



RESOLUTION No. 23-178

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

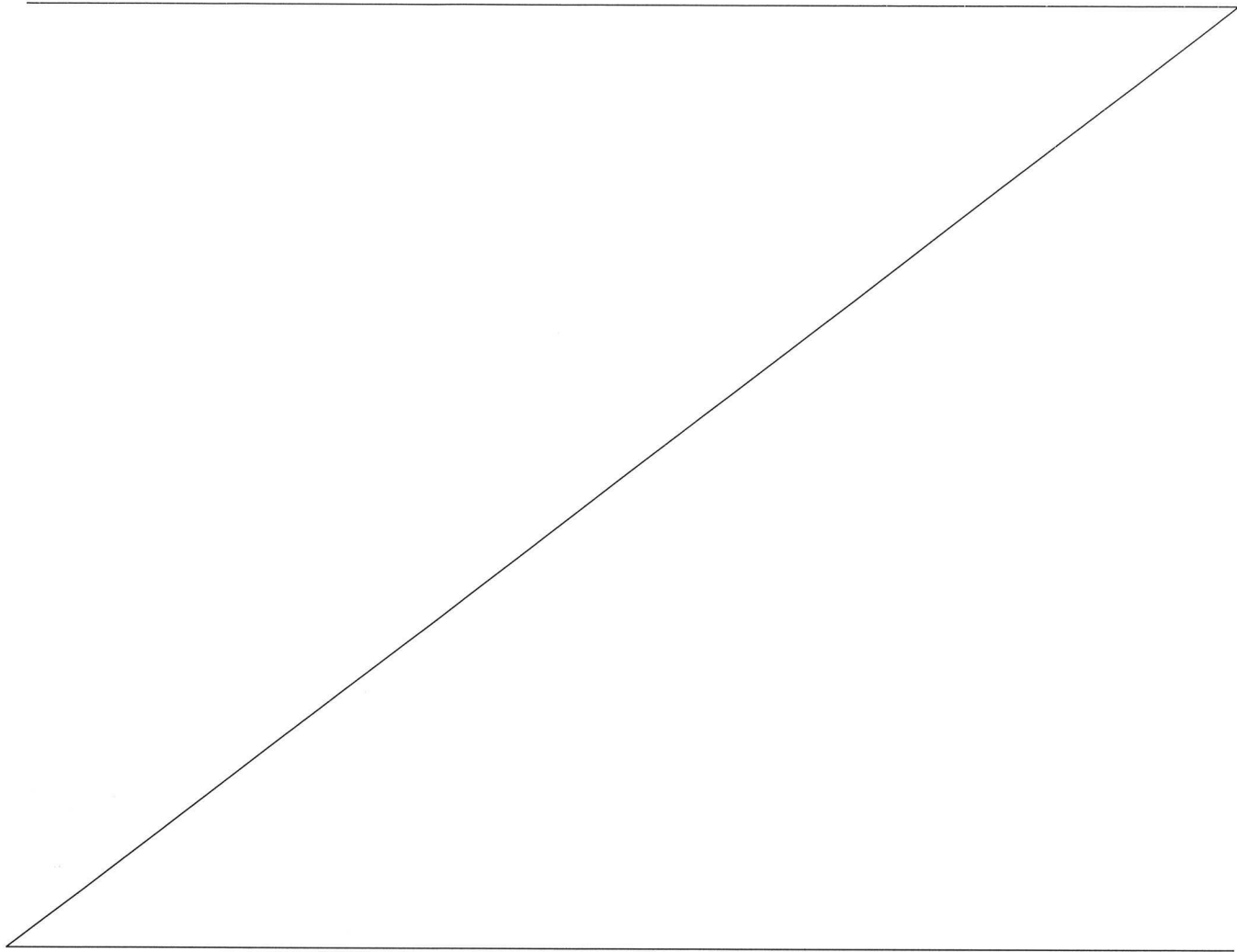
RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE CONTRACT WITH AUBURN COUNSELING SERVICES, INC., FOR THE PROVISION OF PHONE TRIAGE SERVICES FOR THE NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT; REGIONAL TELEPHONE TRIAGE SERVICES FOR OTHER COUNTIES' ADULT SYSTEM OF CARE AND CHILDREN'S SYSTEM OF CARE (CSOC); NEW DIRECTIONS PROGRAM SERVICES; AS WELL AS PATIENTS' RIGHTS, QUALITY ASSURANCE SERVICES, PERSONAL SERVICES COORDINATION, AND MENTAL HEALTH THERAPY IN THE JAIL; TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$1,507,945 TO \$1,557,493 (AN INCREASE OF \$49,548), AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR FISCAL YEAR 2022/23 (RES 22-307)

