



RESOLUTION NO. 21-213
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTACT WITH AUBURN COUNSELING SERVICES, INC., DBA COMMUNICARE TO INCREASE THE MAXIMUM CONTRACT AMOUNT TO \$1,646,637 (AN INCREASE OF \$140,878), REVISING EXHIBIT "A" TO INCLUDE PROCUREMENT OF FURNISHINGS FOR ODYSSEY HOUSE AND REVISING EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2021 (RES. 18-291)

WHEREAS, per Resolution 18-291, the Nevada County Board of Supervisors approved the renewal contract with Auburn Counseling Services, Inc. dba Communicare for operation of a social rehabilitation treatment program for serving mentally ill clients who require a place in which to gain the necessary skills to be able to live independently in the community; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$1,505,759 to \$1,646,637 (an increase of \$140,878); 2) amend Exhibit "A" Schedule of Services to add procurement of furnishings, and 3) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract.

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 Auburn Counseling Services, Inc., dba Communicare pertaining to the provision of a specific treatment program for transition home clients and daily operation of the Odyssey House Transition Home to amend Exhibit "A" Schedule of Services to add facility furnishings and increase the for the contract term of July 1, 2018 through June 30, 2021, in the maximum amount of \$1,646,637 (an increase of \$140,878) 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 disbursed from accounts: 1589-40110-493-8401/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 15th day of June, 2021, 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: 



Dan Miller, Chair

6/15/2021 cc: BH*
AC*(hold)

6/17/2021 cc: BH*
AC* (Release)

**AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AUBURN
COUNSELING SERVICES, INC., D/B/A COMMUNICARE (RESO 18-291)**

THIS AMENDMENT #1 is dated this 15th day of June, 2021 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 Personal Services Contract, as approved on June 26, 2018, per Resolution No. 18-291; and

WHEREAS, the Contractor provides a specific treatment program for transition home clients and daily operation of the Odyssey House Transition Home for the Behavioral Health Department for the contract term of July 1, 2018 through June 30, 2021; and

WHEREAS, the parties desire to amend their agreement to: 1) amend Exhibit "A" Schedule of Services, to include procurement of furnishing for the Odyssey House 2) amend the Maximum Contract Price from \$1,505,759 to \$1,646,637 (an increase of \$140,878) to cover the additional expenses related to the temporary relocation and furnishing of Odyssey house as well as funds to cover increased costs due to COVID 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 May 1, 2021.
2. That Section (§2) Maximum Contract Price, shall be changed to the following:
\$1,646,637
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 Dan Miller
Chair of the Board of Supervisors

ATTEST:

By: 

Julie Patterson-Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

By: 

Ben Lopez, LCSW - Owner
Auburn Counseling Services, Inc.
d/b/a Communicare
2280 Grass Valley Highway #225
Auburn, California 95603

EXHIBIT "A"
SCHEDULE OF SERVICES
AUBURN COUNSELING SERVICES, INC., D/B/A COMMUNICARE

STATEMENT OF PROGRAM PURPOSE:

This facility, Odyssey House, serves the needs of the mentally ill who require a place in which they can gain the necessary skills to be able to live independently in the community, control the symptoms of their mental disorder, and begin to lead a more productive life.

I. CONTRACTOR RESPONSIBILITIES

- A.** Contractor, in conjunction with Behavioral Health staff, shall continue to implement and monitor a specific treatment program for transition home clients; develop, implement, monitor an Independent Living Program Component for client discharged from transition home.

1) On an ongoing basis, Contractor shall meet all requirements as specified in:

- a) Title 22, Division 6, Chapter 6, Adult Residential Facilities, of Department of Social Services Community Care Licensing Regulations. Title 22, Division 6 includes:

Article 1- General Requirements and Definitions

Article 2- Licensing

Article 3- Application Procedures

Article 4- Administrative Actions

Article 5- Enforcement Provisions

Article 6- Continuing Requirements:

Reporting Requirements

Administrator Qualifications and Duties

Personnel Requirements

Night Supervision

Personnel Records

Admission Agreements

Admission Procedures

Needs and Services Plan

Modifications to Needs and Services Plan

Acceptance and Retention Limitations

Eviction Procedures

Client Records

Personal Rights

Health-Related Services

Observation of the client

Food Service

Personal Services

Responsibility for Providing Care and Supervision

Activities

Resident Councils
Article 7- Physical Environment:
Buildings and Grounds
Outdoor Activity Space
Indoor Activity Space
Fixtures
Furniture
Equipment and Supplies

