Signature, Service Code, Location of Service, Duration (minutes) of Service and a brief description of services delivered and progress, or lack thereof, toward treatment goal(s). Progress notes may be computer generated. Each progress note must include the intervention that addresses the client’s documented impairments as well as the client’s response to the intervention.
- b. All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, collateral contacts (when applicable) and progress toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client’s level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan. A group progress note must be written for each client attending the group session.
- c. CONTRACTOR shall keep a copy of original documentation for each service provided to be available upon request by County. Documentation may include but is not limited to assessment, medical necessity form, client service plan, and outpatient

services treatment authorization request form.

- i. Services to be billed according to Title 9 regulations may include Assessment/Evaluation, Plan Development, Individual/Group Rehabilitation, Case Management/Brokerage, and Collateral.

#### 5. Medi-Cal Performance Measurement Goals

Contractor will work to generate and maintain productivity standards sufficient to reach target service levels, which include at least 75 hours per month of Medi-Cal billable service. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

County and Contractor agree to reevaluate the program modality and staffing as original intent and implementation was to be a purely peer-led program. In order to generate productivity standards of 75 hours per month, salary adjustments may need to be made to hire Behavioral Health Specialists (with lived experience to maintain the peer-led intention) rather than Peer Support Specialists as we shift the program/staff requirements for program sustainability through staff attrition and turn-over.

#### 6. Quality Assurance/Utilization Review/Compliance

The standard requirements in Regulations and the MH Plan contract shall apply to the Medi-Cal services provided through this contract. CONTRACTOR shall provide the County monthly reports of the exclusion Verifications for the following databases: Medi-Cal Exclusion Database, EPLS Database, Social Security Death Index Database, OIG Database and the BBS Database.

The CONTRACTOR Quality Assurance (QA) staff shall review progress notes written by clinical staff monthly as needed. The CONTRACTOR QA staff shall submit a Chart Audit Report to the county quarterly to document 10 of the charts are audited to

#### 7. Outcome Measures

Services provided under this Agreement shall meet the following outcome objectives:

- a. Maintain a system that provides required data in compliance with MHSA and relevant grant reporting requirements, as outlined by the designated evaluator.
- b. Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.
- c. Complete required reporting forms.
- d. Ensure that services are provided to eligible populations only
- e. Maintain effective program planning

The Contractor shall provide information needed to understand access, quality, utilization, and client- and system-level outcomes to both the County and the designated evaluator for the County. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the Center. The Center staff shall work closely with the designated evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data shall be used by the evaluator to produce quarterly and annual reports.

MHSA reporting requirement include the following:

A quarterly progress report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:

- a. The targeted number of clients to be served in each reporting quarter.
- b. The total number of clients to be served in each reporting quarter.
- c. The final Quarterly Progress Report shall include the total number of unduplicated client units served by each program/service during the fiscal year.
- d. The quarterly progress report shall be submitted no later than 30 days following the end of each reporting quarter.

The County may desire services to be performed which are relevant to this contract but have not been included in this scope of the services and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the Center.

The County shall:

- a. Provide intake assessment and oversight of the referral process to Center via the Access Team at the Grass Valley Adult Clinic, where final authorization of admission to the Center will be given by the Adult Services Program Manager or his/her designee.
- b. Participate and lead team meetings involving key County and Contractor staff to oversee the process of placement in, services within, and transitions or terminations of clients from the Center. The team will meet regularly and determine client needs, program functioning, and any modifications necessary for successful application of the principles outlined above.
- c. Provide full range of services and support to clients within the Center to provide

such services, including Care Coordination plan development, psychotherapy, service coordination and coordination of medication services.