WHEREAS, on June 28, 2022, per Resolution 22-307, the Nevada County Board of Supervisors authorized the execution of the Professional Services Contract between the County of Nevada and Auburn Counseling Services, Inc. pertaining Phone Triage Services for the Nevada County Behavioral Health Department; Regional Telephone Triage Services for Placer, El Dorado, Sierra, Inyo, and Plumas Counties' Adult System of Care and Children's System of Care (CSOC); personal service coordination; mental health therapy in the jail; New Directions Program Services, as well as Patients' Rights and Quality Assurance Services; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$1,507,945 to \$1,557,493 (an increase of \$49,548) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Professional Services Contract by and between the County of Nevada and Auburn Counseling Services, Inc., pertaining to the provision of Phone Triage Services for the contract term of July 1, 2022 through June 30, 2023, in the maximum amount of \$1,557,493 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 Contract on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1589-40110-493-8505/521520; 1589-40103-493-1000/521520; 1589-40110-493-8301/521520; 1512-40110-493-1000/521520; 1589-40105-493-7831/521520; 1589-40104-493-1000/521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of May, 2023, 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.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:  _____


Edward C. Scofield, Chair

5/09/2023 cc: BH*
AC*

**AMENDMENT #1 TO THE CONTRACT WITH
AUBURN COUNSELING SERVICES, INC. D/B/A COMMUNICARE
(Res 22-307)**

THIS AMENDMENT is executed this 9th day of May 2023 by and between AUBURN COUNSELING SERVICES, INC. D/B/A COMMUNICARE, 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 28, 2022 per Resolution RES 22-307; and

WHEREAS, the Contractor provides Phone Triage Services; Regional Telephone Triage Services for Placer, Plumas and El Dorado County; New Directions Program Services; Patients' Rights and Quality Assurance Services; Substance Use Disorder Care Coordination; and Jail Based Mental Health Services; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$1,507,945 to \$1,557,493 (an increase of \$49,548), and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract amount.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of June 1, 2023.
2. That Maximum Contract Price, shall be amended to the following: \$1,557,493.
3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: Ed Scofield
Ed Scofield (May 9, 2023 12:38 PDT)
Edward Scofield
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: Ben Lopez
Ben Lopez (May 3, 2023 16:14 PDT)
Auburn Counseling Services, Inc., d/b/a
Communicare
2280 Grass Valley Hwy #225
Auburn, CA 95603

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Auburn Counseling Services, Inc., D/B/A Communicare

As compensation for services rendered to County, Contractor shall be reimbursed for actual costs incurred. It is understood and agreed by and between the parties that said payments are for services provided herein and not for direct client care which is to be billed by Nevada County Behavioral Health to the involved third party in accordance with the procedures, rules and regulations of the State of California and/or third-party payers.

Contractor shall bill County each month for actual costs incurred in carrying out the terms of the Contract. Contractor agrees that he will be responsible for the validity of all invoices. These invoices shall include costs incurred for liability and malpractice insurance, tax and accounting services and actual salary and benefits paid to employees.

The maximum contract price shall not exceed \$1,557,493 for the contract term and is based on the following projected budget:

Category	Phone Traige						Nevada County Other							
	Nevada County Phone	Placer County Phone	El Dorado County Phone	Plumas County Phone	Sierra County Phone	Inyo County	PR Advocate	QA&CS	New Directions	Jail Therapist	Forensic Services	PSC 1 (SUD 1)	Behavioral Health	Combined Total
Personnel Costs	166,311	597,437	6,639	25,526	16,815	28,828	29,700	83,414	33,517	118,923	70,408	15,916	75,454	1,268,888
Transportation Costs	-	-	-	-	-	-	0	0	500	0	2,400	900	0	3,800
Facilities (Off Site)	6,000	23,200	900	2,100	-	-	0	0	0	0	0	0	0	32,200
Other County Offsets	(16,200)	-	5,400	10,800	-	-	0	0	0	0	0	0	0	0
Miscellaneous	1,763	266	959	858	547	289	234	561	971	1,513	535	515	442	9,453
Accounting Fees	7,550	21,800	1,700	1,700	1,700	1,400	1,764	3,000	1,800	3,600	2,400	300	2,400	51,114
Payroll Processing Fees	1,078	2,707	101	166	109	187	193	542	218	772	457	103	490	7,123
Program Facilitation Fee	-	-	3,600	3,600	-	-	0	0	0	0	0	0	0	7,200
Laib/Mal Insurance	3,233	11,877	167	497	328	562	579	1,625	653	2,317	1,372	310	1,470	24,990
Interest Expense	1,437	5,278	101	221	146	250	257	722	290	1,030	610	138	653	11,133
Administration Fees	17,117	66,257	1,957	4,547	1,965	3,152	3,273	8,986	3,795	12,816	7,818	1,818	8,091	141,592
Total Expenses and Fees	188,289	728,822	21,524	50,015	21,610	34,668	36,000	98,850	41,744	140,971	86,000	20,000	89,000	1,557,493

Administrative services billed shall not exceed 10% of the accrued monthly cost. Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director and or his/her designee. County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

Monthly invoices shall be an itemized accounting for costs incurred each month.

In the event of termination or in the event of non-performance of this contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this contract.

Contractor shall submit invoices to:

Via mail
Nevada County Health and Human Services
Agency Attn: BH Fiscal
950 Maidu Avenue
Nevada City, California 95959
Or
Via Email
BH.Fiscal@co.nevada.ca.us
CC: Contract Manager (refer to Notification section)

County shall review the invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire invoice pending resolution of the cost(s). Payment of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice.

Signature: Clerk of the Board Office
Clerk of the Board Office (May 10, 2023 15:31 PDT)

Email: cob@nevadacountyca.gov