- b) Program Requirements of Title 9, Article 3.5, Sections 531 - 533, Department of Mental Health Community Residential Treatment System Regulations. Title 9, Article 3.5 Section 531 - 533 includes:
- Program Standards and Requirements
 - Service Requirements
 - Medi-Cal Requirements
 - Treatment/Rehabilitation Plan
 - Document Requirements Client Involvement Requirements
 - Physical Environment Requirements
 - Staff Characteristics
 - Qualification and Duty Requirements
 - Administrative Policy and Procedure
- c) Medi-Cal Certification per DMH - 94-4 and 95-04, Short /Doyle Medi-Cal Rehabilitation Option Manual. The Short /Doyle Medi-Cal Rehabilitation Option Manual includes:
- Service Definitions
 - Documentation Requirements
 - Medical and Service Necessity Quality Management System
- d) County's Managed Care Mental Health Plan
- 2) Develop, screen, hire, train, schedule, and supervise appropriate staff. Staffing shall be at a 1:2.5 client ratio during designated special program hours and staff shall meet all qualifications of Title 9 of the California Code of Regulations, Article 3.5, Sections 531. All staff shall possess a valid California Drivers license. At no time shall the staffing/client ratio for the transition home program be jeopardized by other components or programs at the transition home, which are directed by Contractor.
- 3) All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as employee of County, during time they are on duty as employee of Contractor.
- 4) Contractor shall be responsible for paying all employees salaries and associated costs.
- 5) Employees hired by Contractor shall be in good health and good physical condition.
- 6) It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances.

In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.

- 7) All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal Rehabilitation Option Manual and Managed Care.
- 8) Contractor shall be responsible for maintaining compliance with Department of Social Services licensing annual reviews and Department of Mental Health annual program certification reviews and all Short/Doyle Medi-Cal audits.
- 9) Contractor shall operate all components within the County projected budget.
- 10) The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the transition home.

11) Nondiscrimination:

Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- 12) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1252 et seq.).
- 13) 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: 02-03, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services - Cultural Competence Plan Requirements."

STAFFING PLAN, QUALIFICATIONS AND DUTIES:

a) Program Director

Program Director shall be a Licensed Clinical Social Worker, Marriage Family Child Counselor, Licensed Psychologist, or Registered Nurse with 5 years experience in community mental health and three years administrative or management experience. Program Director shall be responsible for the Transition Home and Intensive Case Management for Independent Living Program.

b) Program Manager

Program Manager must be a licensed or licensed eligible mental health professional with five years experience in community mental health services. Program Manager shall, under the direct supervision of the Program Director and commensurate with scope of practice, provide supervision for Transition Home and Intensive Case Management Services. The Program Manager will be present at the residence a minimum of 30 hours a week. The Program Manager will be responsible for providing on the job training as well as arranging for the In-service Program. This supervisor will also arrange the various consultants needed to provide the program richness for the residents' value.

c) Transition Home Staff

All staff must meet Title 22 DSS Community Care Licensing and Title 9 DMH CRTS regulations.

A minimum of 2 staff must be present 24 hours a day. Minimum staff according to licensing regulations will be present during all program hours and additional staff shall be added whenever the census warrants in order to keep a 1:2.5 staff/resident ratio to meet licensing requirements. Minimum staff according to licensing regulations will be available during the hours that residents are expected to be sleeping with additional staff available within 30 minutes in case of an emergency.

Transition Home Staff responsibilities will be to participate with the residents in keeping the facility clean and safe, by role modeling and teaching of daily living skills. They will be responsible to facilitate the house groups devoted to planning of activities for the day, activities of the residents throughout the day and an evening "wrap-up" meeting to provide the residents with the opportunity to review the day, especially focusing on the positive accomplishments of that day. They will also be responsible to assist residents in the planning, shopping, and preparation of the meals, including the clean up following meals. Staff will be responsible to store all medications, assist residents in taking their medications, and record the medications taken.

