

**AMENDMENT #1 TO THE PERSONAL SERVICES CONTRACT WITH
GRANITE WELLNESS CENTERS, (RES 19-497)**

THIS AMENDMENT #1 is dated this 28th day of April, 2020 by and between GRANITE WELLNESS CENTERS, hereinafter referred to as “CONTRACTOR” and COUNTY OF NEVADA, hereinafter referred to as “COUNTY”. Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on September 10, 2019 per Resolution No. 19-497; and

WHEREAS, the Contractor provides services to Nevada County adult clients with Co-Occurring Disorders (COD) for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the parties desire to amend their agreement to add an alternate payment mechanism for services provided March through June 2020 due to impacts of the Coronavirus and amend Exhibit “B” Schedule of Charges and Payments, to reflect the alternate payment mechanism.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of March 1, 2020.
2. That Exhibit “B”, “Schedule of Charges and Payments”, shall be amended and replaced, as set forth in the amended Exhibit “B” attached hereto and incorporated herein.
3. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Heidi Hall
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
Ariel Lovett
Executive Director/CEO

ATTEST:

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

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENT
GRANITE WELLNESS CENTERS

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$86,465 for fiscal year 2019/20.

Contract maximum is based on the estimated project budget attached hereto as Attachment “A”.

Service and Rate Table	
Type of Service	Interim Rate
Psychiatric/Med Support	4.82
Mental Health Services	2.61
Rehabilitation	2.61
Case Management/Brokerage	2.02
Crisis Intervention	3.88
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Monthly Billable Svc \$	6,845
Target Monthly Billable Units	2,651
Target Monthly Non-Billable Svc \$	360
Target Monthly Non-Billable Units	178

Billing and Service Documentation

The table above shows the monthly expected number of billable units and revenue to be produced under this contract. Interim Payment rates shall be at the County Maximum Allowance (CMA) rate or Negotiated Rate effective on the day the service is rendered (current interim rates are listed in the table above). Negotiated Rate shall apply only if the Contractor already has a State Department of Health Care Services approved negotiated rate in County for the specific services to be provided. Interim Rates are subject to the Settlement provisions below for both billable and non-billable services. Non-Billable services under this contract must be approved by the County Director of Mental Health.

The County and Contractor will periodically review the units of time for Medi-Cal services submitted through this contract and agree to renegotiate, at the discretion of the Director of Behavioral Health if: either Medi-Cal/Billable services are expected to be 10% greater or lesser than projected target minutes of time; or if the proportion of Medi-Cal/Billable units to total units of service fall below the 85% target.

Each Medi-Cal service requires documentation which must meet medical necessity guidelines and Medi-Cal requirements as described by service.

Contractor will cooperate with the County process for submitting the unit of service data for the County Medi-Cal and other billing processes on the required timeline. Contractor will: ensure that authorizations are received for services; check and maintain client Medi-Cal and/or other eligibility; process financial, registration and intake documents upon County request; audit services and correct service or billing errors, follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

For the period of July 1, 2019 through February 29th, 2020 Contractor shall submit a monthly invoice, with detail and summary of billings/services, for services provided during the prior month. The documentation shall include units of service and interim payment rate, by type of services provided, e.g. Mental Health Services, Case Management, etc. for all service types identified in the Scope of Work. The submitted invoice will identify the Medi-Cal beneficiary by name or county case number, using standard County billing forms, or a substitute form approved by County.

Contractor shall remit payment to the County in the amount of 2.75% of the total amount of each monthly invoice. This payment shall be for the County monitoring fee.

For the period of March 1, 2020 through June 30th, 2020 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$7,205 for satisfactorily providing services as outlined in Exhibit "A". All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15th of the month following the month of service, and the Behavioral Health Department will process and make payment within 30 days of receipt of the invoice. The Behavioral Health Director may approve an increase over the monthly 1/12th reimbursement rate for project expenditures if justified.

Contractor should continue efforts to meet above listed monthly targets and communicate progress weekly with County Contract Manager. Additionally, Contractor is encouraged to avoid any unnecessary expenditures to maximize County's funding streams.

Contractor shall submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period. Contractor shall submit invoices, monitoring charge payments, and reports to:

Nevada County HHSA Administration
Attn: BH Fiscal Staff
950 Maidu Avenue
Nevada City, CA 95959

Behavioral Health Department will review the invoice and notify the Contractor within

fifteen (15) working days if any individual item or group of costs is being questioned. Payments of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing. Monitoring charge payment is due within thirty (30) days of payment from County.

Cost Settlement

Contractor will submit an annual Cost Report on the required state mandated forms—in compliance with the state Cost Report manual—to County by September 30th, after the close of the fiscal year. Contractor may request extension of due date for good cause, at its discretion, County will provide written approval or denial of request. The Cost Report requires the reporting of all services to the County on one Cost Report.

The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, or County Maximum Allowance (CMA).

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

Contractor will be subject to Medi-Cal or County Fiscal or Quality Assurance Audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual SDHCS/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Records to be maintained:

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of Contractors Subcontractors performing work called for under this contract also keep and maintain such records whether kept by Contractor or any Subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California. All fiscal records shall be maintained for five years or until all Audits and Appeals are completed, whichever is later.

ATTACHMENT "A"

GRANITE WELLNESS CENTERS COD Budget
Fiscal Year 2018-19

Program Expenses	7/1/19 through 6/30/20
Personnel Expenses	
Salaries	\$61,978
Benefits	\$8,808
Payroll taxes	\$3,775
Total Personnel Expenses	\$74,561
Operating Expenses	
Insurance	\$251
Audit	\$132
Space cost	\$1,846
Utilities	\$647
Phone	\$231
Postage	\$80
Office Supplies	\$472
Travel	\$264
Staff Development/Training	\$810
Maintenance/Repair	\$367
Program Supplies	\$2,309
Printing	\$1,112
Accounting Consultant	\$520
Equipment	\$481
Computer (Hardware/Software)	\$853
Transportation/Mileage	\$751
Furniture/Fixtures	\$778
Total Operating Expenses	\$11,904
Total All Expenses	\$86,465