

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

THIS AMENDMENT is executed this 9th day of May 2023 by and between AUBURN COUNSELING SERVICES, INC. D/B/A COMMUNICARE, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on June 28, 2022 per Resolution RES 22-307; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

COUNTY OF NEVADA:

By: _____
Edward Scofield
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

CONTRACTOR:

By: _____
Auburn Counseling Services, Inc., d/b/a
Communicare
2280 Grass Valley Hwy #225
Auburn, CA 95603

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

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

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

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

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

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

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

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

Contractor shall submit invoices to:

Via mail
Nevada County Health and Human Services
Agency Attn: BH Fiscal
950 Maidu Avenue
Nevada City, California 95959

Or

Via Email

BH.Fiscal@co.nevada.ca.us

CC: Contract Manager (refer to Notification section)

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