Any conflicts between residents or between residents and a staff member will be mediated by the Program Manager. In the event a conflict continues, the Program Manager will notify the Program Director, who will be responsible to work out a resolution either personally or through the use of Management at Nevada County Mental Health.

d) Intensive Case Management Staff for Independent Living Program and for Mental Health Services

Staffing for this program may be provided by any of the following commensurate with scope of practice:

- Physician
- Psychologist
- Licensed Clinical Social Worker
- Marriage Family and Child Counselor
- Registered Nurse
- Licensed Vocational Nurse
- Psychiatric Technician
- Mental Health Rehabilitation Specialist
- Staff with a bachelor's degree in a mental health related field
- Staff with two years of Full Time Equivalent Experience (Paid or unpaid) in delivering services in the mental health field.

Staff without bachelor's degree in a mental health field or two years of experience must have all documentation co-signed by a QMHP (Qualified Mental health professional) which includes: licensed Physician or Psychologist, Licensed Clinical Social Worker, Marriage, Family and Child Counselor, Registered Nurse, Licensed Vocational Nurse, Psychiatric Technician, Mental Health Rehabilitation Specialist. Staffing shall meet Medi-Cal requirements for staff/client ratio of at least one QMHP or Occupational Therapist.

A clear audit trail shall be maintained for staff who function as Case Managers; Day Rehabilitation staff; Transition Home Staff and in other capacities.

Case Management Staff responsibilities in the Independent Living Program will include: Rehabilitation Services; Linkage and Consultation; Placement Services as needed; meeting with Individual's in Independent Living Program at least once daily.

e) Transportation Services

Augment transportation services to provide periodic transportation for non-acute behavioral health clients who may be residents of Odyssey House and/or consumers or other behavioral health services as requested by Behavioral Health Director or his designee.

The Contractor shall lease two vehicles, which may be used for performance of transportation services pursuant to this Contract.

Contractor shall assure that vehicles are not operated with any known safety or mechanical defect. Contractor shall be responsible for arranging for routine maintenance and any needed repairs to vehicles during the term of this agreement. The County reserves the right to inspect these vehicles at any time on an unrestricted basis.

Contractor shall maintain a Commercial Automobile Liability Insurance policy for the duration of this contract which covers each and every vehicle used for transportation services pursuant to this contract, including coverage for the leased vehicles as listed. Said insurance policy shall be in complete compliance with Section (§7.), Automobile Liability Insurance, of this contract.

Contractor shall be held responsible for the operation of the above-specified vehicles by their employees, and any other vehicle his employees may use in performance of services under this agreement.

B. Transition Home Program

Contractor shall provide structured day and evening services available seven (7) days a week. Services shall include but not be limited to:

1. Independent living skills;
Goals of the daily living skill program are to assist the Individuals served in developing the skills necessary to:
Obtain and maintain independent living.
Provide them with a clean, safe environment.
Budget their financial resources to provide nutritious food and adequate recreational outlets.
Prepare nutritious meals.
2. Individual and group counseling;
3. Crisis intervention;
4. Planned activities;
5. Counseling, with available members of the client's family, when indicated in the client's treatment/rehabilitation plan;
6. The development of community support systems for clients to maximize their utilization of non-mental health community resources;
7. Pre-vocational or vocational counseling;
8. Client advocacy, including assisting clients to develop their own advocacy skills;
9. An activity program that encourages socialization within the program and mobility within the general community, and which links the client to resources which are available after leaving the program; and
10. Use of the residential environment to assist clients in the acquisition, testing, and/or refinement of community living and interpersonal skills.
11. Residents will generally be expected to have attained sufficient knowledge of the need for medications and the safe administration and storage of these medications.
12. Provide case management and psychiatric services for transition home clients which will be compliant with Medi-Cal certification.
13. Identify and procure supplies needed for continued operation of transition home as approved by County Behavioral Health Director and provide County with a list of all needed items, following County purchasing procedures.

14. Maintain the transition home on an ongoing basis for client occupancy.
15. Immediately notify the County in regard to damages or needed repairs.
16. Schedule appointments with County for prospective referrals to have an opportunity to visit transition home prior to placement.
17. Review records of all referrals to transition home and do a face to face interview prior to Placement Team meetings. Contractor shall make his recommendations to the Placement Team.
18. Attend all meetings or other meetings as necessary with the County pertaining to the functioning of the transition home.
19. Agrees to accept for admission all clients screened and recommended by the County Mental Health Placement Team or for temporary, after-hours admissions approved by the Program Manager or his/her designee and the Crisis Team Supervisor.

