AMENDMENT #1 TO THE CONTRACT WITH
VICTOR COMMUNITY SUPPORT SERVICES, INC. (RES. 19-373)

THIS AMENDMENT is dated this 12th day of November 2019 by and between VICTOR COMMUNITY SUPPORT SERVICES, INC., hereinafter referred to as "Contractor" and COUNTY OF NEVADA - BEHAVIORAL HEALTH DEPARTMENT, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on July 9, 2019, per Resolution No. 19-373.

WHEREAS, the County has contracted with Contractor for Mental Health Services Act (MHSA) Program Services for providing comprehensive treatment services for eligible children/youth with severe mental illness as well as Wraparound services consistent with Nevada County's approved Senate Bill (SB) 163 plan for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from $1,669,841 to $1,857,843 (an increase of $188,002); 2) revise Exhibit "A" Schedule of Services to incorporate the increase in capacity of treatment from 50 treatment slots to 65 treatment slots 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 November 1, 2019.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: $1,857,843.
3. That Exhibit "A", "Schedule of Services", shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Richard Anderson
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
Edward E. Hackett
Chief Financial Officer

ATTEST:

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

EXHIBIT "A"
SCHEDULE OF SERVICES
VICTOR COMMUNITY SUPPORT SERVICES, INC.

Victor Community Support Services, Inc., hereinafter referred to as "Contractor" shall provide services and programs listed below for the Nevada County Behavioral Health Department, hereinafter referred to as "County".

Clients Served: The ongoing caseload of qualified juveniles to be served by the Wraparound Informed Full Service Partnership model and Therapeutic Behavioral Services (TBS) under this agreement is 65children.

List of Services/Authorization Responsibilities

1. Mental Health Services
2. Case Management, Brokerage
3. Medication Support
4. Crisis Intervention
5. Therapeutic Behavioral Services (TBS)
6. Mental Health Services Act (MHSA) outreach
7. Wraparound Informed Full Service Partnership (FSP)
8. Katie A. (Pathways to Well-Being) services including Intensive Case Coordination (ICC) and In home based services (IHBS)
9. Authorization of outpatient Mental Health Services and Medication Support

Programs/Client Populations Served

1. Eastern and Western Nevada County
2. Educationally-Related Mental Health Services
3. Child Welfare Services (CWS) and Probation youth needing full-service partnership
4. SB163 Children and youth
5. Children in the Katie A subclass
6. Other clients as referred

Staffing and Facilities

The Contractor will maintain positions consistent with the principles of Full Service Partnership Mental Health Services, Therapeutic Behavioral Services, SB163 Wraparound and other standards of service related to this contract, including but not limited to:

- Director and Clinical Supervisors
- Psychiatrist
- Psychotherapists
- Case Manager/Facilitator/Mental Health Rehabilitation Specialist
- Family Support Counselors Substance Abuse Counselor
- Family Partner

Contractor shall provide and maintain facilities and professional and supportive personnel to provide all necessary services under this Agreement. Contractor will maintain sufficient office and IT support as necessary to implement and maintain program services.

Program Services:

I. Target Population

All Contractor services will be targeted to serve Nevada County children and their families. All referred individuals will meet the established County's criteria for identification as seriously emotionally disturbed or seriously mentally ill child/youth. Welfare and Institutions Code Section 5878.1 (a) specifies that MHSA services will be provided to children and young adults with severe mental illness as defined by WIC 5878.2: those minors under the age of 21 who meet the criteria set forth in subdivision (a) of 5600.3- seriously emotionally disturbed children and adolescents. Services will be provided to children up through age 22 that meet program eligibility requirements.

These individuals, because of their diagnosis are:

1) at risk of, or history of psychiatric hospitalization, residential care or out of home placement; 2) homeless or at risk of being homeless; 3) at risk of aging out of foster care without permanent supportive relationships; or 4) at risk of academic failure or current school disciplinary problems; and 5) at risk of or current involvement in the juvenile justice system and 6) in the Katie A subclass of children.

This population also includes CWS, Probation and Special Education youth needing FSP services.

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 including Truckee and North San Juan.

