



# **RESOLUTION No. 22-416**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING EXECUTION OF THE RENEWAL CONTRACT WITH THE COUNTY OF SIERRA FOR NEVADA COUNTY TO PROVIDE CRISIS STABILIZATION UNIT (CSU) SERVICES TO SIERRA COUNTY REFERRED CLIENTS FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023 IN THE MAXIMUM CONTRACT AMOUNT OF \$20,000**

WHEREAS, Nevada County Behavioral Health Department operates a Crisis Stabilization Unit (CSU) 24 hours per day, 7 days per week, where individuals can receive crisis services through the County's subcontractor, Sierra Mental Wellness Group, including psychotherapy and medication support for up to 23 consecutive hours per crisis event; and

WHEREAS, Sierra County desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to residents of Sierra County; and

WHEREAS, the Counties of Sierra and Nevada wish to renew this mutually beneficial agreement whereby Nevada County Behavioral Health is agreeing to provide Crisis Stabilization Services through its subcontractor to Sierra County referred clients, and Sierra County shall reimburse Nevada County Behavioral Health, providing revenue to offset Crisis Stabilization Unit (CSU) operational costs and promoting the mutual working relationship between Sierra and Nevada Counties.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between the County and County of Sierra, pertaining to Nevada County Behavioral Health Department providing Crisis Stabilization Unit (CSU) Services through its subcontractor, Sierra Mental Wellness Group, for Sierra County referred clients for a total contractual obligation not to exceed \$20,000 for the term of July 1, 2022 through June 30, 2023, 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 deposited into revenue account: 1589-40110-493-8501/458010

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 August, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

8/9/2022 cc: BH\*  
AC\*(hold)

  
Susan K. Hoek, Chair

8/24/2022 cc: BH\*  
AC\*(release)  
SC\*

**CONTRACT FOR SERVICES**  
**NEVADA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

DESCRIPTION: Crisis Stabilization Unit (CSU) Services  
BEGINS: July 1, 2022  
ENDS: June 30, 2023

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This is an Agreement made and operative as of the 1st day of July 2021 between the County of Nevada, Department of Behavioral Health, hereinafter referred to as "CONTRACTOR," and the County of Sierra, hereinafter referred to as "COUNTY" (Collectively, the "PARTIES"), each party being a political subdivision of the State of California, and

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Sierra County; and

WHEREAS, CONTRACTOR currently operates a Crisis Stabilization Unit (CSU) 24 hours per day, seven (7) days per week, where individuals can receive crisis services, including psychotherapy and medication support for up to twenty-three (23) consecutive hours per event; and

WHEREAS, COUNTY desires to access CSU services provided by CONTRACTOR for eligible County clients; and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements of this contract, it is understood and agreed by and between the parties as follows:

**1. SCOPE OF SERVICES:**

CONTRACTOR shall provide Crisis Stabilization Services as set forth in Exhibit A, entitled "Schedule of Services," attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR'S compliance with contract terms.

**2. AMENDMENTS:**

This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.

However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

3. **COMPENSATION:**

The total contractual obligation shall not exceed Twenty Thousand Dollars (\$20,000) for the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, incidental expenses and services as set forth in Exhibit B, entitled "Schedule of Charges and Payments," attached hereto and incorporated herein by this reference.

4. **CONTRACT TERM:**

This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2023. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

5. **CONTINGENCY OF FUNDING:**

- a. This Agreement is valid and enforceable only if the County of Sierra, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions; limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.
- b. It is mutually agreed that if the Congress, State, or County of Sierra does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, upon mutual agreement of the PARTIES, be amended to reflect such changes in funding allocations.
- c. COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.
- d. Adjustments in funding shall be made through a written contract amendment and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Sierra, State and/or the United States government. Amendments issued in response to adjustments in funding shall be executed by duly authorized representatives of both parties. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

**6. TERMINATION:**

- a. Either party may terminate this Agreement for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent in conformity with the notice provisions set forth herein. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by first- class mail.
- b. In the event COUNTY terminates this Agreement, CONTRACTOR will be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein, and further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which either PARTY may have in law or equity.