The Transition Home will be flexible and will meet county bed needs, as determined by county Placement Committee or Crisis Team.

1) **Traditional Transition Home Placements:**

Individuals considered for this type of placement will usually be individuals who have decompensated and would likely require hospitalization without 24-hour assistance, or individuals from a higher level of care such as an Institutions for Mental Diseases (IMD) facility, or psychiatric hospital who are ready to transition toward more independent living.

The individual accepted into this type of placement must have a medical clearance within 30 days after admission to the facility unless an exam has been completed within 3 months prior to admission and a copy of this exam must be presented prior to admission.

All placements during regular working hours shall be authorized by the County Behavioral Health Clinical Supervisor or Program Manager or Designee. A placement after hours will be authorized by the Program Manager, Program Director or designee and the Crisis Team Supervisor until the next working day at which time contact will be made with County Service Team for further authorization.

The individual accepted into this type of placement must have a medical exam completed within 3 months prior to admission and a copy of this exam must be presented prior to admission.

Contractor shall link these individuals to the Behavioral Health System. Every resident admitted to this program for longer than a month is required to apply for a low income housing apartment, HUD voucher, Section 8 voucher, or other housing by the end of the second month. This requirement may only be exempted by the County Program Manager or his/her designee.

General Criteria for all Placements:

No individual will be accepted for any type of long-term placement (outside of after-hours, temporary admissions) unless individual has been authorized by the County's Program Manager, Supervisor, designees. Any change in services shall be authorized by these individuals, as well.

No individual will be accepted for any type of placement if he/she is not fully ambulatory.

No individual will be accepted for admission if he/she is seen to be a potential threat to the safety of the community, the other residents or staff or have a history of repeated assaultive behavior.

All individuals accepted for residency shall be free of any communicable disease.

C. Mental Health Services:

Mental Health Services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the Individual's goals/desired results/ personal milestones and must be pre-authorized by County's Access Team.

Service Activities:

a. Assessment

Assessment is a clinical analysis of the history and current status of the Individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures.

b. Evaluation

Evaluation is an appraisal of the Individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.

c. Collateral

Contact with one or more significant support persons in the life of the Individual which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the Individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the Individual can be considered collateral.

d. Therapy

Therapeutic interventions consistent with the Individual's goals/desired results/personal milestones which focus primarily on symptom reduction as a means to improve functional impairments. This service activity may be delivered to an Individual or group of Individuals, and may include family therapy.

e. Plan Development

Plan Development may include any or all of the following:

- Development of coordination plans, treatment plans or service plans
- Approval of plans
- Verification of medical or service necessity
- Monitoring of Individual's progress.

Site and Contact Requirements:

Mental Health services may be either face-to-face or by telephone with the Individual or significant support persons and may be provided anywhere in the community. In the unusual circumstances where the Individual and/or significant other is not present, plan development activities are reimbursable without a face-to-face or phone contact.

Billing Unit:

The billing unit for Mental Health Services is staff time, based on minutes of time.

Lockouts:

Mental Health Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facilities are reimbursed, except on the days of admissions to either service.

Providers may not allocate the same staff's time under the two cost centers of Adult Residential and Mental Health Services for the same period of time.

Mental Health Services are not reimbursable when provided during the same time that Crisis Stabilization-Emergency Room or Urgent Care is provided.

D. Independent Living Component:

Contractor shall discuss, at time of admission to transition home, discharge options. Thirty to sixty days prior to discharge, contractor shall define those case management options and how client can make best use of options, setting up targets dependent upon client's need, having client sign his/her discharge plan. Contractor shall report to County Team member regarding clients who need Independent Living. Placement Committee shall review for appropriateness of placement and advise Contractor of their decision. Contractor shall not place client in Independent Living Component without authorization of Service Team. Contractor will follow clients after discharge from transition home, providing case management and mental health rehabilitation services, while client is in the Independent Living Component.

