

**AMENDMENT #2 TO THE CONTRACT WITH
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC. (RES. 18-145; RES. 19-002)**

THIS AMENDMENT is dated this 23rd day of July, 2019 by and between CALIFORNIA PSYCHIATRIC TRANSITIONS, 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, executed on April 24, 2018, per Resolution No. 18-145, and which was subsequently amended on January 8, 2019 per Resolution No. 19-002.

WHEREAS, the County has contracted with Contractor to provide psychiatric treatment and rehabilitation services to seriously mentally ill adults in locked, long-term care setting for Nevada County Behavioral Health clients; and

WHEREAS, the parties desire to amend their agreement to: 1) extend the Contract Termination Date from June 30, 2019 to June 30, 2020; 2) increase the Maximum Contract Price from \$406,525 to \$624,100 (an increase of \$217,575); 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 #2 shall be effective as of July 1, 2019.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$624,100.
3. That Section (§3) Contract Termination Date, shall be changed to the following: 06/30/2020.
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: _____
Aaron Stocking
P.O. Box 339
Delhi, California 95315

ATTEST:

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

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
California Psychiatric Transitions, Inc.

The maximum contract price shall not exceed \$624,100 for the satisfactory performance of all services as described in Exhibit “A”, for the entire contract term.

Billing and Payment

Contractor shall be responsible for billing and collecting from all third party revenue sources for Nevada County patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. Contractor shall bill primary payer of record prior to submitting a claim to County. Contractor shall first apply any patient revenues collected. The remaining balance may be claimed against this contract funding.

Contractor shall be compensated at the daily rates set forth in the attached Exhibit B-1 – California Psychiatric Transitions Rate Table 2018. The hourly rate per Exhibit B-1 for “1:1 Monitoring” (One on One Supervision Services) shall be charged on an “as needed” basis as determined by medical order of the Contractor’s staff psychiatrist and authorized by the County. The purpose of this service is to maintain placement and reduce the probability of injury to self or others. This service is provided until the need no longer exists.

Rates are subject to annual change by Contractor. County shall compensate Contractor based on written notification from Contractor of a change in service rates. Changes in service rates shall not result in payments to Contractor exceeding the specified maximum amounts without a written Amendment to the Agreement.

Overpayment - If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement.

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true costs of services rendered.

Invoice - Contractor shall submit to County, for services rendered in the prior month, and in accordance with Exhibit “A”, a statement of services rendered to County and costs incurred / expenses claimed by the 20th of each month. Invoices shall be itemized and shall include dates of service provided for each patient, the patient’s name and the name of County staff authorizing the bed hold, description of service, cost of service and diagnosis. Contractor shall attach the Evidence of Benefits (EOB), all progress notes, intake summary, discharge summary, and Treatment Authorization Report (TAR).

The invoice shall include the Contractor's name and remittance address, a unique invoice number, a detailed list of expenses with dollar amount, and backup documentation to support each expense. County reserves the right to terminate payment, based on eligibility status and County recommendation for transfers and/or discharge.

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services. Should there be a discrepancy on the invoice, COUNTY will 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 claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

To expedite payment, Contractor shall reference on their invoice the Purchase Order Number, which has been assigned to their approved contract.

Contractor shall submit invoices to:

Health & Human Services Administration
Attention: BH Fiscal Staff
950 Maidu Avenue
Nevada City, California 95959

EXHIBIT B-1

California Psychiatric Transitions Rate Table 2018

MHRC	
Level 1	\$400/Day
1:1 Monitoring	\$40.00/Hour
DBU	
Level 1	\$850/Day
1:1 Monitoring	\$40.00/Hour
DIVERSION	
Level 1 (IST)	\$575/Day
Level 2	\$475/Day
1:1 Monitoring	\$40.00/Hour

The daily rate for CPT Diversion program will be eligible for review. There are no automatic rate reductions.

A rate decrease must be reviewed by the treatment team and authorized in writing by the facility director.

Criteria for a daily rate reduction may be based on but not limited to; change in legal status, overall progress in the CPT level system, program participation, behavior(s), medication/treatment compliance and the necessary support required to adequately maintain said individual.