All referrals to the program will be screened and authorized by the County using mutually agreed upon established protocols. Referrals will be evaluated using the Child and Adolescent Needs and Strengths (CANS) assessment tool in collaboration between Contractor and County Access Team members. Specific needs and risk thresholds agreed upon by Contractor and the Access Team must be met on the CANS in the domains of Living Situation, Risk Behaviors, Life Functioning, and Mental/Behavioral/Emotional Needs in order to refer into Contractor program. Priority admission protocols will be established for children and youth at imminent risk of loss of current placement or hospitalization so they can receive expedited access to avoid placement disruption or more intensive levels of care.

Contractor shall implement all services consistent with the principles of Wraparound standards of service. Each Contractor position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

II. Intensive Full Service Partnership Wraparound Services

Contractor shall provide Wraparound Services as a Full Service Partnership (FSP) consistent with Nevada County's approved Senate Bill 163 plan. The Wraparound Services model delivers

services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. It includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through an interagency collaborative approach that includes family participation and the family as an active team member. Contractor shall provide Wraparound services to eligible children, youth and their families in Nevada County.

Contractor will utilize a "no reject, no eject" philosophy.

A. Comprehensive Program Description for MHSA Wraparound Team

Contractor shall provide Wraparound services as a Full Service Partnership (FSP) consistent with Nevada County's approved MHSA Community Services and Supports (CSS) Plan. Each Team position will require appropriate licensure or certification for their designated scope of practice, relevant experience, and proven expertise in providing mental health, substance abuse, medical support, outreach, and engagement services.

The Wraparound Services model delivers services to children and families with severe and multiple problems often being served by multiple agencies. Wraparound services refer to an individually designed set of services to be provided to high risk children/youth with serious emotionally disturbance (SED) or severe mental illness (SMI), and their families. Wraparound includes treatment services, personal support services, and any other support necessary to maintain the child/youth in the family home or at the lowest level of appropriate care. Services are delivered/developed through the Child and Family Team. The Wraparound team will attempt contact with youth and family within three business days of receiving the referral.

In the process of providing Wraparound services, Contractor shall commit to meeting the specialized needs in Nevada County while ensuring that the MHSA principles- consumer and family driven services that promote wellness and resilience are embedded in all services strategies.

Contractor shall serve as the lead organization. Additionally, Contractor expects to subcontract with other providers with the approval of County for the delivery of mental health treatment services. Contractor will be solely responsible for the delivery of Wraparound contracted services.

Contractor shall collaborate and cooperate with, mental health, public health, child welfare, social services, juvenile justice system, substance abuse providers, attorneys, drug courts, social services, and other agencies or providers that may be involved in the child's/youth's treatment and recovery needs.

Services will consist of a well-defined planning and service delivery methodology, with the following included as key components of services:

- The FSP team will attempt contact with the youth and family within three business days and offer a face to face intake appointment within ten business days of receiving the referral. FSP team will provide weekly update to County on status of each referral.
- An individualized culturally appropriate Individualized Service Plan (ISP) is developed by a Child and Family Team (CFT), the people who know the child and family best. Service planning and delivery are culturally competent. Service strategies utilize natural supports of the family and reflect the family's preferences, values, and norms and including language needs other than English.
- The plan is needs-driven rather than service-driven. The service strategies may include, but are never limited to, traditional mental health or other human service programs. Plans reflect strategies to achieve the hopes and dreams of children, youth and families for the life they want for themselves.
- The plan is family-centered rather than child-centered. The plan reflects the unique strengths, values, norms, and preferences of the family.
- The parent and youth are integral members of the team, whose access and voice in planning and decisions, as well as choice in selecting priorities and strategies creates ownership of their plan and the process.
- The plan is strength-based. A discovery of inherent functional assets, talents, strengths and resources including the positive reframing of assets and strengths demonstrated within problems is key in wraparound planning and empowering change strategies.
- The plan is focused on normalization, creating a vision with the child and his/her family of what constitutes a "normal" desired future for that child and family.
- The team makes a commitment to unconditional care. Services are adjusted to meet the changing needs of the child and family (no client is rejected or ejected from the program as the result of problems). As long as services are desired by the family and authorized by the payor, the team keeps working.
- Teams have capacity to create individualized services and resources, in addition to blending or reshaping categorical services. Services reflect the unique needs of the child and family.
- Services are community-based. If hospitalization or other out of home service is required, these service modalities are used as resources and not as a place to live. County must pre-authorize any hospitalization or residential placement referrals made for children/youth for services provided under this Agreement.
- Planning and interventions are comprehensive and holistic. Plans reflect identified needs in multiple life domains including, but not limited to, safety, family life, social and recreational opportunity, housing, economic stability, educational/vocational success, medical, legal, psychological/emotional, and spiritual.
- Flexible funding financially supports families to meet their needs when other resources are unavailable.