**7. CULTURAL COMPETENCE:**

CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, "The 2010 - Cultural Competence Plan Requirements." COUNTY and CONTRACTOR'S compliance with cultural competence requirements is defined in Welfare and Institutions Code (WIC) Section 14684(a) (9) as "Each mental health plan shall provide for culturally competent and age-appropriate services, to the extent feasible. The mental health plan shall assess the cultural competency needs of the program. The mental health plan shall include, as part of the quality assurance program required by Section 14725, a process to accommodate the significant needs with reasonable timeliness." Performance outcome measures shall include a reliable method of measuring and reporting the extent to which services are culturally competent and age-appropriate."

**8. REPORTING:**

- a. CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

- b. CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflects progress made in implementing the services and achieving the outcomes set forth in Exhibit A, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
- c. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

**9. FEDERAL AND STATE ACCOUNTING REQUIREMENTS:**

CONTRACTOR shall comply with all applicable County, State, and Federal laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

**10. RIGHT TO MONITOR AND AUDIT:**

Authorized county, state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

**11. CERTIFICATION OF PROGRAM INTEGRITY:**

- a. CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.
- b. CONTRACTOR shall ensure the following for each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement:



1. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Nevada County and the Department of Health Care Services (DHCS), a copy of which will be provided to COUNTY by CONTRACTOR under separate cover.
  2. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
  3. The services included in the claim were actually provided to the beneficiary.
  4. Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.
  5. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Nevada County and the DHCS.
- c. CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.
- d. CONTRACTOR shall conduct monthly comparisons of all CONTRACTOR employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) ([www.oig.hhs.gov](http://www.oig.hhs.gov)) and General Services Administration (GSA) Excluded Parties List System (EPLS) ([www.epls.gov](http://www.epls.gov)) or System for Award Management (SAM) Excluded Parties List System (EPLS) ([www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM)). These monthly checks shall be compiled into a quarterly report and sent to the COUNTY Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.
- e. In addition, CONTRACTOR certifies that the following processes are in place:
1. Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

2. The designation of a compliance officer and a compliance committee that is accountable to County Compliance Officer to report on adherence to the program senior management.
3. Effective training and education for the compliance officer and the organization's employees.
4. Enforcement of standards through well-publicized disciplinary guidelines.
5. Provisions for internal monitoring and auditing.
6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

**12. STANDARD OF PERFORMANCE:**

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

**13. LICENSES, PERMITS, ETC.:**

CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to provide services as set forth herein. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required at the time the services are performed.

**14. RECORDS:**

- a. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- b. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its



internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

- c. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY, which has been prepared by, for, or submitted to COUNTY in relation to this Agreement. COUNTY shall have full ownership and control of all such records, although CONTRACTOR shall be entitled to maintain copies of COUNTY'S records hereunder for internal purposes. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- d. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

**15. PATIENTS' RIGHTS:**

Patients' Rights shall comply with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Division 1, Chapter 3, Article 6, Section 590 et seq. COUNTY Patients' Rights Advocate shall have access to COUNTY clients by telephone or in person as deemed necessary by Advocate and client. COUNTY Patients' Rights Advocate shall also have access to COUNTY patients' charts during normal business hours to investigate and resolve complaints.

**16. INDEPENDENT CONTRACTOR:**

- a. In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as an independent contractor, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.
- b. CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

17. **HOLD HARMLESS AND INDEMNIFICATION:**

- a. COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.
- b. CONTRACTOR agrees to indemnify and hold harmless COUNTY and COUNTY'S employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

18. **INSURANCE:**

- a. COUNTY understands and agrees to the following: CONTRACTOR in accordance with Government Code section 990 and Labor Code Section 3700, CONTRACTOR has elected to self-insure and participate in risk pooling for general, auto, and medical malpractice liability, participate in risk pooling for workers compensation liability, and insure cyber liability. Under these forms of insurance, the CONTRACTOR covers tort and workers' compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) <https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>. CONTRACTOR agrees to require each transferee, subcontractor and assignee to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability with limit no less than \$1,000,000, Insurance Services Office Form Number CA 0001 with limit no less than \$1,000,000, Worker's compensation with limit no less than \$1,000,000, and professional liability (Errors and Omissions) Insurance with limit no less than \$1,000,000.
- b. CONTRACTOR understands and agrees to the following: COUNTY in accordance with Government Code section 990 and Labor Code Section 3700, COUNTY has elected to insure, self-insure, or participate in risk pooling for general, auto, workers' compensation, cyber, and medical malpractice liability. Under these forms of insurance, the COUNTY covers tort and workers' compensation liability arising out of official COUNTY business and for work performed in this agreement. All claims against the COUNTY based on tort liability should be presented as a government claim to the Clerk of the Board

