

**AGREEMENT #195-M1011
AMENDMENT I
Psychiatric Health Facility Services**

This Amendment I to that Agreement #195-M1011 made and entered into by and between Nevada County, a political subdivision of the State of California (hereinafter referred to as “Nevada”) and El Dorado County Health and Human Services Agency, Mental Health Division, which operates a Psychiatric Health Facility (hereinafter referred to as “El Dorado”).

RECITALS

WHEREAS, in accordance with the current mental health legislation, Nevada has been charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, El Dorado has the facilities and the ability to be certified and staffed to provide psychiatric health facility services for mentally disordered persons; and

WHEREAS, it is the responsibility of El Dorado to assure that the psychiatric health facility services rendered to patients admitted to El Dorado’s facility are consistent with state and federal laws; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I – Term, Article III – Compensation, Article XIII – Notice to Parties, and Article XVI – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XIV – Access to Records and Article XV – No Third Party Beneficiaries**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #195-M1011 shall be amended a first time as follows:

- 1) Article I shall be amended in its entirety to read as follows:

ARTICLE I

Term: This Agreement shall become effective upon final execution by the parties hereto and shall cover the period July 1, 2009 through June 30, 2014, unless earlier terminated pursuant to the provisions under the Articles in the Agreement titled “Fiscal Considerations” or “Default, Termination, and Cancellation” herein.

2) Article III shall be amended in its entirety to read as follows:

ARTICLE III

Compensation:

- A. Rates for Services: In consideration for El Dorado providing inpatient psychiatric services to Nevada’s patients pursuant to this Agreement, Nevada 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 Nevada for each day that client is at the facility, including the day of admission, excluding the day of discharge.
- B. Patient Billing:
 - 1. El Dorado will bill Medi-Cal and any other applicable State, Federal, or private sources available at the time services are performed.
 - 2. Nevada will be charged the contracted rate less a credit for anticipated payments due to El Dorado as stated in section B.1.
 - 3. Inpatient days that cannot be billed pursuant to section B.1. shall remain the financial responsibility of Nevada at the contracted rate.
 - 4. Any credit provided to Nevada for billing per section B.1. that is subsequently disallowed shall be reimbursed by Nevada to El Dorado.
- C. Transportation Costs: All transportation costs to and from El Dorado’s facility for medical care and clearance are the responsibility of Nevada. Nevada shall reimburse El Dorado for transportation costs incurred by El Dorado in implementing a discharge plan authorized by Nevada. In consideration for El Dorado’s providing transportation for Nevada patients, Nevada shall pay El Dorado \$25.00 per hour/per driver plus mileage at the then in effect federal mileage reimbursement rate.
- D. Payments to El Dorado shall be made by Nevada within 45 days of receipt of invoice.
- E. 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 remittances to:
Nevada County Behavioral Health Dept. 500 Crown Point Circle, Suite 120 Grass Valley, CA 95945 Attn: Fiscal Staff	Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Health Services Finance Unit

- F. The maximum contractual obligation of this Agreement shall not exceed \$75,000.00 per fiscal year (July 1 through June 30) for the period of July 1, 2009 through June 30, 2012.
- G. The maximum contractual obligation of this Agreement shall not exceed \$105,000.00 per fiscal year (July 1 through June 30) for the period of July 1, 2012 through June 30, 2014.

3) Article XIII shall be amended in its entirety to read as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, and return receipt requested. Notices to El Dorado shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

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 El Dorado directs.

Notices to Nevada shall be addressed as follows:

MICHAEL HEGGARTY, DIRECTOR
NEVADA COUNTY BEHAVIORAL HEALTH DEPT.
500 CROWN POINT CIRCLE, SUITE 120
GRASS VALLEY, CA 95945

Or to such other location as Nevada directs.

4) Article XIII shall be amended in its entirety to read as follows:

ARTICLE XVI

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Cheree Haffner, Manager of Mental Health Programs, Health and Human Services Agency, Mental Health Division, or successor.

5) Article XIV shall added to read as follows:

ARTICLE XIV

Access to Records: El Dorado shall provide Federal, State, or County authorities with access to any books, documents, papers and records of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. El Dorado further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, El Dorado shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three years after final payment or for any longer period required by law.

6) Article XV shall be added to read as follows:

ARTICLE XV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

Except as herein amended, all other parts and sections of that Agreement #195-M1011 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Cheree Haffner Dated: 9/18/13
Cheree Haffner, Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

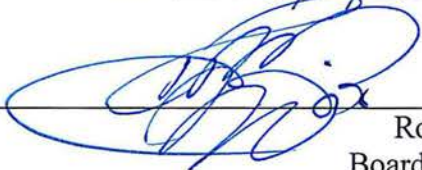
By: Don Ashton Dated: 9/19/2013
Don Ashton, M.P.A., Interim Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #195-M1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 11/5/13

By: 
Ron Briggs, Chair
Board of Supervisors
"El Dorado"


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

By: 
Deputy Clerk

Dated: 11/5/13

-- COUNTY OF NEVADA --

Dated: 10-8-13

By: 
Hank Weston, Chair
Board of Supervisors
"Nevada"

ATTEST:
Donna Landi
Clerk of the Board of Supervisors

By: 
~~Deputy Clerk~~

Dated: 10-8-13

Approved as to Form:
Office of the County Counsel
County of Nevada

By: 