

AGREEMENT FOR SERVICES #308-183-M-R2010
AMENDMENT I

This Amendment I to that Agreement for Services #308-183-M-R2010, made and entered into by and between Placer County, a political subdivision of the State of California (hereinafter referred to as PLACER) and County of El Dorado Health Services Department, Mental Health Division, which operates a Psychiatric Health Facility (hereinafter referred to as EL DORADO);

RECITALS

WHEREAS, EL DORADO has been engaged by PLACER to provide psychiatric inpatient hospital care and maintenance for mentally disordered persons in accordance with Agreement for Services #308-183-M-R2010, effective July 1, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend *Article III - Compensation for Services*;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #308-183-M-R2010 shall be amended a first time as follows:

1) Article III, Compensation for Services, shall be amended to read as follows:

ARTICLE III Compensation:

1. **Rates for Services:** In consideration for EL DORADO providing inpatient psychiatric services to PLACER'S patients pursuant to this Agreement, PLACER shall pay EL DORADO the Short-Doyle/Medi-Cal (SD/MC) Statewide Maximum Allowance (SMA) Psychiatric Health Facility (PHF) rate in effect at the time of service plus 15%, rounded up to the nearest whole dollar. Should the State discontinue providing the PHF SMA rate, the rate charged by EL DORADO will remain at the last available PHF SMA rate plus 15%, rounded up to the nearest whole dollar, pending any amendment by the parties.

The rate shall be inclusive of medications, psychiatrist's time, laboratory work and court costs. The full per-day PHF rate shall apply to the day of admission regardless of the time of admission. There is no reduced administrative day rate. Payment is due at the aforementioned PHF rate from PLACER for each day that client is at the facility, including the day of admission, excluding the day of discharge.

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 paragraph a, above.
- c. Inpatient days that cannot be billed pursuant to paragraph a, above shall remain the financial responsibility of PLACER at the contracted rate.
- d. Any credit provided to PLACER for billing per paragraph a, above that is subsequently disallowed shall be 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 for EL DORADO'S providing transportation for PLACER patients, PLACER shall pay EL DORADO \$25.00 per hour/per driver plus mileage at the then in effect federal mileage reimbursement rate.

Payments to EL DORADO shall be made within 45 days of receipt of invoice by PLACER.

The total amount of this agreement for Fiscal Year July 1, 2010 through June 30, 2011 shall not exceed \$35,000.

The total amount of this agreement shall not exceed \$32,000 per fiscal year (July 1 through June 30) for all subsequent years.

Except as herein amended, all other parts and sections of that Agreement #308-183-M-R2010 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, MPA, Acting Director
Health Services Department

Dated: 10-18-2011

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #308-183-M-R2010 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Raymond J. Nutting
Chair, Board of Supervisors
"COUNTY"

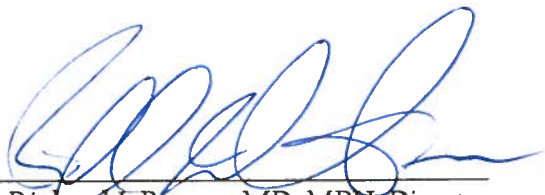
Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Dated: _____

Deputy

--COUNTY OF PLACER--

By: _____



Richard J. Burton, MD, MPH, Director
Placer County Health and Human Services

Dated: 10-2-11

APPROVED AS TO FORM:
Office of Placer County Counsel

By: _____



Dated: 8/2/11