

**AGREEMENT FOR SERVICES #8860  
AMENDMENT I**

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**This First Amendment** to that Agreement for Services #8860, 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 Helios Healthcare, Limited Liability Corporation (LLC), duly qualified to conduct business in the State of California; and whose principal place of business is 1002 West Fremont Avenue, Sunnyvale, California 94087 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide Skilled Nursing Facility (SNF) services, pursuant to Agreement for Services #8860, dated June 21, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Client Information table that precedes the Recitals of said Agreement;

**WHEREAS**, the parties hereto desire to amend the **First Recital** of said Agreement to remove language that limits the Contractor's services to serve only one conserved client;

**WHEREAS**, the parties hereto desire to amend the Agreement so that it defines the Contractor's levels of care, adds Private Rooms as an available service, and updates reporting requirements to reflect current County Behavioral Health Division procedures, amending **ARTICLE II, Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of June 20, 2025, for two (2) additional years, amending **ARTICLE III, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$324,198, and to include a new fee schedule and standard rate change language, amending **ARTICLE IV, Compensation for Services**, and **ARTICLE V, Maximum Obligation**, and adding **Amended Exhibit B**, marked "Amended Rates";

**WHEREAS**, the parties hereto desire to amend the Agreement to update language, amending **ARTICLE XXIV, Conflict of Interest**;

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #8860;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8860 on the following terms and conditions:

- 1) The Client Information table that precedes the Recitals of the Agreement is amended in its entirety to read as follows:

Clients' Name:	Date of Admission	Expected Dates of Discharge
As identified by number or intake documents.	Upon admission by Contractor	To be determined

- 2) The **First Recital** of the Agreement is amended in its entirety to read as follows:

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide twenty-four (24) hour operational Skilled Nursing Facility services for adults in need of care (hereinafter referred to as "Client" or "Clients") for the County Health and Human Services Agency (HHS), Behavioral Health Division;

- 3) **ARTICLE II, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE II**

**Scope of Services:** By signing this Agreement, Contractor certifies that: (1) All services shall be provided by appropriately qualified and/or certified staff; and (2) All services provided shall be provided in appropriately confidential and secure locations/facilities in accordance with the Article titled "Health Insurance Portability and Accountability Act (HIPAA) Compliance."

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, vehicles, tools, and materials to provide services that are indicated below.

**A. Contractor's Residential Services:**

1. Basic services consist of usual and customary SNF services to include reasonable access to required medical treatment; up-to-date psychopharmacology; transportation to needed off-site services; and bilingual/bicultural programs.
2. Contractor's residential facility, Idylwood Care Center, is a SNF with a Neurobehavioral Program which meets the needs of California's geriatric population, and individuals with organic disorders and neuro trauma. Idylwood Care Center offers a range of services including intensive nursing, rehabilitation, neurobehavioral support, behavioral management, Dementia and Alzheimer's care, and person's centered care – all within a secure setting. Clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one or more of the following areas: self-help skills, behavioral adjustment, interpersonal relationships, pre-vocational preparation, and alternative placement planning.
3. Neuro-Rehab Services and Activities are designed for each individual's level of cognitive and medical disability, and augment the services of the SNF. These services are designed to serve Clients who have a sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

- 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 completed Exhibit A marked "Bed Hold Authorization," incorporated herein and made by reference a part hereof, if initiated by County, or a notification of transfer/bed hold form, if initiated by Contractor. In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHSA Director or designee. For the period beginning June 21, 2024, the effective date of the Agreement, and continuing until the day before the effective date of this First Amendment to the Agreement, bed holds shall be paid at the same rate (may be adjusted by Contractor for meals) as if the Client were present at the facility, as established in Exhibit B, "Rates," incorporated herein and made by reference a part hereof. Effective upon execution of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, bed holds shall be paid in accordance with Amended Exhibit B, marked "Amended Rates", incorporated herein and made by reference a part hereof.

C. Levels of Care:

Idylwood SNF Care Levels	Description of Each Care Level
<b>Care Level 1 (Basic Service)</b>	The Augmented Supportive Services base County enhanced rates take into account the additional staff time needed to provide intensive supervision and unique mental health treatment interventions which will augment the basic SNF- services being provided to adults with serious mental illness in Contractor's facility.
<b>Care Level 2</b>	Over-and above Contractor's Basic Service: <ul style="list-style-type: none"> <li>• Medication / behavior management from stand by assistance to show support assistance</li> <li>• Maladaptive behaviors that require frequent counseling and attention from direct care staff, AWOL Risk patients</li> <li>• ADLs – from verbal prompts to hands-on assistance</li> <li>• Suicidal risk- requiring additional room checks</li> <li>• Psychosis which requires frequent redirection / counseling / behavior modification from unit staff</li> </ul>
<b>Care Level 3</b>	Higher client's acuity, over-and above Contractor's Basic Service: <ul style="list-style-type: none"> <li>• Medication / behavior management required- from stand by assistance to a show of support</li> <li>• Incontinence management required</li> <li>• Additional Meals/ nutrition/ housekeeping/ bathing assistance is required</li> <li>• Suicidal risk- requiring additional room checks</li> <li>• Escort to activities or one-on-one visits needed</li> </ul>

