



RESOLUTION NO. 18-127

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL PERSONAL SERVICES CONTRACT WITH SIERRA MENTAL WELLNESS GROUP AND AUTHORIZING AND DIRECTING THE AUDITOR- CONTROLLER TO AMEND THE BEHAVIORAL HEALTH DEPARTMENT'S BUDGET FOR FISCAL YEAR 2017/18 (RESOLUTION 17-295) (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Board of Supervisors approved a renewal contract with Sierra Mental Wellness Group for mandated crisis and intervention services for Fiscal Year 2017/18 per Resolution 17-295; and

WHEREAS, crisis services are case-driven initial evaluation and referral services for patients needing immediate mental health crisis intervention; and

WHEREAS, the therapeutic response may encompass multiple functions including evaluations according to Section 5150 of the California Welfare and Institutions Code, to evaluate whether or not a patient is a danger to themselves or others or unable to function in the community, and if necessary the Contractor's Crisis Workers are responsible for assisting in the admission and paperwork completion for the patient to enter a psychiatric inpatient facility; and

WHEREAS, the parties desire to amend their agreement to: 1) amend Exhibit "A" Schedule of Services, to revise requirements of Crisis Workers; 2) amend the Maximum Contract Price from \$927,432 to \$972,108 (an increase of \$44,676) due to the revised Crisis Worker requirements; and 3) amend Exhibit "B" Schedule of Charges and Payments, to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Personal Services Contract by and between the County of Nevada and Sierra Mental Wellness Group pursuant to revising requirements of Crisis Workers and increasing the maximum contract price from \$927,432 to \$972,108 (an increase of \$44,676) for the provision of crisis intervention and community client services for the term of July 1, 2017 through June 30, 2018, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors is hereby authorized to execute the Amendment on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors authorizes and directs the Auditor-Controller to amend the Behavioral Health Department's budget for Fiscal Year 2017/18 as follows:

Fiscal Year 2017/18

Revenue:	1512-40110-493-1000/440530	\$9,284
Expenditure:	1512-40110-493-1000/521520	\$9,284

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of April, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Edward Scofield, Chair



4/10/2018 cc:

BH*
AC*
SMWG

AMENDMENT #1 TO THE PERSONAL SERVICES CONTRACT WITH SIERRA
MENTAL WELLNESS GROUP (RESO 17-295)

THIS AMENDMENT is dated this 13th day of March, 2018 by and between SIERRA MENTAL WELLNESS GROUP, hereinafter referred to as "CONTRACTOR" and COUNTY OF NEVADA, hereinafter referred to as "COUNTY". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved on June 20, 2017, per Resolution No. 17-295; and

WHEREAS, the Contractor provides Crisis Intervention and Community Client services for the Behavioral Health Department for the contract term of July 1, 2017 through June 30, 2018; and

WHEREAS, the parties desire to amend their agreement to: 1) amend Exhibit "A" Schedule of Services, to revise requirements of Crisis Workers; 2) amend the Maximum Contract Price from \$927,432 to \$972,108 (an increase of \$44,676) due to the revised Crisis Worker requirements; and 3) amend 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 February 1, 2018.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$972,108.
3. That Exhibit "A", "Schedule of Services", shall be amended and replaced, as set forth in the amended Exhibit "A" attached hereto and incorporated herein.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be amended and replaced, as set forth in the amended Exhibit "B" 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 Edward Scofield
Chair of the Board of Supervisors

ATTEST:

By: 

Julie Patterson-Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

By: 

Jon Kerschner
Executive Director
Sierra Mental Wellness Group
333 Sunrise Avenue, Suite 701
Roseville, California 95661

EXHIBIT "A"
SCHEDULE OF SERVICES
SIERRA MENTAL WELLNESS GROUP

Contractor shall provide Crisis Intervention Services defined as an immediate therapeutic response by phone and/or face to face contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, information regarding Mental Health services and related issues, referral to alternate resources and consultation with referring agencies or client's significant others.

The specific responsibilities of the Contractor are as follows:

1. Providing assessments and evaluations of Mental Health clients at the clinic, jail, Juvenile Hall, Sierra Nevada Memorial Hospital emergency room or other designated areas, Hospitality House, Rood Center, and Miners Clinic.
2. Providing referral, linkage and follow-up, including daily referrals, when appropriate to Spirit Center.
3. Completing admissions to the 5150 facility designated by County when needed.
4. Assisting crisis clients in obtaining social and other human agency services.
5. Responding to special requests for crisis and/or evaluation services, including phone assessments, intakes, authorizations and screening for medical necessity.
6. Providing crisis services and short-term follow-up for mentally disordered clients who have had previous crisis contact.
7. Providing information, education and consultation as appropriate.
8. For clients evaluated for a 5150, but not appropriate for hospitalization and needing detoxification from alcohol or drugs, the crisis worker will link client to appropriate detoxification program using the associated Behavioral Health Policy and Procedure.

