

**AGREEMENT FOR SERVICES #378-S1010
AMENDMENT III**

THIS AMENDMENT III to that Agreement 378-S1010, is made and entered into by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado"), and Placer County, also a political subdivision of the State of California, (hereinafter referred to as "Placer").

RECITALS

WHEREAS, El Dorado has been engaged by Placer 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 378-S1010, effective July 1, 2010, Amendment I to that Agreement dated November 15, 2011, and Amendment II to that Agreement dated July 30, 2013, incorporated herein and made by reference part hereof; and

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

WHEREAS, the parties hereto have mutually agreed to incorporate updated County standardized language thereby adding **Article XVIII – Audit by California State Auditor**, and renumbering **Article XVIII – Entire Agreement** to accommodate the insertion of the aforementioned Article;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 378-S1010 shall be amended a third time as follows:

1. **Article III - Compensation for Services** shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

1. **Rates for Services:** In consideration for El Dorado providing acute inpatient psychiatric services to Placer's Clients pursuant to this Agreement, Placer shall pay El Dorado \$650.00 per day plus 15% administrative fee for a total of \$747.50 per day. The rate shall be inclusive of medications, psychiatrist's time, laboratory work and court costs. The full per-day rate shall apply to the day of admission regardless of the time of admission and excludes the day of discharge. There is no reduced administrative day rate.

2. Patient Billing:

- a. El Dorado will bill Medi-Cal and any other applicable State, Federal, or private sources available at the time services are performed.
- b. Placer will be charged the contracted rate less a credit for anticipated payments due to El Dorado as stated in the above paragraph a.
- c. Inpatient days that cannot be billed pursuant to the above paragraph "a" shall remain the financial responsibility of Placer at the contracted rate.
- d. Any credit provided to Placer for billing per the above paragraph "a" that is subsequently disallowed shall be immediately reimbursed by Placer to El Dorado.

- 3. Transportation Costs:** All transportation costs to and from El Dorado's facility for medical care and clearance are the responsibility of Placer. Placer shall reimburse El Dorado for transportation costs incurred by El Dorado in implementing a discharge plan authorized by Placer. In consideration of El Dorado providing transportation of Placer Clients, Placer shall pay El Dorado \$25.00 per hour/per driver plus mileage at the federal mileage reimbursement rate in effect at the time of transportation.

Payments by Placer to El Dorado shall be made within forty-five (45) days of receipt of invoice.

The total amount of this agreement shall not exceed \$200,000 per fiscal year (July 1 through June 30), commencing with fiscal year 2013-14.

Article XVIII – Audit by California State Auditor shall be added, and **Article XVIII – Entire Agreement** shall be renumbered as follows:

ARTICLE XVIII

Audit by California State Auditor: El Dorado 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, Consultant/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 XVIV

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 #378-S1010, and any amendments thereto shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Cheree Haffner Dated: 3/28/14
Cheree Haffner, Manager of Mental Health Programs

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 3/31/2014
Don Ashton, M.P.A., Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #378-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

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

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

By: _____ Dated: _____
Deputy Clerk

-- PLACER COUNTY --

By:  Dated: 5/20/2014
Jeffrey S. Brown, M.P.H., M.S.W.,
Director, Placer County
Health and Human Services

Approved as to Form
Office of Placer County Counsel

By:  Dated: 4-14-14