- D. **Enhanced Support and Supervision:** Contractor shall provide Enhanced Support and Supervision, with prior verbal authorization from County HHSA, with written authorization to follow. Examples of Enhanced Support and Supervision services includes, but is not limited to:
1. Stand by assistance for dialysis treatment, including bedside support during treatment and transport to and from treatment. Stand by assistance for chemotherapy treatment, including bedside support during treatment, and transport to and from treatment.
  2. 1:1 Supervision for clients diagnosed with Serious and Persistent Mental Illness (SPMI) and/or Intellectual Disabilities that without this individual support are placing their housing at risk with the escalation of symptoms and behaviors. Extra support for hygiene and Assistance with Daily Living (ADL) if required.
- E. **Private Rooms:** Effective upon execution of this First Amendment to the Agreement, County may request a private room on behalf of Client(s).
- F. **Reporting:** Contractor shall complete and submit the following reports to County:

Document to be Completed/Event	Required Time Frame
Assessment	Within thirty (30) days of admission
Treatment/Care Plan	Within thirty (30) days of admission
Written Progress Report	Upon request by County

The above written reports are a required deliverable of this Agreement. In the event that Contractor fails to deliver, in the format specified, any deliverables or financial reports required by, and within the specified time limits of, this Agreement (including, but not limited to, financial reports required under Article IV, Compensation for Services), County considers Contractor's failure to provide said reports a default and breach of this Agreement. At its sole option, County may proceed as set forth herein in the Article titled, "Default, Termination, and Cancellation."

Reports shall be submitted via email to the Client's assigned HHSA Clinician or Mental Health Worker, which County shall communicate to Contractor in writing upon admission and as may be revised from time to time.

- 4) **ARTICLE III, Term**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by all parties hereto and shall expire thirty-six (36) months from the Agreement's effective date, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Articles titled, "Default, Termination, and Cancellation," or "Fiscal Considerations."

- 5) **ARTICLE IV, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE IV**

**Compensation for Services:** For services provided herein, including any deliverables that may

be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered. Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

- A. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: <https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources>, and shall reference this Agreement number on their faces.

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

<i><b>Email (preferred method):</b></i>	<i><b>U.S. Mail:</b></i>
<b><u>BHinvoice@edcgov.us</u></b> 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.

**Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted 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. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

Upon request from County's Contract Administrator, Contractor shall submit audited financial reports specific to this Agreement within forty-five (45) days of County request. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

- B. **Rates:** For the purposes of this Agreement, for the period beginning June 21, 2024, the effective date of the Agreement, 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 "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, "Amended Rates."

Rate change requests are subject to written approval by the County Contract Administrator



or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be exceeded.

- 6) **ARTICLE V, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE V**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$400,000 for all of the stated services during the term of the Agreement.

- 7) **ARTICLE XXIV, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXIV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.


If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion,

immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.


Except as herein amended, all other parts and sections of that Agreement #8860 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Nicole Ebrahimi-Nuyken, LMFT  
Behavioral Health Director  
Health and Human Services Agency

Dated: 03/27/2025

**Requesting Department Head Concurrence:**

By:   
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: 03/27/2025



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8860 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Chair  
Board of Supervisors  
"County"

Dated: 5/13/25

Attest:

Kim Dawson  
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 5/13/25

-- HELIOS HEALTHCARE, LLC --

By: 

Maria Stefanou (Mar 28, 2025 12:26 PDT)

Maria Stefanou  
Chief Financial Officer  
"Contractor"

Dated: 03/28/2025

By: 

Elena Mashkevich (Mar 28, 2025 13:57 PDT)

Elena Mashkevich  
Executive Director of Contracts  
"Contractor"

Dated: 03/28/2025

**Amended Exhibit B  
Helios Healthcare, LLC  
Amended Rates**

Type/ Facility #	Helios Healthcare Billing Rate Schedule			Daily Rates (Daily rates equal the Room & Board Rate/Per Diem plus the applicable County Supplemental Rate)		
SNF	Facility Name & Address	NPI	Levels	Room & Board Rate/Per Diem	County Supplemental Rates 6/21/24 – 6/30/25	County Supplemental Rates 7/1/25 -6/30/26
2733	1002 W Fremont Ave Sunnyvale, CA 94087	1770501744	1	Medi-Cal	\$141.00	\$144.00
			2	Published	\$167.00	\$170.00
			3	Rate	\$197.00	\$197.00
			4	*Indigent /Medi- Cal Ineligible	Negotiated	Negotiated

Bed holds shall be paid at the same rates listed herein (may be adjusted by Contractor for meals) as if the Client were present at the facility.

**Additional Rates - Enhanced Support and Supervision and Private Room**

Service	Increment of Service	Rate 6/21/24 – 6/30/25	Rate 7/1/25 – 6/30/26
Enhanced Support and Supervision	hourly	\$35 per hour	\$32 per hour
Private Room	daily	Medi-Cal Published Rate	Medi-Cal Published Rate