



RESOLUTION No. 20-498

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE CONTRACT WITH CALIFORNIA PSYCHIATRIC TRANSITIONS, INC. FOR THE PROVISION OF MENTAL HEALTH REHABILITATION CENTER (MHRC) / INSTITUTE FOR MENTAL DISEASE (IMD) SERVICES FOR MENTALLY DISORDERED PERSONS TO AMEND SECTION 20.3, AUDIT (RES. 20-238)

WHEREAS, on June 23, 2020, per Resolution 20-238, the Nevada County Board of Supervisors authorized the execution of the Renewal Personal Services Contract between the Nevada County Behavioral Health Department and California Psychiatric Transitions, Inc. for the provision of Mental Health Rehabilitation Center (MHRC)/Institute for Mental Disease (IMD) locked, long-term placement and rehabilitation services for mentally disordered persons; and

WHEREAS, the Parties desire to execute Amendment No. 1 to the Contract to provide continued MHRC and IMD placement services on behalf of the Department of Behavioral Health's most difficult cases; and

WHEREAS, this Amendment No. 1 will amend Section 20.3, Audit as the contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and is therefore exempt from the audit provisions reflected in the Professional Services Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby amends the renewal Contract and approves the Amendment No. 1 by and between the County and California Psychiatric Transitions, Inc., pertaining to the provision of Mental Health Rehabilitation Center (MHRC)/Institute for Mental Disease (IMD) Services for Mentally Disordered persons, amending Section 20.3, Audit, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8201/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 15th day of December, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

12/15/2020 cc: BH*
AC*

**AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC. (RES. 20-238)**

THIS AMENDMENT is executed this 15th day of December, 2020 by and between CALIFORNIA PSYCHIATRIC TRANSITIONS, 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 Agreement, executed on June 23, 2020 per Resolution No. 20-238; and

WHEREAS, the Contractor provides Mental Health Rehabilitation Center (MHRC) / Institute for Mental Disease (IMD) Services for Mentally Disordered persons; and

WHEREAS, the parties desire to amend their Agreement to amend and replace Section 20.3 Audit as they do not meet the definition of a Non-Federal Entity under 2 CFR 200 and are exempt from the audit provisions applicable to such entities.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of July 1, 2020.
2. That the "Audit" at §20.3 is hereby amended and replaced in its entirety as follows:

Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

Notwithstanding any other provision contained herein, County and Contractors agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by

Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions.

3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

CONTRACTOR:

By: *Heidi Hall*
Heidi Hall
Chair of the Board of Supervisors

By: *Aaron Stocking*
Aaron Stocking
Director

ATTEST:

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