- Outcome measures are identified, and the plan is evaluated and revised often.

Wraparound Informed FSP Service Structure:

The Wrap around Facilitator will rapidly identify and engage a Child and Family Team (CFT) made up of the child/youth, the family, identified involved professionals and others who are invested in this child and/or family's success. Additional Wrap around staff including a Family Partner, Behavioral Specialists, Psychiatrist and Therapists will participate as needed. By the end of the wrap around process, the goal is that more natural, unpaid supports are on the team than professionals. Together, the team will develop and implement an ISP that addresses the child and family's concerns while identifying and building on strengths and resources.

The FSP will demonstrate the team's ability to translate the child or youth's and/or caregiver's target behaviors into an understanding of the underlying function and needs the behavior is expressing. The function may reflect a biochemical imbalance, the impact of trauma, learning disabilities, or insufficient concrete resources such as food, clothing or shelter. Interventions will be customized to improve family and child functioning across multiple life domains. Special attention will be paid to recognizing and ensuring appropriate response to drug and alcohol and co-occurring disorders to ensure appropriate access to resources. Contractor will work with a wide variety of community organizations to support access to available resources.

Services will be provided in home and community settings and will be available when and where the problematic behaviors occur. Planning meetings will occur at times and locations for the convenience of the family. Interventions and strategies will be developed to resolve presenting crisis situations and individualized safety plans will be refined as behavior and identified needs change. Plans will move from reactive strategies to proactive coping and replacement strategies with development of sustainable support resources. Planned service can occur any time of day or day of the week, as needed. Easy access to staff will be available 24/7 in response to unplanned service needs, supporting and coaching families to follow safety plans, making adaptations as needed, or providing emotional support.

Wraparound Informed FSP Services shall integrate the following:

- An assessment and completion of an ISP. The ISP is developed and implemented by the CFT as the primary deliverable of Phase 2 while reflecting perspectives of all team members, the plan is dominated by the vision and goals set by the family. Ensuring safety is always included as a non-negotiable goal. The implementation of the plan and follow-through on action items is monitored by the Contractor facilitator and reviewed at every CFT meeting. Plans are evaluated by the team members. As changes are agreed upon by the team, the notes of the CFT meeting record those changes.

- Collect required data that supports the desired outcomes of the program, including Child and Adolescent Needs and Strengths (California CANS 50) and Pediatric Symptoms Checklist (PSC-35)

- Enter CANS and PSC-35 data into Electronic Health Record by the 15th of the next month (for example, enter May outcomes by 15th of June) for required upload to State reporting system.

- A complete range of mental health services will be incorporated into service delivery consistent with the needs of the youth and family and as identified in the ISP.
- Services will include psychiatric assessment; medication support; individual, family and group mental health treatment services as appropriate and desired; rehabilitation services; collateral services; intensive care coordination and case management. Services will be provided in alignment with the plan defined in the CFT.
- Contractor shall use Evidence Based Practices including, but not limited to: Cognitive Behavioral Therapy, Trauma Focused Cognitive Behavioral Therapy, Parent-Child Interaction Therapy, Aggression Replacement Training, Moral Recognition Training, Functional Family Therapy, Narrative Therapy, Dialectical Behavioral Therapy, EMDR, and Cognitive Behavioral Interventions for Substance Abuse.
- Services are available 24/7 to meet planned needs for children and families. Staff will routinely be scheduled at times and locations that meet the needs and preferences of children and families. This may include early mornings, evenings, weekends or any other time that determined by the ISP. Staff presence in the home can be increased or decreased, as needed, to monitor, motivate, teach and model child and care-provider behaviors that support effective communication and constructive problem solving. Intervention strategies and development of resources are planned to respond to identified needs and goals. Staff and contract resources will provide individualized support and services, consistent with the ISP, including behavioral interventions, cognitive interventions including self-management and coping strategies, medication evaluation and support services, linkage to community resources, mental health treatment, psychosocial education, self-help support groups, and other interventions that develop and support confidence and competence building to achieve self-direction and self-care. All staff carries a cell phone during working hours; the ability to provide encouragement, coaching and support is available when needed.
- Staff works proactively with caregivers to predict timing of predictable crisis and to incorporate strategies to manage them into individualized safety plans. Reactive strategies describe the predicted situation, and what each of the family or support system members will do to ensure safety and to de-escalate the event. Proactive strategies help the family take steps to avoid predictable crisis and to prevent problems from getting worse when they do occur. Safety plans typically include extended family and community members to ensure sustainability over time. A crisis in the child and family that cannot be handled by using the safety plan strategies will mobilize professional and natural family supports in response. These events trigger review and revision of the safety plan within the CFT, including identification and prioritization of new goals in the Individualized Service Plan as needed.
- Contractor will develop effective and reliable 24/7 Quick Response (on-call) protocols for urgent and emerging situations. The purpose of the Quick Response is to ensure dependable, predictable response for families in time of crisis or concern outside of normal business hours. Participation in the Quick Response rotation is a job expectation for all direct service staff. The Quick Response team is available during non-business hours 7 days per week including holidays. Staff is required to ensure telephone/cell phones are operational while they are on-call and that they respond to any call within a 10-minute window. Children and families are provided the Quick Response contact number as part of the intake process and encouraged to post it in an easily accessible place near the telephone. A Quick Response rotation ensures families have immediate access to a knowledgeable team of staff who has