19. **CONFLICT OF INTEREST:**

CONTRACTOR certifies that its employees and the officers of its governing body shall avoid

any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**20. CONFIDENTIALITY:**

- a. The Parties agree to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, including, but not limited to, Welfare and Institutions (W&I) Code Section 5328 et seq. and Section 14100.2; the

Code of Federal Regulations (CFR), Title 42, Section 431.300 et seq.; the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to Section 1320 D et seq. of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164); and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and any current and future regulations promulgated under HIPAA or HITECH, and further agrees to hold the other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

**21. COUNTY REPRESENTATIVE:**

The Clinical Director of Behavioral Health or his/her designee is the representative of the COUNTY, will administer this Agreement for the COUNTY, and may be contacted as follows:

Kathryn Hill, LMFT, Clinical Director  
Sierra County Behavioral Health  
P.O. Box 265  
Loyalton, CA 96118  
(530) 993-6746

**22. NOTICES:**

All notices required or authorized by this Agreement shall be in writing. In addition to personal service, all notices may be given to County and to CONTRACTOR by first class mail postage prepaid and properly addressed as follows: Said notices shall be deemed to have been served the fifth (5<sup>th</sup>) day following the date of mailing or the earlier date of personal service, as the case may be.

|               |   |
|---------------|---|
| If to COUNTY: | Jamie Franceschini, Contract<br>Analyst Sierra County Behavioral<br>Health P.O. Box 7<br>Loyalton, CA 96118 |
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| If to CONTRACTOR: | Phebe Bell, Director<br>Nevada County Behavioral Health<br>500 Crown Point Circle, Suite 120<br>Grass Valley, CA 95945<br>(530) 470-2784 |
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**23. NONDISCRIMINATION:**

During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

**24. ASSIGNMENT AND SUBCONTRACTING:**

Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract, are personal to the CONTRACTOR. COUNTY acknowledges that certain services under this Agreement shall be provided by CONTRACTOR'S Sub-Contractor, Sierra Mental Wellness Group and hereby agrees to the use of named Sub-Contractor in the performance of those services, as more fully set forth in Exhibit "A", Schedule of Services.

**25. ENTIRETY OF AGREEMENT:**

This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

**26. GOVERNING LAW AND VENUE:**

This contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**27. COMPLIANCE WITH APPLICABLE LAWS:**

The CONTRACTOR shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR")

COUNTY OF SIERRA ("COUNTY")

Susan Hoek

Susan Hoek (Aug 10, 2022 13:11 PDT)

Susan Hoek, Chair  
Nevada County Board of Supervisors

Date: 08/10/2022

Paul Roen

Paul Roen (Aug 18, 2022 15:01 PDT)

Paul Roen, Chair  
Sierra County Board of Supervisors

Date: 08/18/2022

Attest:

Julie Patterson-Hunter

Julie Patterson-Hunter  
Clerk of the Board of Supervisors

Attest:

Heather Foster

Name: Heather Foster  
Clerk of the Board of Supervisors

Approved as to Form:  
Office of Nevada County Counsel

Approved as to Form:  
Office of Sierra County Counsel

Jamie Hogenson

Jamie Hogenson (Aug 10, 2022 15:09 PDT)

Date: 08/10/2022

David Prentice

David Prentice (Aug 19, 2022 13:33 PDT)

Date: 08/19/2022



**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**Nevada County Behavioral Health – Crisis Stabilization Services**

Nevada County Behavioral Health, hereinafter referred to as CONTRACTOR, and Sierra County, hereinafter referred to as COUNTY, agree to enter into a specific contract for the provision of services at the Nevada County Crisis Stabilization Unit (CSU).

All services provided under this contract shall be documented in accordance with Short/Doyle Medical and Managed Care requirements.

**Background and Overview**

Nevada County Behavioral Health has contracted with Sierra Mental Wellness Group to provide Crisis Stabilization services at the CSU. The four (4) bed CSU is located in Grass Valley, California, 70 feet from the entrance of the Emergency Department of Sierra Nevada Memorial Hospital (SNMH). The CSU is part of a crisis continuum of care for residents of Nevada County. Individuals receive crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

**County Responsibilities**

COUNTY shall establish the process for placement of County clients in the CSU, which will include the County's policies related to medical clearance, medication, discharge planning, and other services necessary for clients to be successful following discharge from the CSU. The COUNTY will develop their own policies and procedures unique to issues related to the County admissions, including transportation and the authorization of services.

