

**AMENDMENT #1 TO THE CONTRACT WITH  
SIERRA MENTAL WELLNESS GROUP (PESM3368)**

**THIS AMENDMENT** is dated this 11<sup>th</sup> day of December, 2018 by and between SIERRA MENTAL WELLNESS GROUP, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on June 29, 2018, per Purchase Order No. PESM3368.

**WHEREAS**, the County has contracted with Contractor to provide services and programs for residents in Eastern Nevada County for Nevada County Behavioral Health clients for the contract term of July 1, 2018 through December 31, 2018; and

**WHEREAS**, the parties desire to amend their agreement to: 1) extend the Contract Termination Date from December 31, 2018 to June 30, 2019; 2) increase the Maximum Contract Price from \$18,020 to \$36,040 (an increase of \$18,020); and 3) revise Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract price.

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

1. That Amendment #1 shall be effective as of December 1, 2018.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$36,040.
3. That Exhibit “B”, “Schedule of Charges and Payments”, shall be revised to the amended Exhibit “B” as attached hereto and incorporated herein.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: \_\_\_\_\_  
Honorable Edward C. Scofield  
Chair of the Board of Supervisors

CONTRACTOR:

By: \_\_\_\_\_  
Jon Kerschner  
333 Sunrise Avenue, Suite 701  
Roseville, California 95661

ATTEST:

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

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**SIERRA MENTAL WELLNESS GROUP**

Subject to the satisfactory performance of services required of Contractor pursuant to this contact, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed \$36,040 for the contract term.

Contract maximum is based on the following project budget:

<b>July 1, 2018 – June 30, 2019</b>	
<b>Personnel Expenses</b>	
Case Manager	\$21,840
Management	\$ 910
Benefits	\$ 2,730
Payroll Taxes	\$ 2,958
<b>Total Personnel Expenses</b>	<b>\$28,438</b>
<b>Operating Expenses</b>	
Training	\$ 1,500
Personal Car Mileage	\$ 1,400
<b>Total Operating Expenses</b>	<b>\$ 2,900</b>
<b>Allocated Expenses</b>	
Administrative Overhead	\$ 4,702
<b>Total Allocated Expenses</b>	<b>\$ 4,702</b>
<b>Total All Expenses</b>	<b>\$ 36,040</b>

**SMWG Truckee Service Coordinator  
Calculation of Estimated Units**

<b>Service and Rate Table</b>	
<b>Type of Service</b>	<b>Interim Rate</b>
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
Target Annual Billable Svc \$	10,812
Target Annual Billable Units	5,352
Target Monthly Billable Svc \$	901
Target Monthly Billable Units	446
Target Annual Non-Billable Svc \$	7,208
Target Annual Non-Billable Units	3,568
Target Monthly Non-Billable Svc \$	601
Target Monthly Non-Billable Units	297
<b>Total Contract Amount</b>	<b>36,040</b>

**Billing and Service Documentation**

The table above shows the 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 (SDHCS) 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 include MHSA Client Support and Client Participation services (service codes 120 and 121). Any other reimbursable non-billable services 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 and contractor 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 falls below the 60% 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 correcting service or billing errors, follow up on eligibility issues and other issues that may result in denial of Medi-Cal or other billable services.

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. Psychiatric/Med Support, 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 submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period.

Contractor shall submit invoices and reports to:

Nevada County Health and Human Services Agency  
Attn: BH Fiscal  
950 Maidu  
Nevada City, California 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.

### **Cost Settlement**

Contractor will submit an annual Cost Report on the State mandated forms—in compliance with the State Cost Report manual—to County by September 30<sup>th</sup>, after the close of the fiscal year. Contractor may request extension of due date for good cause—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 SDHCS/Federal Medi-Cal or Quality Assurance audits at any time. Contractor and County will each be responsible for any errors or omissions on their part. The annual 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 findings must be paid by County or Contractor within 60 days of final audit report or as otherwise agreed.

**Records to be Maintained:**

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