- d. Arrange and lead regular Insight Respite Center Steering Committee meetings which will include key staff from the County, Contractor, Spirit Peer Empowerment Center, designated grant evaluator, other relevant agencies and stakeholders, consumers, advocates, and other interested parties.
- e. Make available all pertinent data and records for review.
- f. Provide any necessary training on County mandated data systems, such as the Cerner Behavioral Health Solution, that the Contractor is not already familiar using.
- g. Oversee relevant grant and MHSA related evaluations to ensure success of outcome data collection noted above.
- h. Not direct or control the hiring of Contractor's staff; however, the parties acknowledge that from time to time a Contractor's staff may not provide services to the level, or in the manner, which is appropriate for the circumstances. In that event, County shall communicate any service or staff deficiencies to Contractor.
- i. Ensure that all persons working within the crisis continuum of care will receive comprehensive training related to understanding the array of services with the Adult System of Care. Coordination of the Center's services will be integrated with the Crisis Response Team, CSU, Odyssey House, Sierra Nevada Memorial Hospital, Spirit Empowerment Center, and other County and Contractor programs that make up the crisis related services in this area.
- j. Work in collaboration to ensure that all Center participants to the best extent possible have a clinically supported transition back to their home.
- k. Shall provide a Quality Assurance Team who shall:
  - i. Inform Contractor of County's documentation standards, authorization procedures, medical necessity requirements and procedures
  - ii. Provide training as needed
  - iii. Review Contractors procedures
  - iv. Submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames

## **K. OTHER REQUIREMENTS FOR ALL PROGRAMS**

### **1. Stabilization Funds: Funding Request Overview, Allowable Costs, & Procedures**

- a. Funding Request Overview
  - i. Stabilization funds are intended to support activities and basic life needs directly related to the FACT and/or MHSA wraparound (for

children/juveniles) and ACT (for adults) programs. The purpose of the stabilization funds is to provide support to clients—consistent with the goals and objectives of an approved Service Plan—during their participation in the program, to do “whatever it takes” to make them successful in reaching the goals and outcomes developed by the wrap or ACT team. Program funds may not be used to supplant the existing funding for activities that are not a part of the enhanced or new services related to wraparound or ACT programs.

- b. Allowable Costs - Contractor shall abide by the following allowable costs guidelines:
  - i. Costs directly related to meeting a client’s planned goals and outcomes. They may include, but are not limited to, the following: Auto repair/maintenance, childcare, child participation in sport of activity, client transportation, clothing assistance, dental care/treatment, emergency and temporary shelter, family activity, food, hygiene assistance, housing assistance, job placement, medical care/treatment, supplies for celebrating an achievement.
- c. Procedures
  - i. All items purchased with program funds must be authorized through the Stabilization Funding Request Form (Attached hereto and included herein as Attachment A)
  - ii. All requests will be signed by Contractor’s Director (or his/her designee) prior to payment, for final authorization
  - iii. Expenditure will be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County Behavioral Health Department.
- d. Grant/Funding Authorization
  - i. Stabilization/Flexible Funding is authorized by MHSA Plan.

2. Outcome Measures:

It is expected that services provided under this Agreement to meet the following outcome objectives:

- a. Providence Center, Catherine Lane, and Empire
  - i. Decreased utilization and minimization of acute psychiatric inpatient hospitalization by clients
  - ii. Decreased utilization of client of locked residential care facilities
  - iii. Decreased client involvement with justice system
  - iv. Decrease in number of days of homelessness
  - v. Increase the number of days employed over the prior twelve-month period
  - vi. Increase the utilization of supported housing.
  - vii. Assist County in reducing utilization of IMD (Institute of Mental Disease)
  - viii. Families and caregivers are supported.
- b. The Contractor shall provide a written summary on a quarterly basis the following outcomes, comparing time periods of 12 months before treatment with Turning Point and increments of at least six months after treatment begins for the following:

- i. Days of homelessness
- ii. Days of psychiatric hospitalization
- iii. Days of employment
- iv. Days incarcerated in jail
- v. 5150 assessments by Nevada County Crisis Team, at ER and other settings

c. The Contractor will provide an additional annual summary yearly by April 1<sup>st</sup> of the following:

- i. Level of Care:
  - categories of living independently with daily medication deliveries
  - living independently without daily medication delivery
  - Board and Care IMD
  - Odyssey House
- ii. Changes in MORs ratings as average across clients, beginning at onset of treatment as first comparison, rather than 12 months prior to treatment

3. Medi-Cal Certification and Goals:

Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Medi-Cal Performance Measurement Goals:

Contractor shall maintain productivity standards sufficient to generate revenue as specified in contract.