access to pertinent clinical, social support network, and safety plan information via an electronic record during non-routine business hours. If face-to-face intervention and/or support are required, staff is dispatched to arrive within 60 minutes, depending on time of day, distance, and traffic conditions. Every Quick Response call is followed up with a debriefing to the assigned Facilitator about what worked and what did not to provide information for the refinement of the safety plan. The quick response team is led by a member of the Wraparound clinical team who carries the on-call phone, screens and evaluates the calls and provides telephone coaching using the established safety plan and other available information and can provide face-to-face response. The Clinical Supervisor or Executive Director is available for consultation and back-up and has the authority to dispatch staff for face to face intervention if needed. Staff is required to consult with supervisory personnel prior to face to face response and prior to contact with law enforcement, or immediately after if there is an urgent safety concern. Contractor will provide linkage to after-hours psychiatric care via the hospital emergency room. Contractor will work with County to ensure that children who may need an evaluation for involuntary hospitalization are able to access services.

- Contractor will notify County within twenty-four hours of: unusual, aggressive, or high-risk behavior or threats of violence, by Participant or Participant's family; if a Participant or their family is hurt; if the Participant or their family is refusing to participate in services or want to terminate services; any other similar circumstance that would warrant notification.

Length of Services:

Contractor will refine the following outlined Phases to include specific County requirements, as needed.

- Engagement: Establishes the team responsible for setting the goals, desired outcomes and creating the logistics of how the team will work together. The primary interventions methods are engagement of the youth and family and clarification of presenting issues. If there is a presenting crisis, significant resources are invested in safety planning, de-escalation and stabilization. The child and family are supported to identify their initial goals and the requirements of the court, as applicable. The initial members of the CFT are identified and engaged. (Typically, up to 30 days)
    - Engagement Activities:
        - Identifying the family mission statement
        - Listening to the family's story
        - Seeking to understand the family's needs
        - Developing team agreements driven by the family cultural practices
        - Empathizing with the family's current situation
        - Development of Safety Plan
        - Connection Mapping
        - Assessment of family's strengths utilizing CANS

- Planning: Establishes the initial plans and intervention strategies, using the resources of the team and the community. Safety issues are explored more deeply with specific plans for management of those issues long term. The mental health treatment plan is specifically defined, including measurable outcomes within a timeframe, and incorporated in the ISP. Initial crises are stabilized, freeing the child, family and other

team members to focus on prioritization of larger needs and goals. The group supports early successes to feed motivation, confidence and a sense of hope. The primary intervention strategies are group facilitation to identify and prioritize goals and underlying needs. Immediate strategies focus on behavioral and environmental interventions in response to safety and other prioritized issues, providing education regarding "normal' development and the impact of mental illness and trauma on development, and the identification and development of natural support resources. Utilization of CANS supports the planning process by prioritizing domains and goals. Domains, as identified in the CANS, with scores of 2 or 3 are discussed within the CFT to ensure those areas are incorporated into the plan. All court ordered requirements are integrated into the plan when a family is involved with probation. Goals are developed to address an unmet need via the family's strengths, resources and supports. The result is the ISP that is developed for each participant and family and is updated frequently throughout the provision of Wraparound services. CANS will be completed within 30 days of opening, and every 6 months of subsequent treatment. (Typically, 30 days)