1. The COUNTY may authorize CSU services, when CONTRACTOR has verified that a bed is available, for an individual whom Sierra County is taking fiscal responsibility for. Only adults, 18 years and older and who are medically cleared from a physical health provider will be considered by CONTRACTOR for CSU placement. Clients still may be at risk of needing psychiatric hospitalization, including being placed on a 5150 hold. COUNTY will ensure medical clearance by following an established protocol of the CSU for this purpose. COUNTY will send clinical (e.g., 5150, Mental Status Assessment, Medication Administration Record) and medically related information (e.g., lab work, completed Medical Clearance form, drug screen results to the CSU, and a brief history of psychiatric medication administration, including allergies or adverse reactions, if possible). The CSU staff will review this documentation and discuss with the COUNTY and sending facility any need for follow up information before deciding if an admission will be approved. The COUNTY will establish an authorization form and ensure it is completed for every client being requested acceptance at the CSU. It is understood between the parties that CONTRACTOR maintains dedicated beds at the CSU, and may only accept COUNTY clients as capacity allows. Further, it is understood and agreed between the Parties that

CONTRACTOR reserves the right to refuse admission of a COUNTY client at CONTRACTOR'S sole discretion.

2. The COUNTY shall arrange transport via ambulance or other approved transport services for individuals on a psychiatric hold from the medical facility to the CSU. The COUNTY shall arrange for voluntary clients, to be transported by other means, such as ambulance, taxi, etc. Transportation following discharge will be arranged in collaboration with the CONTRACTOR, and may include assistance via a Taxi Voucher, CONTRACTOR staff, support person or others. All transportation arrangements and costs are the responsibility of the COUNTY.
3. The COUNTY shall ensure that all prescribed medications of the client will be carried and delivered by the ambulance staff, or other COUNTY-approved transport provider, transporting the client to the CSU. Staff from the sending facility will discuss any unfilled medications with the CSU nurse ahead of time, so as to determine the urgency of filling the medication and administering it in a 23 hour window.
4. The COUNTY shall provide an identified designee for the CSU staff to provide updates, and to gain assistances with accessing necessary services for the client. Any discharges after hours will need a preliminary plan or established protocol of referrals set up ahead of time to ensure that follow up intake/linkage appointment times with Sierra County and other necessary services are available.
5. Although the COUNTY will send a client for crisis stabilization services to the CSU, some clients will continue to meet criteria for a psychiatric hold. The COUNTY will retain chief responsibility of placing 5150 clients in a psychiatric facility.
6. The COUNTY shall arrange for all clients to be discharged from the CSU within 23 hours or safely transferred to another program, including the Insight Respite Center. The CONTRACTOR shall provide any necessary medical or psychiatric treatment, given the constraints of time, insurance, and other potential pitfalls, to support such placements.

#### **Contractor Responsibilities**

1. Services rendered pursuant to this Contract shall be provided at the following location: 145 Glasson Way, Grass Valley, California 95945.
2. In accordance with State law and regulations, including CCR Title 9, Sections 1840.338 and 1840.348, the CONTRACTOR, through its Sub-Contractor – Sierra Mental Wellness Group, will offer Crisis Stabilization Services lasting less than 24 hours to address acute psychiatric and/or co-occurring (substance use/mental health) crisis episodes. The CSU will provide mental health stabilization services, which include mental health assessment, medication assessment, psychotherapy, nursing, and case management, to COUNTY referred adult

Sierra County residents. The CSU will allow individuals to receive services in the least restrictive setting. Services will promote wellness, resiliency and recovery.