Intensive Case Management services are mental health rehabilitation activities which may include:

- 1) **Rehabilitation Services:** These services may include any or all of the following:

- Assistance in restoring or maintaining an Individual's or group of Individual's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, and support resources.
 - Counseling of the Individual and/or family.
 - Medication education
- 2) Linkage and Consultation - The identification and pursuit of resources including but not limited to the following:
- Interagency and intra-agency consultation, communication, coordination, and referral.
 - Monitoring service delivery to ensure an individual's access to service and service delivery system.
 - Monitoring of the individual's progress
 - Plan development.
- 3) Placement Services - Supportive assistance to the individual in the assessment, determination of need and securing of adequate and appropriate living arrangements, including, but not limited to the following:
- Locating and securing an appropriate living environment
 - Locating and securing funds
 - Pre-placement visits(s)
 - Negotiation of housing or placement contracts
 - Placement and placement follow-up
 - Accessing services necessary to secure placement to help individuals access medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals.

NOTE: Case Management/Brokerage is not skill development, assistance in daily living, or training an Individual to access services him/herself.

Site and Contact Requirements:

Services may be either face-to-face or by telephone with the Individual or significant support persons and may be provided anywhere in the community.

Billing Unit:

The billing unit for Case Management/Brokerage is staff time, based on minutes of time.

Lockouts:

On the day the Individual receives Case Management/Brokerage, Inpatient Services may not be billed, with the following exceptions:

- The day of Inpatient admission may be billed.
- Placement services allowable under the guidelines listed below under "Institutional Reimbursement Limitations" may be billed.

Institutional Reimbursement Limitations:

While an Individual is in an institutional setting, SD/MC reimbursement is limited to placement services in the following cases:

- Individuals in Medi-Cal eligible inpatient hospitals.
- Individuals in Medi-Cal eligible nursing facilities.
- Individuals in Institutions for Mental Diseases (IMD) who are 21 years of age or younger and 65 years of age or older. (Individuals in an IMD between 22 and 64 years of age are not eligible for Medi-Cal.)

Reimbursement is subject to the following conditions:

- Placement services which are provided within thirty (30) calendar days immediately prior to the Individual's discharge from the facility.
- Placement services provided over a maximum of three non-consecutive periods of thirty (30) days or less per uninterrupted institutional stay.

NOTE: Psychiatric Health Facility Services are not subject to Case Management / Brokerage Institutional Reimbursement Limitations.

Contractor shall provide In-service training. All staff will receive the following In-Service within 60 days of their employment:

Basic First Aid
Fire Prevention Training
Disaster Plan Training
Admission criteria and assessment procedures
Recording Procedures, including:
 development and updating of needs and service plans,
 principles of resident record keeping
Reporting Responsibilities
Living Skills Teaching Techniques
Basic Conflict Resolution Training
Medication handling, side effects and signs of over-medicating

All staff will receive a minimum of 20 hours of In-Service per year. Topics will be relevant to the needs of the residents. Some examples of this training follow:

Basic knowledge of mental disorders
Counseling skills, including:
 individual
 group
 pre-vocational
 job counseling skills
Understanding Schizophrenia
Understanding Depression
Working with the multiple diagnosed individual

Principles of Substance Abuse
Medication usage
Working with the Borderline individual
Communication skills
Therapeutic exercises
Leisure time usage
Handling suicide threats or actions
Crisis management
Discharge planning
Knowledge of community services and resources
Principles of good nutrition including:
 proper food preparation and storage
 menu planning

All in-service training shall be documented for each employee. These may be provided through video presentations, classroom instruction, oral presentations, audiovisual presentations, audio tape presentations, or performing the duties under the direct supervision of an instructor.

II. COUNTY RESPONSIBILITIES:

The County shall:

Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

Make available all pertinent data and records for review.

Provide a Placement Team to determine client admissions to the transition home. Placement Team will meet on an as needed basis.

County staff shall review records and do face to face interview of all prospective referrals and make recommendations to County Placement Team.

Provide a treatment plan that outlines various service and other requirements that clients must attend during the week. Various groups at Behavioral Health, its contractors, and in community shall be available to all transition home residents as appropriate.

Assist in transportation of transition home clients on an as needed basis.

Provide liaison to meet regularly with transition home staff to determine client needs and program functioning.

Provide crisis services to transition home clients and consultation to transition home staff.

Assign a case manager to all transition home placements prior and following actual placement, as needed.

County may arrange appointment with Contractor to allow prospective referral an opportunity to visit transition home prior to placement.

III. JOINT RESPONSIBILITIES:

Contractor and Behavioral Health Program Manager or designee shall meet weekly to review transition home program issues, including but not limited to: Admissions, discharges, placement following discharge, projected length of stay for each client, designated special program hours and level of staffing.

