

AGREEMENT FOR SERVICES 379-183-M-E2010
AMENDMENT II

This Amendment II to that Agreement for Services 379-183-M-E2010, 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 North Valley Behavioral Health, LLC; (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide acute psychiatric inpatient services for mentally disordered adults, in accordance with Agreement for Services 379-183-M-E2010, dated December 15, 2010, and Amendment I to that Agreement, dated June 3, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department has been reorganized and is now known as Health Services, a Department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original Agreement, thereby amending Article II - Term; and

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed amount of the original Agreement and to incorporate the new County Medical Services Program known as Path2Health, thereby amending Article III - Compensation; and

WHEREAS, the parties hereto have mutually agreed to modify the language regarding Records Retention, thereby amending Article X - Record Retention; and

WHEREAS, the parties hereto have mutually agreed to update contact information, thereby amending Article XVII - Notice to Parties and Article XXVI - Administrator;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 379-183-M-E2010 shall be amended a second time as follows:

1) All references in the original agreement to the "County Health Services Department" or "HSD" shall be deemed to refer to the Health Services Department of the Health and Human Services Agency.

2) Article II shall be amended in its entirety to read as follows:

Article II. TERM

This Agreement shall be effective August 1, 2010 and shall expire June 30, 2013, unless terminated earlier pursuant to provisions under Article XV or Article XVI herein.

3) Article III, Compensation for Services, Section 3.05 shall be amended in its entirety to read as follows:

Section 3.05 For all patients who are admitted with coverage under the County Medical Services Program (CMSP) including the traditional CMSP program and the Path2Health program, the following payment procedures will apply:

- a. CONTRACTOR will bill Anthem Blue Cross for CMSP or Path2Health inpatient days as applicable.
- b. For COUNTY patients who are CMSP or Path2Health members, COUNTY will be charged the rate set forth in Section 3.01, less a credit for payment due from CMSP.
- c. Inpatient days that cannot be billed to CMSP or Path2Health shall remain the financial responsibility of COUNTY at the rate set forth in Section 3.012.
- d. Any credit provided to COUNTY for a CMSP or Path2Health billing that is subsequently disallowed shall be reimbursed by COUNTY to CONTRACTOR.

4) Article III, Compensation for Services, Section 3.08 shall be amended in its entirety to read as follows:

Section 3.08 The total not-to-exceed amount of this Agreement shall be \$431,000 for the term of this Agreement.

5) Article X shall be amended in its entirety to read as follows:

Article X. RECORDS RETENTION

CONTRACTOR agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized COUNTY, State or Federal agencies, or their duly authorized representatives, at all reasonable times at CONTRACTOR's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable

to such book or record keeping, for a term of at least five (5) years from the close of the COUNTY's fiscal year in which the contract was in effect, or any longer period as may be required by Federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, CONTRACTOR will retain the books or records until the resolution of such litigation, audit, or investigation.

Pursuant to California Code of Regulations, Title 22, Division 5, Chapter 9, Article 4, Section 77143, patient health records or reproductions thereof, shall be safely preserved for a minimum of seven (7) years following discharge of the patient, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of 18 years and, in any case, not less than seven (7) years.

6) Article XVII shall be amended in its entirety to read as follows:

Article XVII - 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. Notices to COUNTY shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, M.P.A., DIRECTOR**

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

**NORTH VALLEY BEHAVIORAL HEALTH
1535 PLUMAS COURT
YUBA CITY, CA 95991
ATTN: THOMAS ORTNER, CHIEF EXECUTIVE OFFICER**

or to such other location as the CONTRACTOR directs.

7) Article XXVI shall be amended in its entirety to read as follows:

Article XXVI. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Robert Evans, Mental Health Program Manager, or successor.

Except as herein amended, all other parts and sections of that Agreement 379-183-M-E2010 shall remain unchanged and in full force and effect.

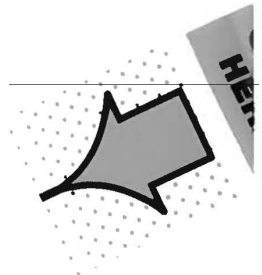
REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 2-13-2012
Daniel Nielson, 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 379-183-M-E2010 on the dates indicated below.

-- COUNTY OF EL DORADO --



By: _____
John R. Knight, Chair
Board of Supervisors
COUNTY

Dated: _____

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

By: *Thomas A. Ortner*
Thomas Ortner
Chief Executive Officer
CONTRACTOR

Dated: 2-22-12