The locations, services, and hours are as follows:

1. Nevada City/Grass Valley on-call hours shall be Monday-Friday 5:30 P.M. to Midnight; weekend and holidays shall be 24-hour coverage.
2. TRUCKEE- on-call only, and hours shall be Monday-Friday 8:00 A.M. to 5:00 P.M. After-hours on call shall be weeknights from 5:00 P.M. to 8:00 A.M. and 24 hours on weekends and holidays.

*NOTE: The expected response time of one-half hour may vary due to winter conditions.

3. **PROCEDURES FOR CRISIS WORKERS:** Crisis workers will respond to phone Calls and walk-ins directly and triage each case according to individual needs. Crisis workers will be available by phone and/or pager. Crisis workers will provide immediate brief intervention and follow-up for people experiencing emotional crisis in their lives. Phone contacts will result in arranging an on-site evaluation within 30 minutes according to Section 5150 of the Welfare and Institutions Code when the client or community circumstances warrant mental

status evaluation; requests by hospital, law enforcement or other agencies for on-site consultation or when the worker determines that the client's condition requires immediate intervention. At the end of each shift crisis worker will contact the incoming crisis worker regarding crisis contacts and pending issues. Crisis worker will leave crisis note making recommendation for follow-up treatment at jail, Juvenile Hall and Sierra Nevada Memorial Hospital.

4. **CRISIS TEAM DIRECTOR:** The Crisis Team Director will be provided by Contractor and will have the primary responsibility for supervising the Crisis Team and coordinating the crisis service with Nevada County Behavioral Health.

Staff Specific responsibilities include:

- a. Provide and maintain crisis coverage for Nevada County Behavioral Health.
 - b. Collaborate with Behavioral Health to ensure that there is 24-hour crisis coverage scheduled.
 - c. Provide oversight and coordination of the Crisis Team; meeting with individual crisis team members on an as needed basis.
 - d. Train the Crisis Team members prior to assuming crisis duties and provide ongoing training as needed.
 - e. Coordinate staff attendance at Crisis Team meetings as needed.
 - f. Coordinate Crisis Services with and provide feedback to Nevada County Behavioral Health Director/Alcohol and Drug Program Administrator, hereinafter referred to as Behavioral Health Director, or his/her designee. Attend meetings, which focus on crisis interface with Mental Health services.
 - g. Review crisis system procedures and policies and submit to Behavioral Health Director for approval.
 - h. Other specific duties relevant to crisis service provision including consultation and education regarding crisis services/case resolution. This shall not include general mental health promotional activities.
5. **QUALIFICATIONS:** The Crisis Team Director shall have a Masters degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT or Ph.D or Registered Nurse. He/she shall have five years experience in the provision of community Mental Health Crisis services and two years supervision of Crisis services.

The scope of work for Crisis workers will depend on their level of education. It is preferred that Crisis workers shall have at least a Master's Degree in behavioral sciences, psychology, sociology or a related field. License eligibility is required unless staff are currently enrolled in a graduate program related to above educational requirement, and they have both graduate courses in Assessment and Diagnosis and training in these areas sufficient to operate in the role of a license eligible staff. Crisis workers may have only a Bachelor's Degree in behavioral sciences and at least two years crisis related experience. These staff may complete crisis evaluations and only select components of assessments (per the Department of Health Care Services Information Notice 17-040), but they may not complete diagnoses and must work at the same time as Masters level or graduate school staff who can complete required components of the assessment and the diagnosis.



If State Department of Health Care Services or Federal Medi-Cal requirements change, Contractor staff must meet those requirements.

