

AGREEMENT FOR SERVICES #8093
AMENDMENT I

This First Amendment to that Agreement for Services #8093, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Compassion Valley LLC, a California Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 5410 White Lotus Way, Elk Grove, California 95757, (hereinafter referred to as "Provider");

RECITALS

WHEREAS, Provider has been engaged by County to provide residential treatment services at a licensed Social Rehabilitation Facility (SRF) for adults identified as eligible for Full Service Partnership services, with serious mental illness (hereinafter referred to as "Client" or "Clients") in licensed community care facilities on an "as requested" basis, pursuant to Agreement for Services #8093, dated January 9, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include a new fee schedule for the remaining term of the Agreement, amending **ARTICLE 2, General Provisions, Section 3, Compensation for Services**, and adding Amended **Exhibit B**, marked "Amended Provider Rates" and **Exhibit F**, marked "Bed Hold Authorization Form";

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE 2, General Provisions, Section 6, Notice to Parties, ARTICLE 4, Authorization and Documentation Provisions , Section 1, Service Authorization** and **ARTICLE 16, Contract Administrator**, to update standard contract language;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement 8093.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Provider mutually agree to amend the terms of the Agreement in this First Amendment to Agreement 8093 on the following terms and conditions:

1) ARTICLE 2, General Provisions, Section 3, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

3. COMPENSATION FOR SERVICES

- A. Rates:** For the purposes hereof, for the period beginning July 1, 2023, and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Provider Rates," incorporated herein and made by reference a part hereof. For the period beginning with the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Provider Rates," incorporated herein and made by

reference a part hereof. Notice of rate changes shall be submitted, in writing, to the address noted in ARTICLE 2, General Provisions, 6. Notice to Parties. Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County Health and Human Services Agency's (HHSA) written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

- B. **Bed Holds:** Holding a bed while a Client is absent from the facility shall require written authorization by the County Contract Administrator in the form of a Bed Hold Authorization form, attached hereto as Exhibit F marked, "Bed Hold Authorization," incorporated herein and made by reference a part hereof. Bed holds shall be paid at the same rate as if Client were present at the facility, as established in Amended Exhibit B. In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHSA Director or designee.
- C. **Invoices:** It is a requirement of this Agreement that Provider shall submit an original invoice, similar in content and format with the Invoice Template available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>, and incorporated by reference herein. Invoices shall follow the format specified by County Behavioral Health and shall reference this Agreement number on their faces and on any enclosures or backup documentation.
1. **Medi-Cal Billing** shall be performed in a Two-Step Process wherein Provider shall upload to County's Secured File Transfer Protocol (SFTP) server an Excel data file and draft invoice to County for review and approval:

Step One: Provider shall submit an Excel data file with columns as identified below. To avoid federal and state HIPAA violations, County requires that Providers submit client's protected private health information (PHI) via the County's SFTP server, or by using a secured and encrypted email protocol in compliance with HIPAA security regulations. To gain access the County's SFTP server, please email: HHSA-Billing@edcgov.us.

The Excel data file shall include the following information:

- a) First Name
- b) Last Name
- c) Date of Service
- d) Service Code
- e) Practitioner Name
- f) Units/Duration
- g) Billed Amount

Step Two: County will perform a review and approval of the submitted Excel data file and notify Provider of services approved for billing. Upon approval by County, Provider shall follow Invoice Submittal/Remittance instructions as identified below in Section D.

- D. **Invoice Submittal/Remittance (All Services and Dedicated Beds):** Provider shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Provider obtains written approval from the HHSA Director or designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Provider provides services in accordance with ARTICLE 2, General Provisions, 2. Scope of Services.

Invoices must include the following information:

1. County Issued Agreement Number
2. Provider Name and Address
3. Service Month
4. Invoice Total
5. Service totals (Units and Cost total per service code).
6. Provider Contact Information
7. Contract Administrator-approved PDR that is emailed to Provider by County Billing

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
BHinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

For all satisfactory services provided herein, County agrees to pay Provider monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

- a) **Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.
- b) For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSA's Agency Chief Fiscal Officer.

- c) **Denied Invoices:** Payments shall be made in the amount of the Provider's total claim, minus the amount of denied services. County will submit to Provider the amount of denials received for the prior months' services, as identified on documents received from the State. Provider shall make adjustment for denials on Provider's next submitted invoice.

E. **Mental Health Act Services (MHSA) Funding:** Provider acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services (MHSA) funding in the County's Performance Contract Agreement 21-10079, or as amended or replaced, available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Provider-Resources>, and as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and Provider agrees to comply with the provisions in Section 5650 through 5667.

1. **Disallowed Costs:** The Provider shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Behavioral-Health/Mental-Health-Services-Act-MHSA/MHSA-Plans>.

2) **ARTICLE 2, General Provisions, Section 6, Notice to Parties,** of the Agreement is amended in its entirety to read as follows:

6. **NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
HHSA-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
procon@edcgov.us

or to such other location or email as the County directs.

Notices to Provider shall be addressed as follows:

COMPASSION VALLEY LLC
5410 White Lotus Way
Elk Grove, CA 95757
ATTN: Executive Director
iezeani@cpbh.net

or to such other location or email as the Provider directs.

