

AGREEMENT FOR SERVICES 512-S1311
AMENDMENT I

This Amendment I to that Agreement for Services 512-S1311, 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 Mental Health Management I, Inc., a California Corporation duly qualified to conduct business in the State of California, doing business as Canyon Manor, whose principal place of business is 655 Canyon Road, Novato, CA 94948, and whose Agent for Service of Process is Gregory A. Goodyear, 6700 E. Pacific Coast Highway, #255, Long Beach, CA 90803 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide eligible County residents with access to designated mental health services, including intensive support and rehabilitation services in accordance with Welfare and Institutions Code Sections 5675 and 5768 and pursuant to applicable laws and agreements with the State of California, and also in accordance with Agreement for Services 512-S1311, dated July 16, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement, hereby amending **ARTICLE II – Term, and ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXVI- Taxes, ARTICLE XXXVII - Change of Address, ARTICLE XXXVIII - Audit by California State Auditor**, and renumbering **ARTICLE XXXIX - Entire Agreement** to accommodate insertion of the three (3) aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services 512-S1311 shall be amended a first time as follows:

Articles II and Article III are amended in their entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period June 1, 2013 through June 30, 2016, pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination and Cancellation" herein.

ARTICLE III

Compensation for Services:

- A. Rates: Reimbursement for services provided under this Agreement for the period June 1, 2013 through June 30, 2013 shall be \$281.70 per day, July 1, 2013 through June 30, 2014 shall be \$287.33 per day, July 1, 2014 through June 30, 2015 shall be \$297.39, and July 1, 2015 through June 30, 2016 shall be \$307.80 pursuant to California AB 1054¹.
- B. Bed Holds: Holding a bed while a Client is absent from the facility shall require written pre-authorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit B). Bed holds shall be paid at the rate(s) established herein. In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHSA Director or designee.
- C. For Clients who receive Supplemental Security Income ("SSI") benefits or have sufficient alternative income, Client/Client's payee is required to pay an additional \$32 per day to Contractor as their residential share of cost.

For Clients who do not receive SSI benefits and do not have other income, County will pay an additional \$32 per day until the Client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment will return to the Client/Client's payee. Should retroactive SSI benefits or other income be received on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed for such payments, to the extent funds are available.

- D. Other Fiscal Provisions: County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the County's Director of Health and Human Services Agency or Director's designee.
- E. Client Billing: Contractor shall not submit a claim to, demand, or otherwise collect reimbursement from the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold clients liable for debts as follows:
 - 1. In the event that the County becomes insolvent;
 - 2. For costs of covered services for which the State does not pay the County;
 - 3. For costs of covered services for which the State or the County does not pay the Contractor;

¹ http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB1054

4. For costs of covered services provided under this or other contracts not authorized by County;
5. For costs of covered services provided via referral or other arrangement not authorized by County; or
6. For payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a client with an emergency psychiatric condition.

Contractor shall bill any third party payer financially responsible for a client’s health care services and, in such cases, County shall not bear any financial responsibility. To the extent that County inadvertently makes payments to Contractor when a responsible third party payer is determined to exist, County shall be entitled to recoup such reimbursement and Contractor shall promptly honor any such reimbursement request from County.

It is expressly understood and agreed between the parties hereto that County shall not authorize payment to Contractor unless Contractor adheres to the terms and conditions of this Agreement. It is further agreed that County shall not authorize payment for services unless Contractor has provided County with evidence of insurance coverage as outlined in the Article titled “Insurance” of this Agreement. County may provide retroactive authorization when special circumstances exist, as determined by the County’s Director of the Health and Human Services Agency, or Director’s designee.

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’s Director of the Health and Human Services Agency 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 the Article titled “Scope of Services.”

- F. **Invoices/Remittances:** 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 remittance to:
Health & Human Services Agency – Health Services Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667	Canyon Manor 653 Canyon Road Novato, CA 94947 Attn: Accounts Receivable

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered, except as set forth in paragraph “Other Fiscal Provisions” and paragraph “Client Billing” herein.

Maximum Obligation: The maximum contractual obligation of the County under this Agreement shall not exceed \$375,000 for all of the stated services during the term of the Agreement.

Articles XXXVI, XXXVII, and XXXVIII are hereby added and **Article XXXVI – Entire Agreement** shall be renumbered as follows:

ARTICLE XXXVI:

Taxes: Contractor/Consultant 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/Consultant to County. Contractor/Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXXVII

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 pursuant to the provisions contained in this Agreement under 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 XXXVIII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXXIX

Entire Agreement: This Agreement for Services 512-S1311 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 512-S1311 shall remain unchanged and in full force and effect.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: *Dennis Plunkett* Dated: *3/19/14*
Dennis Plunkett, Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *D. Ashton* Dated: *3/20/14*
Don Ashton, M.P.A., Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 512-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/22/14

By: Norma Santiago
Norma Santiago, Chair
Board of Supervisors
"County"

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

By: Marcie MacLeland
Deputy Clerk

Dated: 4/22/14

-- CONTRACTOR --

MENTAL HEALTH MANAGEMENT I, INC.
D.B.A. CANYON MANOR
A CALIFORNIA CORPORATION

By: Richard Evatz
Richard Evatz, LCSW
Executive Director
"Contractor"

Dated: 3/20/14

By: Alan Jamison
Alan Jamison
Program Director

Dated: 3.20.14

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