

**AGREEMENT FOR SERVICES 378-S1010
AMENDMENT II**

Psychiatric Health Facility Services

THIS AMENDMENT II to that Agreement for Services 378-S1010, made and entered into by and between Placer County, a political subdivision of the State of California (hereinafter referred to as “Placer”) and County of El Dorado Health and Human Services Agency, Mental Health Division, which operates a Psychiatric Health Facility (hereinafter referred to as “El Dorado”);

RECITALS

WHEREAS, El Dorado has been engaged by Placer to provide inpatient psychiatric hospital care and maintenance services for persons with mental disorders (“Client” or “Clients”) in accordance with Agreement for Services 378-S1010, effective July 1, 2010, and Amendment I to said Agreement dated November 15, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the County of El Dorado Health Services Department, Mental Health Division has been reorganized and is now known as the County of El Dorado Health and Human Services Agency, Mental Health Division; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III - Compensation for Services, Article XIII – Notice to Parties, and Article XVI – Administrator;** and

WHEREAS, the parties hereto have mutually agreed to add **Article XIX – Cultural Competence.**

NOW THEREFORE, the parties do hereby agree that Agreement for Services 378-S1010 shall be amended a second time as follows:

- 1) All references in the original agreement to the “El Dorado County Health Services Department, Mental Health Division” shall be deemed to refer to the “County of El Dorado Health and Human Services Agency, Mental Health Division.”
- 2) Article III shall be amended in its entirety to read as follows:

**ARTICLE III
Compensation:**

- 1. **Rates for Services:** In consideration for El Dorado providing inpatient psychiatric services to Placer’s patients pursuant to this Agreement, Placer shall pay El Dorado \$650.00 per day

plus 15% administrative fee for a total of \$747.50 per day. The rate shall be inclusive of medications, psychiatrist's time, laboratory work and court costs. The full per-day rate shall apply to the day of admission regardless of the time of admission and excludes the day of discharge. There is no reduced administrative day rate.

2. Patient Billing:

- a. El Dorado will bill Medi-Cal and any other applicable State, Federal, or private sources available at the time services are performed.
- b. Placer will be charged the contracted rate less a credit for anticipated payments due to El Dorado as stated in the above paragraph a.
- c. Inpatient days that cannot be billed pursuant to the above paragraph a shall remain the financial responsibility of Placer at the contracted rate.
- d. Any credit provided to Placer for billing per the above paragraph a that is subsequently disallowed shall be immediately reimbursed by Placer to El Dorado.

- 3. Transportation Costs:** All transportation costs to and from El Dorado's facility for medical care and clearance are the responsibility of Placer. Placer shall reimburse El Dorado for transportation costs incurred by El Dorado in implementing a discharge plan authorized by Placer. In consideration of El Dorado providing transportation of Placer Clients, Placer shall pay El Dorado \$25.00 per hour/per driver plus mileage at the federal mileage reimbursement rate in effect at the time of transportation.

Payments by Placer to El Dorado shall be made within forty-five (45) days of receipt of invoice.

The total amount of this agreement shall not exceed \$100,000 per fiscal year (July 1 through June 30), commencing with fiscal year 2011-12.

- 3) Article XIII shall be amended in its entirety to read as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notice to El Dorado shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Or to such other location as El Dorado directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Placer shall be addressed as follows:

PLACER COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
3091 COUNTY CENTER DRIVE, SUITE 290
AUBURN, CA 95603
ATTN: RICHARD J. BURTON, M.D., M.P.H., DIRECTOR

Or to such other location as Placer directs.

4) Article XVI shall be amended in its entirety to read as follows:

ARTICLE XVI

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement on behalf of El Dorado is Cheree Haffner, Manager of Mental Health Programs, Health and Human Services Agency, Mental Health Division, or successor.

The Placer County Officer or employee with responsibility for administering this Agreement on behalf of Placer is Maureen Bauman, Client Services Director, Department of Health and Human Services, Adult System of Care, or successor.

5) Article XIX shall be added as follows:

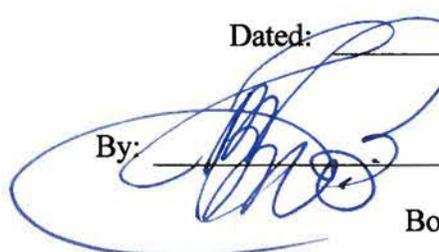
ARTICLE XIX

Cultural Competence: El Dorado shall provide services pursuant to this Agreement in accordance with current state statutory, regulatory, and policy provisions related to cultural and linguistic Cultural Competence Plan Requirements (CCPR), which establishes new standards and criteria for the entire part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, or Realignment.

Except as herein amended, all other parts and sections of that Agreement 378-S1010 and any amendments thereto shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services 378-S1010 on the dates indicated below.

--COUNTY OF EL DORADO--

Dated: 7/30/13
By:  _____
Ron Briggs, Chair
Board of Supervisors
"El Dorado"

Attest: James S. Mitrisin
Clerk of the Board of Supervisors

By:  _____ Dated: 7/30/13
Deputy

--COUNTY OF PLACER--

By:  _____ Dated: 6-24-13
Richard J. Burton, M.D., M.P.H., Director
Placer County Health and Human Services

APPROVED AS TO FORM:
Office of Placer County Counsel

By:  _____ Dated: 5-8-17

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