- Implementation and Service Delivery: Refines and continues the work done in Planning. The team holds regular CFT meetings facilitated by the Contractor Facilitator. A CFT meeting serves as a forum to celebrate achievements, evaluate progress on goals, problem solve and delegate responsibilities to team members. CFT meetings ensure that services involve families as full participants with service plans based on the unique values, strengths, norms and preferences of the families. Strategies are tried, refined, and replaced in the context of the CFT. As needs are resolved, additional goals and needs are prioritized. Learning to take and share reasonable risks is a major task. An effective CFT meeting requires the active participation of the children, caregivers, informal supports and natural supports – collaboration among team members is essential. It is recommended that natural supports outnumber service providers in order to encourage family voice, independent decision making, the sharing of tasks and moving toward self –sufficiency. Often, many of the family's natural supports cannot physically attend a CFT meeting due to proximity or availability. Contractors' staff are trained to recognize that physical presence is not the only way to be present at a CFT and will utilize the connection map when considering task assignments, always mindful of the various natural supports and community resources that may be available. Celebration of successes and appreciating what has been accomplished is important. Strategies primarily involve positive behavioral interventions, building on strengths and preferences. Cognitive tools and methods are incorporated to strengthen self-management skills of children and adults. Parent education and self-help support is essential. Enduring natural supports are developed and incorporated in plan strategies. (Typically, 6 to 7 months)
- Transition: While transition planning is addressed from the beginning of service this ensures that as Wraparound completes its work, safety plans are in place for the future, enduring natural supports are reliably in place and aftercare resources are identified, as necessary. Celebration throughout the Wrap process cements confidence and mastery. Celebration at the transition from Wraparound creates a symbolic marker, acknowledging that the process is complete with a look-back appreciation for all that has been accomplished**.** During transition, the frequency of CFT's is lessened and families may begin to facilitate these meetings on their own to ensure the family has access and confidence in drawing upon natural and community resources to address needs when the wraparound team has concluded service. A thorough and individualized transition plan is

created with the family which includes, but is not limited to: additional referrals, community resources, contact information and copies of documents that were utilized throughout the Wraparound process which may be helpful to the families in addressing needs in the future. (Typically, 1 to 2 months)

Total length of stay will average 8-10 months; however, specific discharge dates will be determined by the child and family's response to service and attainment of service objectives.

Contractor will include youth and family members into the development, implementation and oversight of service delivery and special activities, Contractor will have paid parent partners, who are parents who had children involved in the system and their children successfully have returned home.

III. Program Services – Educationally-Related Mental Health Services (ERMHS):

- Target Population: The target population for services are eligible Special Education Pupils (SEP) in the Nevada County public schools.

Program Description: The services include, but are not limited to, assessment, individual, collateral and group therapy, and medication support.

IV. Program Services – Therapeutic Behavioral Services (TBS):

- Target Population: includes mental health services for youth who have severe emotional problems, placed in group homes, youth at risk of placement in a Short-Term Residential Treatment Program or have been hospitalized recently for mental health problems.

- Program Description: TBS is one to one contact between a mental health provider and a beneficiary for a specified short period of time, to prevent placement in a group home, or psychiatric hospital or to enable transition from those institutions to a lower level of care. TBS helps to resolve changes in target behaviors and achieving short term goals.

  Contractor shall follow all state requirements on authorization, reporting and time restriction requirements.

Program Services – Authorization:

- All planned, routine (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.

- Requirements: 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 data base 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.

Stabilization Funds

Stabilization Funding Request Overview, Allowable Costs, & Procedures

Overview
Stabilization funds are intended to support activities and basic life needs directly related to the Wraparound FSP program. 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 CFT. 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 the Wraparound program. The use of these funds may make a difference between the success or failure of treatment, and the County encourages these expenditures within the scope of program services as identified in this contract. The contractor will report quarterly on Stabilization fund usage, including specific costs per child.

Contractor shall abide by the following allowable costs guidelines:
Allowable costs are those directly related to meeting a clients planned goals and outcomes. They may include, but are not limited to, the following:

• Auto Repair/Maintenance • Childcare • Child participation in sport or 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 • Youth mentoring

Procedures
- All items purchased with program funds must be authorized through the Stabilization Funding Request Form (Attached hereto and included herein as Attachment A) or a similar form that has been approved by the County.
- All requests shall be signed by Contractor's Director (or his/her designee) prior to payment, for final authorization.