3. The CONTRACTOR hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified by Medi-Cal to provide Crisis Stabilization services.
4. All policies of CONTRACTOR and Sub-Contractor - Sierra Mental Wellness Group (SMWG), in relation to services provided by the CSU and the Crisis Team shall also apply to COUNTY's clients, including referrals to the Emergency Department (ED) at Sierra Nevada Memorial Hospital (SNMH) for psychiatric or medical emergencies beyond the scope of the CSU.
5. To the extent allowable, CONTRACTOR shall bill Medi-Cal for services and shall be entitled to all permissible reimbursement. CONTRACTOR will create an invoice and bill the COUNTY for the established hourly rate for up to 20 hours per episode.
6. The CONTRACTOR and its Subcontractor will:
  - a. Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law.
  - b. Deliver services in compliance with all applicable provisions described under the Welfare and Institutions Code.
  - c. Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan-McCorquodale Act, commencing with Section 5600 of the Welfare and Institutions Code Division 5, entitled Community Mental Health Services, Sections 5000-5803, as amended, Local Mental Health Authority, and other applicable laws, regulations and policies governing the provisions of public Mental Health services.
  - d. Consider the client's psychiatric stability and whether the staffing and interventions available to the CSU will meet the psychiatric and behavioral health needs of any proposed Sierra County admissions. This includes whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior.
  - e. Follow the established procedure of assessing clients throughout their stay at the CSU with regard to determining whether the client needs to be evaluated for a 5150 psychiatric hold or to be placed on an initial 5150 hold. These assessments are completed by the CSU therapist or Nevada County's contracted Sierra Mental

Wellness Group (SMWG) Crisis Team. A CSU therapist can only perform this function if they are alternately trained and have worked on the Crisis Response Team (CRT) in Nevada County. The process of rescinding 5150s will occur through the established policy of SMWG, which requires the approval of the psychiatrist on call at the CSU.

- f. Begin discharge planning for the client immediately upon client's arrival to the CSU. The discharge plan, which includes a Recovery Plan and Relapse Prevention Plan, provides a clear outline of both strategies for staying safe and linkages to services with community services. The CONTRACTOR will provide a required discharge packet of documentation (e.g., treatment summary, medications administered, diagnosis, etc.) necessary for the client to access services following discharge to another provider. CONTRACTOR shall not be responsible for the coordination of discharge or discharge planning services on behalf of COUNTY or COUNTY client upon client's discharge from the CSU.
- g. Regularly coordinate with the COUNTY's designee for providing updates on progress and planning of follow-up services.
- h. Comply with documentation standards established by Nevada County for the CSU. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary to meet Medi-Cal and Medicare requirements. This documentation includes progress notes, assessments, medication logs, and other required documentation.
- i. Utilize the Cerner Behavioral Health Solution Electronic Health Record (EHR) System functionality that is relevant to the scope of work of this contract. This requirement includes the data collection necessary for the CONTRACTOR to meet billing and, importantly, quality assurance goals.
- j. Comply with staffing requirements that meet criteria for billing Medi-Cal certification standards per California Code of Regulations (CCR), Title 9, 1840.348. A full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse of the CONTRACTOR will be on site at all times beneficiaries are present. A Board Certified Psychiatrist will be on call daily for a block of 12 hours. This time will be determined by CONTRACTOR as the best time that meets the needs of the clients and staff.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**Nevada County Behavioral Health – Crisis Stabilization Services**

COUNTY shall pay to CONTRACTOR a maximum not to exceed Twenty Thousand Dollars (\$20,000) for satisfactorily providing services pursuant to this contract for the contract term.

COUNTY shall pay CONTRACTOR at the rate of Forty-one Dollars (\$41.00) an hour up to twenty (20) hours per client admission, all inclusive of room and board, medications and psychiatrist's time.

CONTRACTOR shall invoice COUNTY quarterly in arrears for services provided. Invoices shall be remitted to:

Sierra County Fiscal  
P.O. Box 7  
Loyalton, CA 96118

CONTRACTOR shall bill Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed, and shall be solely entitled to all permissible reimbursement. However, CONTRACTOR shall not bill a client directly for any services, such as unmet share of cost, deductibles, etc.

If it is determined, either before or after admission to the Facility, that a Patient is Medi-Cal eligible in another county, it is the responsibility of the COUNTY to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to CONTRACTOR's Facility.

It is also the responsibility of the COUNTY to provide documentation of authorization from the responsible county to the CONTRACTOR, who will then bill the county of responsibility as defined above, for reimbursement. Unless the COUNTY has provided CONTRACTOR with documentation of authorization from another county, COUNTY is responsible for payment at the above listed rate for CONTRACTOR's services regardless of a Patient's Medi-Cal eligibility or other insurance.

Payments to CONTRACTOR shall be made within thirty (30) days of the receipt of invoice by the COUNTY. Payments shall be remitted to:

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