**Objective a.** Productivity standard for position types are as follows:

- i. Licensed Psychiatric Technician 40%
- ii. LPHA, Intern or Waivered 40%
- iii. Mental Health Rehab Specialist 25%
- iv. Peer Recovery Specialist 35%
- v. Other Qualified Providers-Other designated MH Staff that bill Medi-cal 40%

**Objective b.** Contractor's shall have the goal of: Providence Center 90% of all clients being served as being Medi-Cal eligible; Catherine Lane 100% of all clients Medi-Cal eligible

**Objective c.** Contractor shall have less than 5% denial rate for all billed and audited services

**Objective d.** Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code

**Objective e.** Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations

4. Documentation

1. Discharge Planning—will begin at time of initial assessment, be specified in the treatment goals and plan and is accomplished through collaborative communication with the designated County Staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.) the County Staff will be contacted and consulted immediately within 24 hours at the latest.

2. Retention of Records—Contractor shall maintain and preserve all clinical records related to this contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Contractor shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven-year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

3. Additional Contractor's Responsibilities:

- i. Maintain a system that provides required data in compliance with MHA reporting requirements
- ii. Contractor shall attend MHA CSS/PEI Subcommittee Meeting and MHA Steering Committee Meetings
- iii. Ensure that services are provided to eligible populations only
- iv. Maintain effective program planning
- v. Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner
- vi. MHA reporting requirement include the following:  
A quarterly progress report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:
  - 1) The targeted number of individuals, clients, and families to be served in each reporting quarter
  - 2) The total number of individuals, clients, and families to be served in each reporting quarter
  - 3) The final quarterly progress report shall include the total number of unduplicated individuals, clients, and family units served by each program/service during the fiscal year
  - 4) The quarterly progress report shall be submitted no later than 30 days following the end of each reporting quarter.

Full-Service Partnership Contractors shall submit Full-Service Partnership Performance Outcome Data through the Data Collection and Reporting System (DCR). The contractor shall conduct a Partnership Assessment of the client at the time the full-service partnership agreement is created between the

Contractor and the client, and when appropriate the client's family. The contractor shall collect information as appropriate including, but not limited to:

1. General administrative data.
2. Residential status, including hospitalization or incarceration.
3. Education status.
4. Employment status.
5. Legal issues/designation.
6. Sources of financial support.
7. Health status.
8. Substance abuse issues.
9. Assessment of daily living functions, when appropriate.
10. Emergency interventions

The Contractor shall collect the following key event data:

1. Emergency interventions.
2. Changes in:
  - o Administrative data
  - o Residential status.
  - o Educational status.
  - o Educational status.
  - o Employment status.
  - o Legal issues/designation.

The Contractor shall review and update, through the Quarterly Assessment the following information:

1. Educational status
2. Sources of financial support
3. Legal issues/designation
4. Health status
5. Substance abuse issues

All Full-Service Partnership Data Collection Requirements-Partnership Assessments, Key Event Data, Quarterly Assessments shall be entered into the DCR system within 60 days of collection.

1. Maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care to services and quality of care
2. Holistic Approach- services will be designed to support the whole person can attain the highest level of resiliency
3. Grounded in the Community: Promoting community involvement, mutual support relationships and increased self-reliance. The program services will promote collaboration with the support of consumer, family, and service and support providers.
4. Rehabilitation: promoting the ideals of “at home” and “out of trouble”: through personal responsibility and accountability.
5. Wellness Focused: Pursuing recovery so participants can benefit from educational opportunities, learn, participate in their communities, and achieve resilience exemplified by personal qualities of optimism and hope.
6. Ensure services will be culturally competent and culturally responsive.