- Expenditure shall be documented and included in a separate line-item in the detail of expenses submitted from the Contractor to the County.
- Once services have been rendered, receipts will be retained in contractor files.

Grant/Funding Authorization
Stabilization/Flexible Funding is authorized by: the MHSA and SB163 Plans. Expenditures for flexible funding must be included in costs such that Contractor does not exceed County Maximum Allowance (CMA).

Performance Measures:

Goal	Objective
1. To prevent and reduce out-of-home placements and placement disruptions to higher levels of care.	80% of children and youth served will be stabilized at home or in foster care.
2. Youth will be out of legal trouble	At least 70% of youth will have no new legal involvement (arrests/violations of probation/citations) between admission and discharge.
3. Youth will improve academic performance.	At least 80% of parents will report youth maintained a C average or improved on their academic performance.
4. Youth will attend school regularly.	At least 75% of youth will maintain regular school attendance or improve their school attendance.
5. Youth will improve school behavior.	70% of youth will have no new suspensions or expulsions between admit and discharge.
6. Caregivers will strengthen their parenting skills.	At least 80% of parents will report an increase in their parenting skills.
7. Every child establishes, reestablishes, or reinforces a lifelong relationship with a caring adult.	At least 65% of children served will be able to identify at least one lifelong contact.
8. Caregivers will improve connections to the community.	At least 75% of caregivers will report maintaining or increasing connection to natural supports.
9. Youth and families will improve functioning.	At least 80% of youth and families will improve their scores on the Comprehensive Child & Adolescent Needs and Strengths (CANS) instrument between intake and discharge.
10. Contractor is to be responsive to community needs.	Contractor will attempt initial contact with youth and caregiver within 3 business days of receipt of referral from County.
11. Contractor is to be responsive to community needs.	Contractor will offer appointment for face-to-face contact with 80%of children and families within 10 business days of receiving the referral from request for services by the beneficiary.

Medi-Cal Certification and Goals:

Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Nevada County to become a Medi-Cal certified Provider in Nevada County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all

new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients. 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 target service levels.
- Objective A: County and Contractor shall collaborate to meet the goal of 90% of all clients being accepted into the program as being Medi-Cal eligible.
- Objective B: Contractor shall strive and continue implementing actions as needed to have less than 5% denial rate in order to maximize available Medi-Cal funds.
- Objective C: Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- Objective D: Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

Documentation:

- Treatment Plan—will be submitted by Contractor to County according to County documentation guidelines during the contract period, and in accordance with all applicable regulations. When requested, Contractor will allow County to review Treatment Plan, including requested level of services for each service type
- 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.
- 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 insure 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.

Additional Contractor's Responsibilities:

- Maintain a system that provides required data in compliance the State Department of Health Care Services DCR/MHSA reporting requirements, and other reporting requirements identified with funding sources or programs within the scope of this contract and services provided by Contractor.
- Contractor shall attend MHSA CSS/PEI Subcommittee Meetings and MHSA Steering Committee Meetings.
- Contractor will complete the PSC-35 for all new referrals and will work with County on complying with all State and local required data reporting and practices associated with that assessment.
- Comply and cooperate with County for any data/ statistical information that related to services any may be required to meet State or other reporting requirements.
- Contractor shall provide annual MHSA Progress Report and Exhibit 6 data as necessary and as may be amended from time to time by State reporting requirements.

- Complete required reporting forms.
- Ensure that services are provided to eligible populations only
- Maintain effective program planning
- Maintain Medi-Cal certification
- Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- Function as a part of Nevada County's Quality Improvement System. 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.
- Holistic Approach- services will be designed to support the whole child and the whole family so that the child can attain the highest level of resiliency.
- The program services will promote collaboration with and support of consumer, family and service and support providers.
- Ensure services will be culturally competent and culturally responsive.
- Referrals and assessment reports (for special education students). The Contractor agrees to abide by the County and other agency policies and procedures for making student referrals.
- Privacy (Educationally related services). Contractor acknowledges the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. Contractor shall ensure that all activities undertaken under this contract will conform to the requirements of these laws.

DCR Data Quality Metrics

The County is dedicated to use 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:

- 3Ms (Quarterly Assessments) – 100% of those due will be submitted within the given 45-day window
- 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

Cerner Behavioral Health Solution:

As the County utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by the County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and 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 asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of

contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
VICTOR COMMUNITY SUPPORT SERVICES, INC.

