

**AGREEMENT FOR SERVICES #395-S1211
AMENDMENT I**

THIS AMENDMENT I to that Agreement #395-S1211, is made and entered into by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and California Psychiatric Transitions, Inc., a fully licensed Mental Health Rehabilitation Center (“MHRC”) whose principal place of business is 9226 Hinton Avenue (mailing address P.O. Box 339) Delhi, CA 95315 (hereinafter referred to as “Contractor”), and whose Agent for Service of Process is Donna June McGowan 9226 N. Hinton Avenue, Delhi, CA 95315.

RECITALS

WHEREAS, Contractor has been engaged by County to provide long term, twenty-four (24) hour a day programs and facilities for seriously mentally ill adults (hereinafter referred to as “Clients”) on an “as requested” basis for the County of El Dorado Health and Human Services Agency, Mental Health Division in accordance with Agreement for Services #395-S1211 dated June 26, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the Agreement, thereby amending **Article II – Term**, to increase the maximum obligation of this Agreement, thereby amending **Article III – Compensation for Services**, and to update certain provisions, thereby amending **Articles XV – Notice to Parties, XXIV – California Residency (Form 590), and XXVII - Administrator**; and

WHEREAS, the parties hereto have mutually agreed to incorporate new County standardized language thereby adding **Article XXXII – Access to Records**, and **Article XXXIII – Taxes**, and renumbering **Article XXXII – Entire Agreement** to accommodate the insertion of the aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #395-S1211 shall be amended a first time as follows:

1. **Articles II – Term, III – Compensation for Services, XV – Notice to Parties, XXIV – California Residency (Form 590), and XXVII – Administrator** shall be amended in their entirety to read as follows:

ARTICLE II

Term: This Agreement shall cover the period May 20, 2012 through March 31, 2015 unless earlier terminated pursuant to the Articles titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”

ARTICLE III

Compensation for Services: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from County Health and Human Services Agency (“HHS”) Director or Director’s 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 Contractor provides services in accordance with Article I – Scope of Services.

For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. For the purpose of this Agreement, the billing rates shall be in accordance with Section 3.02.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the Health and Human Services Agency Director, or Director’s designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in Article XX hereof. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or Director’s designee, based upon Contractor’s written request.

Section 3.01 Bed Hold and Discharge Days

Payment shall be made for services rendered and shall not be made for services the Client did not attend or receive, except for:

- Bed hold days – only bed hold days authorized in writing by County.
- Discharge days without written notice – any days Client is discharged at the request of County absent the required fourteen (14) calendar days written notice, as indicated in Section 1.05(c).
- Bed hold and unauthorized discharge days shall be paid at the rates indicated in Section 3.02.

Section 3.02 Rates

Program Type	Level of Service	Rates	
		Effective 5/20/12	Effective upon execution of Amendment I
Mental Health Resource Center (“MHRC”)	Level 3	\$300 per day	\$350 per day
	Level 2	\$275 per day	\$325 per day
	Level 1	\$240 per day	\$300 per day
Diversion Program	Level 4	\$525 per day	\$525 per day
	Level 3	\$475 per day	\$475 per day

5/11/12

Program Type	Level of Service	Rates	
		Effective 5/20/12	Effective upon execution of Amendment I
	Level 2	\$450 per day	\$450 per day
	Level 1	\$425 per day	\$425 per day
	Level 0	\$350 per day	\$350 per day
Disruptive Behavior Unit	n/a	\$699 per day	\$699 per day
*One-on-one Supervision	n/a	\$30 per hour	\$30 per hour
<i>*One-on-one supervision rates shall not be charged for those clients in the Disruptive Behavior Unit</i>			

Section 3.03 Not-to-Exceed

The maximum contractual obligation over the term of this Agreement shall be \$770,000.00

Section 3.04 Invoices/Remittances

Invoices / Remittances shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per Article XV – Notice to Parties.

Mail invoices to:	Mail remittance to:
Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Accounts Payable	California Psychiatric Transitions, Inc. P.O. Box 339 Delhi, CA 95315 Attn: Accounts Receivable

ARTICLE XV

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 & HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

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

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.
P.O. BOX 339
DELHI, CA 95315
ATTN: JOHN T. HACKETT, M.D., CEO

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in the article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Dennis Plunkett, Manager of Mental Health Programs, or successor.

2. **Articles XXXII – Access to Records, and XXXIII – Taxes** shall be added, and **Article XXXII – Entire Agreement** shall be renumbered to accommodate the insertion of the aforementioned Articles.

ARTICLE XXXII

Access to Records: Contractor shall provide access to Federal, State, or County authorities to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audits by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain for a period of at least three years or for any longer period required by law after final payment under this specific Agreement, all books, documents, papers, and records necessary to demonstrate performance under the Agreement.

ARTICLE XXXIII

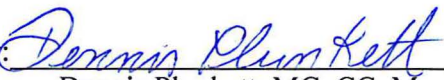
Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXXIV


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #395-S1211 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 11/5/13
Dennis Plunkett, MC, CC, Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: Nov 7, 2013
Don Ashton, M.P.A., Interim Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #395-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1/14/14 Board Date: 12/17/13

By: 
Ron Briggs, Chair
Board of Supervisors
"County"


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

By: 
Deputy Clerk

Dated: 1/14/14 Board Date: 12/17/13

-- CONTRACTOR --

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.
A CALIFORNIA CORPORATION

By: 
John T. Hackett, M.D., CEO
"Contractor"

Dated: 11-14-13

By: 
Corporate Secretary

Dated: 11-14-13

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