#### **DCR Data Quality Metrics**

The Nevada County Behavioral Health Department is dedicated to using quality data to generate meaningful and valuable outcome measures. The contractor will support this effort and agrees that Full Service Partnership DCR Data Metrics Reports for the following elements will be:

1. 3Ms (Quarterly Assessments) – 100% of those due will be submitted within the given 45-day window
2. KETs - 100% of partners served more than 90 days will have at least one (1) KET and/or a KET will be completed every time there is a change in one of the six (6) KET domains.
  - Administrative
  - Residential
  - Education
  - Employment
  - Legal Issues / Designations
  - Emergency Interventions

#### **CalMHSA Streamline SmartCare Electronic Health Record:**

As the department is implementing and will go live with the CalMHSA Streamline SmartCare products for an Electronic Health Records System, the Contractor shall be required to use the Streamline SmartCare product functionality that is relevant to the scope of work of this contract, as requested by the County. This may include the following Streamline SmartCare functionality: use of the Billing System, client chart,

physician or nursing specific home pages, E-Prescribing, other clinical documentation, and any 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 and will be required to complete CalMHSA Learning Management System Modules specific to the Streamline SmartCare product prior to being able to enter into the system.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**TURNING POINT COMMUNITY PROGRAMS, INC.**

Subject to the satisfactory performance of services required of Contractor pursuant to this contact, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$6,036,518 for the period of July 1 2023, through June 30 2024. 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.

**Projected Summary of Compensation:**

<b>Program</b>	<b>Contract Maximum</b>
Outpatient SMHS Services	\$ 4,296,057
Client Supports	\$ 236,922
Employment Program	\$ 57,877
Public Defender Case Manager	\$ 91,874
ECM Peer Personal Services Coordinator	\$ 117,789
CMHC	\$ 361,724
Respite	\$ 774,275
Front-Loaded Incentives	\$ 100,000
<b>Total</b>	<b>\$ 6,036,518</b>

<b>Direct Service Staff By Discipline</b>	<b>Hourly Rate</b>
Psychiatrist/ Contracted Psychiatrist	\$ 806.14
Nurse Practitioner	\$ 502.70
RN	\$ 410.62
Certified Nurse Specialist	\$ 502.70
LVN	\$ 215.71
Licensed Psychiatric Technician	\$ 207.18
Psychologist/Pre-licensed Psychologist	\$ 406.56
LPHA/Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$ 272.77
Occupational Therapist	\$ 350.22
Mental Health Rehab Specialist	\$ 205.22
Peer Recovery Specialist	\$ 205.22
Other Qualified Providers - Other Designated MH Staff that Bill Medical	\$ 205.22

**FINANCIAL TERMS**

**1. CLAIMING**

- A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System

(HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.

- B. Claims shall be complete and accurate and must include all required information regarding the claimed services.
- C. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

## 2. INVOICING

- A. Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.
- B. Invoices shall be provided to County after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.
- C. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit B-2.
- D. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6 of Exhibit D.
- E. Contractor shall submit invoices, and reports to:

Nevada County Behavioral Health Department  
Attn: Fiscal Staff  
500 Crown Point Circle, Suite 120  
Grass Valley, CA 95945

## 3. ADDITIONAL FINANCIAL REQUIREMENTS

- A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
- B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
- C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
- D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

#### 4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

- A. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through mutual agreement.
- B. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.
- C. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
- D. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
- E. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

#### **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.

#### **Non-Medi-Cal Documentation:**

MHSA INN, AB109, CMHC Respite and client supports reimbursement will be based on actual salary/benefits of Contractor's assigned staff and related program expenses. Mileage reimbursement may not exceed the current IRS allowable rate. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

Contractor shall submit quarterly fiscal report, including a detailed list of costs for the prior quarter and

cumulatively during the contract period.

**Payment Reform/EHR Transition Incentive Payments**

Upon completion of the following activities, contractor may submit an invoice for the amount associated, which will be processed and paid per the process outlined in this Exhibit. If Contractor does not submit the required documentation for the individual activity, no incentive payment will be made.

Activity 1: By July 31, submit an attestation or other documentation showing that 80% of all direct-service staff have logged in to Streamline Electronic Health Record and completed all required training. \$33,333

Activity 2: By August 31, submit documentation demonstrating use of a productivity report that tracks billable time for direct service staff. \$33,333

Activity 3: By September 30, submit a budget-actual report of expenses and revenues for the month of July. \$33,334

**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.