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 $1,857,843 for the period of July 1, 2019 through June 30, 2020.

Contract maximum is based on the estimated project budget (See Attachment B):

VICTOR COMMUNITY SUPPORT SERVICES, INC.	
Calculation of Estimated Units	
Service and Rate Table	
Type of Service	**Interim Rate**
Psychiatric/Med Support	5.06
Mental Health Services	2.74
Rehabilitation	2.74
Case Management/Brokerage	2.12
Crisis Intervention	4.07
MHSA/Other Non-Billable Mental Hlth Svc	2.02
MHSA/Other Non-Billable Case Management	2.02
Target Annual Billable Svc $	1,542,010
Target Annual Billable Units	630,015
Target Monthly Billable Svc $	135,003
Target Monthly Billable Units	55,158
Target Annual Non-Billable Svc $	315,833
Target Annual Non-Billable Units	156,353
Target Monthly Non-Billable Svc $	27,651
Target Monthly Non-Billable Units	13,689
Total Contract Amount	**1,857,843**

Billing and Service Documentation

The table above shows the expected number of billable units and revenue to be produced under this contract at the current Interim Rates. Interim Rates will be reviewed quarterly and may be changed based on analysis of the current Interim Rates. No interim rate change will occur without approval from County. Payment shall be at the Interim Rate effective on the day the service is rendered.

If Contractor already has a State Department of Health Care Services (SDHCS) approved negotiated rate in County for the specific services to be provided, the Negotiated Rate shall apply in place of the Interim Rate.

All Rates are subject to the Settlement provisions below for both billable and non-billable services.

Non-Billable services under this contract include Juvenile Hall mental health services and/or 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 at the discretion of the Director of Behavioral Health, and then as mutually agreeable the parties will renegotiate the Agreement 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 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 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 charge.

Contractor shall submit monthly fiscal report, including a detailed list of costs for the prior month and cumulatively during the contract period. Contractor will report quarterly on Stabilization fund usage, including specific costs per child.

Contractor shall submit invoices, monitoring charge payments, and reports to:

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

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 State Department of Health Care Services (SDHC) mandated forms—in compliance with the SDHC 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) or approved Negotiated Rate.

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/0Federal 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"

NEVADA COUNTY BEHAVIORAL HEALTH

STABILIZATION FUNDING REQUEST FORM

Person Making Request: Name: _____

Agency: _____

Date of Request: _____ **COUNTY VENDOR I.D. NO.**_____

Payment To: _____

Name: _____ **Phone:** _____

Address:_____ **FAX:**_____

DESCRIPTION OF SERVICES COVERED BY PAYMENT:

Date Funds are Needed by Participant: _____

Program (check one): ___ **Children's** ___ **Adult** ___**MHSA Children's** ___**MHSA Adult**

Payment For: (Participant(s) Name) _____

Payment Totals:		**$** _____
Payment Method	☐ ***Credit Card***	**$** _____
	☐ ***Check/Warrant***	**$** _____
	☐ ***Other Payment form***	**$** _____
	GRAND TOTAL:	**$** _____

PURCHASE APPROVED BY

Executive Director Signature_____ Date: _____

For Accounting Use Only
Org Code_____ **Project Code Number**_____

Attachment B
VICTOR COMMUNITY SUPPORT SERVICES, INC., GRASS VALLEY
Operating Budget for Nevada County
FOR THE TWELVE MONTHS ENDING JUNE 30, 2020

EXPENDITURES	FTE	Total
Director & Clinical Supervisors	2.8	219,735
Therapists	3.7	243,458
Facilitator/MHRS	4.6	244,617
Family Support Counselor/Family Partner	3.0	109,070
Program Support	0.4	26,946
Clerical /Office Salaries	1.6	90,058
Total Direct Salaries & Wages	16.1	933,884
TAXES & BENEFITS		284,256
TOTAL PERSONNEL COST		1,218,140
OPERATING EXPENSE		
Professional Fees		44,863
Psychiatrist		46,440
Supplies		22,614
Occupancy		144,688
Equip, Lease & Maint		21,562
Transportation		34,569
Conf & Meetings		37,917
Flex Funds		28,000
Contract Monitoring Fee		51,091
Insurance		4,766
Other Operating		4,138
Total Operating Expense		440,648
Administrative Support		199,055
TOTAL PROGRAM COST		1,857,843