

AGREEMENT 195-M1011
AMENDMENT II
Psychiatric Health Facility Services

This Amendment II to that Agreement for Services 195-M1011 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 “El Dorado” and “County”) and Nevada County, also a political subdivision of the State of California (hereinafter referred to as “Nevada”).

RECITALS

WHEREAS, El Dorado has been engaged by Nevada to provide acute inpatient psychiatric health facility care and maintenance services for persons with mental disorders (“Client” or “Clients”) in accordance with Agreement for Services 195-M1011, effective July 1, 2009, and Amendment I to that Agreement dated November 5, 2013, incorporated herein and made by reference part hereof; and

WHEREAS, in accordance with the current mental health legislation, Nevada has been charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, El Dorado has the facilities and the ability to be certified and staffed to provide psychiatric health facility services for mentally disordered persons; and

WHEREAS, it is the responsibility of El Dorado to assure that the psychiatric health facility services rendered to patients admitted to El Dorado’s facility are consistent with state and federal laws; and

WHEREAS, the parties hereto have mutually agreed to increase the maximum contractual obligation of this Agreement, thereby amending **ARTICLE III – Compensation for Service**

NOW THEREFORE, the parties do hereby agree that Agreement for Services 195-M1011 shall be amended a second time as follows:

- 1) **ARTICLE III** shall be amended in its entirety to read as follows:

ARTICLE III

Compensation:

- A. Rates for Services: In consideration for El Dorado providing inpatient psychiatric services to Nevada’s patients pursuant to this Agreement, Nevada shall pay El Dorado the Short-Doyle/Medi-Cal (“SD/MC”) Statewide Maximum Allowance (“SMA”) Psychiatric Health Facility (“PHF”) rate in effect at the time of service plus 15%, rounded up to the nearest whole dollar. Should the State discontinue providing the PHF SMA rate, the rate charged by El Dorado will remain at the last available PHF SMA rate plus 15%, rounded up to the nearest whole dollar, pending any amendment by the parties. The rate shall be inclusive of medications, psychiatrist’s time, laboratory work, and court costs. The full per-day PHF rate shall apply to the day of admission regardless of the time of admission. There is no reduced administrative day rate. Payment is due at the aforementioned PHF rate from Nevada for each day that client is at the facility, including the day of admission, excluding the day of discharge.
- B. Patient Billing:
 - 1. El Dorado will bill Medi-Cal and any other applicable State, Federal, or private sources available at the time services are performed.
 - 2. Nevada shall be charged the contracted rate less a credit for anticipated payments due to El Dorado as stated in section B.1.
 - 3. Inpatient days that cannot be billed pursuant to section B.1 shall remain the financial responsibility of Nevada at the contracted rate.
 - 4. Any credit provided to Nevada for billing per section B.1 that is subsequently disallowed shall be reimbursed by Nevada to El Dorado.
- C. Transportation Costs: All transportation costs to and from El Dorado’s facility for medical care and clearance are the responsibility of Nevada. Nevada shall reimburse El Dorado for transportation costs incurred by El Dorado in implementing a discharge plan authorized by Nevada. In consideration for El Dorado’s providing transportation for Nevada patients, Nevada shall pay El Dorado \$25.00 per hour/per driver plus mileage at the then in effect federal mileage reimbursement rate.
- D. Payments to El Dorado shall be made by Nevada within 45 days of receipt of invoice.
- E. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

| Mail invoices to: | Mail remittances to: |
|--|---|
| Nevada County Behavioral Health Dept. 500 Crown Point Circle, Suite 120 Grass Valley, CA 95945 Attn: Fiscal Staff | Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Fiscal Unit |

- F. The maximum contractual obligation of this Agreement shall not exceed \$75,000 per fiscal year (July 1 through June 30) for the period of July 1, 2009 through June 30, 2012.
- G. The maximum contractual obligation of this Agreement shall not exceed \$180,000 per fiscal year (July 1 through June 30) for the period of July 1, 2012 through June 30, 2014.

Except as herein amended, all other parts and sections of that Agreement 195-M1011, and any amendments thereto, shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Patricia Charles-Heath Dated: 6/4/14
Cheree Haffner, Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:


By: Don Ashton Dated: 6/5/14
Don Ashton, M.P.A., Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services 195-M1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/17/14


By: 
Norma Santiago, Chair
Board of Supervisors
"El Dorado"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By:  Dated: 6/17/14
Deputy Clerk

-- COUNTY OF NEVADA --

Dated: 6/17/14

By: 
Nathan H. Beason, Chair
Board of Supervisors
"Nevada"

ATTEST:
Donna Landi
Clerk of the Board of Supervisors

By:  Dated: 6-17-14
Deputy Clerk

Approved as to Form:
Office of the County Counsel
County of Nevada

By: 