Contractor and Behavioral Health Program Manager or designee agree to meet quarterly to review expenses and budget status and to re negotiate budget projections if necessary.

Contractor and Behavioral Health Director shall provide Quality Improvement training and shall monitor records to assure compliance.

Contractor and Behavioral Health agree to comply with County's Fair Hearing and Beneficiary Problem Solving Policy. The parties to this contract shall comply with applicable laws, regulations and State policies relating to patients' rights.

Share joint responsibilities for review of all adverse incidents and unusual occurrences.

Develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding services.

IV. EVALUATION:

At 6-month intervals, the County shall do a Program Review, which shall include evaluation of:

- Cost effectiveness
- Program's ability to meet individual client's treatment goals and objectives
- Follow-up of appropriateness of client's placement outside of transition home.
- Analysis of impact on out-of-county placements and acute care costs.
- Review of personnel records to assure compliance with Title 9.

County shall submit report of finding and recommendation to Contractor, who shall respond in writing within 30 days.

V. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required for Nevada County programs to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by 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 mail points of contact with County for training and help desk issues, as

well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

- Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.

VI. CONTRACTOR RESPONSIBILITIES-FY 20-21 ONLY FACILITY FURNISHING

Contractor shall provide staff support and direct purchase of furnishings for the remodel of the Odyssey House. This will include procurement of furnishings for but not limited to seven bedrooms, alternate therapy room/bedroom, staff office, two restrooms, life skills/other room, dining room, kitchen and shared lounge space.

When making recommendations and/or purchases for furniture, fixtures and materials, design factors such as function, infection control, ADA and life safety requirements, user needs, energy use, building codes, durability, and aesthetics will be considered as will prudent cost saving principles.

Before the purchase of any furnishings or materials in an amount greater than \$100 contractor will obtain prior permission from the County Behavioral Health Director or Administrative Services Officer supporting Behavioral Health. Any items purchased at \$100 or more will be property of Nevada County.

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.

Furnishings and related materials for the refurbishing of the Odyssey House in excess of \$100 require prior permission from the County Behavioral Health Director or Administrative Services Officer supporting Behavioral Health.

The maximum contract price shall not exceed \$1,646,637 and is based on the following projected budget:

Category	FY 18-19	FY 19-20	FY 20-21
Program Costs:			
- Wages/Salaries	\$325,260	\$331,765	\$347,356
-Overnight Benefit	12,000	12,000	12,000
- Payroll Taxes (10%)	32,526	33,177	33,840
- W/C Insurance (6.5%)	21,142	21,565	21,996
- Wages/Salaries (Benefits @1%)	4,879	4,976	5,076
- Vehicle Lease Payments	9,600	9,600	9,600
- Vehicle Insurance	6,150	6,273	6,398
- Vehicle Fuel	2,450	2,499	2,549
- Vehicle DMV Fees	850	867	884
- Vehicle Maintenance	450	459	468
- Miscellaneous	3,832	4,341	53,793
Ancillary Costs:			
- Mileage Reimbursements	1,500	1,530	1,561
- Accounting Fees	14,637	14,930	22,229
-Payroll Processing Fees	1,789	1,825	1,862
- Bank Fees/LOC Fees	300	306	312
- Liab/Mal Insurance	7,318	7,464	7,613
- Interest Expense	2,602	2,654	2,707
Administrative Fees	44,729	45,623	53,025
Total Expenses & Fees	\$492,014	\$501,854	\$583,269
Furnishings:			
-Assembler			2,926

-Furnishings			65,000
-Other			80
Ancillary Costs:			
-Accounting Fees			1,000
-Payroll Processing Fees (0.5%)			13
-Liab/Mal Insurance (2.25%)			56
-Interest Expense (1%)			25
Administration Fee (fixed)			400
Total Furnishing Expenses	\$ -	\$ -	\$ 69,500
Grand Total All Programs	\$ 492,014	\$ 501,854	\$ 652,769

Administrative services billed shall not exceed 10% of the accrued monthly cost. Should the Contractor expect expenditures within the three major categories in the budget listed above to change, Contractor shall notify and review such changes with the Director of Behavioral Health. Behavioral Health at its sole discretion may approve any budget line item changes.

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 monthly invoices to:

Nevada County Behavioral Health
Attn: Fiscal Staff
500 Crown Point Circle, 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.