3) ARTICLE 4, Authorization and Documentation Provisions, Section 1, Service Authorization of the Agreement is amended in its entirety to read as follows:

1. SERVICE AUTHORIZATION

- A. Provider will collaborate with County to complete authorization requests in line with County and DHCS policy.
- B. Provider shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- C. Provider shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- D. County shall provide Provider with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- E. Provider shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.
- F. **Bed Holds:** Holding a bed while a Client is absent from the contracted facility shall require written authorization by the County Contract Administrator, or HHSA Behavior Health Division staff member, utilizing the form Exhibit F, marked "Bed Hold Authorization" attached hereto, incorporated herein and made by reference a part hereof.


4) ARTICLE 16, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE 16. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Christianne Kernes, LMFT, Deputy Director, Health and Human Services Agency, Behavioral Health Division, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Provider with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Except as herein amended, all other parts and sections of that Agreement #8093 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Christianne Kernes (Oct 17, 2024 12:24 PDT) Dated: 10/17/2024
Christianne Kernes, LMFT
Deputy Director
Health and Human Services Agency, Behavioral Health Division

Requesting Department Head Concurrence:

By:  Olivia Byron-Cooper (Oct 17, 2024 13:13 PDT) Dated: 10/17/2024
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8093 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Michele Weimer
[Michele Weimer \(Oct 18, 2024 16:19 PDT\)](#)
Purchasing Agent
Chief Administrative Office
"County"

Dated: 10/18/2024

-- COMPASSION VALLEY LLC --

By: Ifeanyi Ezeani
[Ifeanyi Ezeani \(Oct 17, 2024 15:03 PDT\)](#)
Ifeanyi Ezeani
Executive Director
"Provider"

Dated: 10/17/2024

**Compassion Valley LLC
Amended Exhibit B
Amended Provider Rates**

Provider shall observe and comply with all lockout and non-reimbursable service rules, as outlined in the most recent version of the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or as amended.

A. Daily Rate: per person rate to be billed daily.

Residential Daily Rate	Unit	Rate
Rate	Per day/per client	\$375.00

1. **Bed Hold:** Requests for bed holds shall be made on an individual basis by County with a maximum hold of fourteen (14) days unless prior arrangements are made. The Bed Hold rate shall be equal to the Residential Daily Rate.

B. Specialty Mental Health Services (SMHS)

Rates for SMHS outpatient services are to be billed to the County at the following rates per provider taxonomy.

Taxonomy	Unit	Rate
Psychiatrist/MD	15 minutes	\$261.73
Physician's Assistant (PA)	15 minutes	\$117.38
Mental Health Rehab Specialist (MHRS)	15 minutes	\$51.25
Nurse Practitioner (NP)	15 minutes	\$130.16
Registered Nurse (RN)	15 minutes	\$106.31
Licensed Vocational Nurse (LVN)	15 minutes	\$59.57
Psychiatric Technician	15 minutes	\$51.07
99212 Established Patient Eval - Psychiatrist/MD	10-19 minutes	\$261.73
99212 Established Patient Eval – Nurse Practitioner (NP)	10-19 minutes	\$130.16
99212 Established Patient Eval – Physician's Assistant (PA)	10-19 minutes	\$117.38

99213 Established Patient Eval - Psychiatrist/MD	20-29 minutes	\$436.21
99213 Established Patient Eval - Nurse Practitioner (NP)	20-29 minutes	\$216.93
99213 Established Patient Eval – Physician’s Assistant (PA)	20-29 minutes	\$195.63
99214 Established Patient Eval - Psychiatrist/MD	30-39 minutes	\$610.70
99214 Established Patient Eval - Nurse Practitioner (NP)	30-39 minutes	\$303.71
99214 Established Patient Eval – Physician’s Assistant (PA)	30-39 minutes	\$273.89
99215 Established Patient Eval - Psychiatrist/MD	40-54 Minutes	\$820.09
99215 Established Patient Eval - Nurse Practitioner (NP)	40-54 Minutes	\$407.83
99215 Established Patient Eval – Physician’s Assistant (PA)	40-54 Minutes	\$267.79
99202 New Patient Eval - Psychiatrist/MD	15-29 minutes	\$383.87
99202 New Patient Eval - Nurse Practitioner (NP)	15-29 minutes	\$190.90
99202 Established Patient Eval – Physician’s Assistant (PA)	15-29 minutes	\$172.16
99203 New Patient Eval - Psychiatrist/MD	30-44 minutes	\$645.60
99203 New Patient Eval - Nurse Practitioner (NP)	30-44 minutes	\$621.06
99203 Established Patient Eval – Physician’s Assistant (PA)	30-44 minutes	\$289.54
99204 New Patient Eval - Psychiatrist/MD	45-59 minutes	\$907.33
99204 New Patient Eval - Nurse Practitioner (NP)	45-59 minutes	\$451.22
99204 Established Patient Eval – Physician’s Assistant (PA)	45-59 minutes	\$406.92
99205 New Patient Eval - Psychiatrist/MD	60-74 minutes	\$1,169.06

99205 New Patient Eval - Nurse Practitioner (NP)	60-74 minutes	\$581.38
99205 Established Patient Eval – Physician’s Assistant (PA)	60-74 minutes	\$524.30

**Compassion Valley LLC
Exhibit F
Bed Hold Authorization**

**County of El Dorado
Health and Human Services Agency
Behavioral Health Division**

Resident: _____

Reason for Absence from Facility:

I, _____, authorized representative for County of El Dorado Health and Human Services Agency, Behavioral Health Division do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Authorized Representative

Public Guardian / Payee:

Resident: _____

Reason for Absence from Facility:

I, _____, do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Public Guardian / Payee