

AGREEMENT FOR SERVICES 454-S1010
AMENDMENT III

This Amendment III to that Agreement for Services 454-S1010, 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 Willow Glen Care Center, whose principal place of business is 1547 Plus Court, Yuba City, CA 95991 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Thomas Lee Ortner, 1547 Plumas Court, Yuba City, CA 95991.

RECITALS

WHEREAS, Contractor has been engaged by County to provide residential treatment services for mentally disordered adults in accordance with Agreement for Services 454-S1010, dated May 25, 2010, Amendment I dated April 6, 2011, and Amendment II dated June 4, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department been reorganized and is now known as Health Services, a Department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services, Article IV – Mandated Reporter Requirements, Article XIV – Notice to Parties, and Article XXIII – Administrator;**

NOW THEREFORE, the parties do hereby agree that Agreement for Services 454-S1010 shall be amended a third time as follows:

- 1) All references in the original agreement to the "County Health Services Department" or "HSD" shall be deemed to refer to Health Services, a Department of the Health and Human Services Agency.
- 2) ARTICLE III shall be amended in its entirety to read as follows:

ARTICLE III

Section 3.01 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 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 the Article titled "Scope of Services."

Section 3.02 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. Payment shall be made for actual services rendered and shall not be made for service units the client did not attend or receive. Each invoice shall describe: a) units of service by individual client served, and b) dates of service detail for each client, and c) program number of individual client.

Section 3.03 For the purposes of this Agreement, billing rates shall be based on the Total Daily Census for the facility as follows:

May 25, 2010 through June 30, 2011		
Daily Census of Clients	Units	Rate
01-45	Day	\$128
46-74	Day	\$108
75-100	Day	\$88
July 1, 2011 through June 30, 2012		
Daily Census of Clients	Units	Rate
01-45	Day	\$131
46-74	Day	\$111
75-100	Day	\$91
July 1, 2012 through June 30, 2013		
Daily Census of Clients	Units	Rate
01-45	Day	\$135
46-74	Day	\$115
75-100	Day	\$95

Section 3.04 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.

Section 3.05 For clients who do not receive SSI benefits and do not have other income, County will pay an additional \$32 per day until such time as 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.

Section 3.06 "Bed holds" shall be subject to execution of a "Bed Hold Authorization" form, attached as Exhibit B, and shall be paid at the daily rates identified above. In addition to the above rates, an ancillary daily fee for extremely difficult behaviors of \$100 per day shall apply when one-to-one client supervision is necessary to ensure the safety of the client and staff. This fee is subject to pre-approval by the County, and shall be separately identified on invoice(s).

Section 3.07 The fee for an annual evaluation and conservatorship letter shall be \$200. Any additional evaluations required by a physician or psychologist shall be provided at no additional charge.

Section 3.08 Total not-to-exceed amount shall be \$359,000 for the term of this Agreement.

3) ARTICLE IV shall be amended in its entirety to read as follows:

ARTICLE IV

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated requirements pursuant to the provisions of Article 2.5, commencing with Section 11164, Chapter 2, Title I, Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act, and the Elder Abuse and Dependent Civil Protection Act, pursuant to Welfare and Institutions Code commencing with Section 4900.

4) ARTICLE XIV shall be amended in its entirety to read as follows:

ARTICLE XIV

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 – MENTAL HEALTH DIVISION
935-B SPRING STREET
PLACERVILLE, CA 95667
ATTN: ROBERT EVANS, MFT, MENTAL HEALTH PROGRAMS MANAGER

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:

WILLOW GLEN CARE CENTER
1547 PLUMAS COURT
YUBA CITY, CA 95991
ATTN: THOMAS ORTNER, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.



5) ARTICLE XXIII shall be amended in its entirety to read as follows:

ARTICLE XXIII

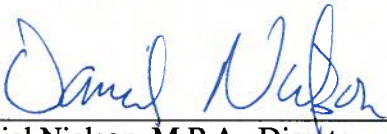
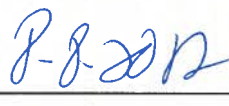
Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert Evans, MFT, Mental Health Programs Manager, Health and Human Services Agency, or successor.

Except as herein amended, all other terms of that Agreement 454-S1010 and all subsequent Amendments thereto shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 
Robert Evans, MFT, Mental Health Programs Manager
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 
Daniel Nielson, 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 454-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John R. Knight, Chair
Board of Supervisors
"County"


ATTEST:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

WILLOW GLEN CARE CENTER, INC.

By:  _____
Thomas L. Ortner
Executive Director
"Contractor"

Dated: 8-13-12

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