6. **PHYSICAL HEALTH QUALIFICATIONS:** Crisis workers hired by Contractor shall be in good health and good general physical condition. In the event that any hospital or other health care facility or any state or local law requires physical tests, drug tests, immunizations or other specific health related requirements be met, Contractor agrees to provide workers who have met all of the requirements or have had all of the appropriate tests or exams.
7. **CERTIFICATION:** Upon request by any hospital or other health care facility, Contractor agrees to provide a certification that the crisis workers it has hired meet the employment criteria for crisis workers and are qualified to do crisis intervention.
8. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time a crisis worker may be hired by Contractor who does not provide services to the level or in the manner, which is appropriate for the circumstance. In that event, County shall communicate any service or worker deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any worker who does not provide services to the level of its expectation.
9. Administrative services shall be provided by Contractor.
10. Contractor must maintain privileges at Sierra Nevada Memorial Hospital and Tahoe Forest Hospital.
11. Contractor must maintain cooperative working relationships with all agencies and county departments and report any problem areas to the Behavioral Health Director.
12. Contractor must follow criteria established by Nevada County for admission to Psychiatric inpatient unit.
13. **APPLICABLE RECORDS:**
 - a. Patient Records - Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift. 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 as required by the Department of Behavioral Health, including Event Monitoring Forms, records of client interviews, progress notes and assessments. All documentation shall meet Medi-Cal and Medicare requirements. Client records and notes shall be maintained by the County and incorporated into the Behavioral Health case record as appropriate.
 - b. Statistical Reports - Statistical records shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.
 - c. The Contractor agrees to extend to the Behavioral Health Director or his/her designee, the right to review and investigate records, programs or procedures,



at any time in regards to clients as well as the overall operation of Contractor's programs.

- d. Monthly statistical and activity reports will be submitted to the Behavioral Health Director in a format specified by the Behavioral Health Director.
 - e. All records shall be held in strictest confidence to the extent required by law and Contractor shall implement procedures to protect such confidentiality and train workers in the confidentiality requirements.
14. ADMINISTRATIVE CHANNELS: Contractor shall be responsible to the Behavioral Health Director, or his/her designee, in accordance with all provisions under the Welfare and Institutions Code, which includes that the Director shall exercise general supervision over the Mental Health Services under the County Short-Doyle Plan, and shall be responsible for the ongoing coordination of all public and private Mental Health programs and services in the County.
15. The Contractor agrees to comply with all applicable provisions of Title 9 of the California Administrative Code Division 5 entitled Community Mental Health Services Act, Sections 5000-5803.
16. As the department 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/Anasazi 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.
17. Contractor shall comply and cooperate with County in the transition from ICD-9 to ICD-10 and from DSM IV-TR to DSM-5 Codes, including use of NonAxial entry into the electronic health record. County will make training available. Admin staff will oversee and make sure errors by clinical staff are corrected in a timely manner.

Additionally, Contractor shall be responsible for providing:

- 1. Quarterly Progress Reports within 30 days of the end of each quarter;
- 2. An Annual Progress Report within 30 days of the end of the fiscal year;
- 3. Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this contract as may be necessary for the County to conform to MHSA reporting guidelines.



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

The maximum compensation for all services shall not exceed \$972,108 for the fiscal year July 1, 2017 through June 30, 2018.

It is understood and agreed by and between the parties that said payment is for services provided herein and not for direct patient 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 the DEPARTMENT, and/or third payor.

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 agrees that it will be responsible for the validity of all invoices and agrees that it will reimburse County for any payments made by County to Contractor for which billings were prepared and submitted to Department of Behavioral Health, and which were thereafter disallowed in whole or in part by the Department of Behavioral Health and/or County; which includes maximum allowable cost(s) reimbursement by the State.

The Contractor's reimbursement is based on the staffing pattern described in Exhibit A, and according to the following budget:

	Western	Western	Western	Eastern	Total All Programs
	SB82	MHSA	Non-MHSA	Other	
On Site	221,540	110,771	110,771		443,082
Meetings/Training	8,654	4,264	4,264	6,273	23,455
On Site Crisis Team Management	18,998	34,196	34,196		87,390
Administrative	8,970				8,970
Lead Clinician	13,158				13,158
On Call				63,787	63,787
Rollouts				14,978	14,978
Program Management				21,056	21,056
Total Salaries	271,320	149,231	149,231	106,094	675,876
Payroll Taxes as 25% of Salaries	67,830	37,308	37,308	26,524	168,970
Total Personnel Expenses	339,150	186,539	186,539	132,618	844,846
Mileage				535	535
Administrative Overhead 15%	50,872	27,981	27,981	19,893	126,727
Total Expenses	\$390,022	\$214,520	\$214,520	\$153,046	\$972,108

Contractor shall submit invoices once a month for services provided. Payment shall be made within thirty (30) days of receipt of approved invoices.



Contractor shall submit invoices to:

HHSA Administration
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, CA 95959