

ORIGINAL

AGREEMENT FOR SERVICES #3422 AMENDMENT II

This Amendment II to that Agreement for Services #3422 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, Inc., a California non-profit public benefit corporation, qualified to conduct business in the State of California, whose principal place of business is 1547 Plumas Court, Yuba City, CA 95993, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide inpatient residential services for adults who have a serious mental disorder, in accordance with Agreement for Services #3422, dated December 4, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article I, "Scope of Services," Article III, "Compensation for Services," and Article XVIII, "Notice to Parties"; and

WHEREAS, the parties hereto have mutually agreed to add the option to sign this Agreement in counterpart, thereby inserting Article XLII, "Counterparts."

NOW THEREFORE, the parties do hereby agree that Agreement for Services #3422 shall be amended a second time as follows:

1) ARTICLE I – Scope of Services

ARTICLE I

Scope of Services

A. Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.

B. Client Eligibility: Patients served under this Agreement must be age eighteen (18) years or older, and eligible for mental health services in conformance with all applicable Federal and State statutes.

C. Referral for admission to facility: Clients must be referred by the Health and Human Services Agency Mental Health Division or Public Guardian ("HHSA") (with a Lanterman-Petris-Short conservatorship). Referrals for admission to Contractor's facility must be approved by Contractor's on-duty physician. Contractor shall not be required to accept referrals if it determined that there is insufficient bed capacity. Contractor shall not be required to accept referrals for treatment of

individuals housed in jail, or other penal institutions. Contractor reserves the right to deny any referral at the sole discretion of the on-duty physician or clinical director.

D. Contractor agrees to furnish the personnel and equipment necessary to provide residential treatment services for adults with serious mental disorders who are referred to the Contractor by the County, pursuant to the laws and regulations of the State of California governing such programs. Contractor shall provide twenty-four (24) hour staffing and total Client care at Contractor's facility as prescribed by licensure requirements. Such services shall be in accordance with the vendor program summary attached hereto as Exhibit A, and incorporated by reference herein.

E. Service Plan: Contractor and County shall co-develop a service plan for each Client within thirty (30) days of admission, utilizing treatment resources available to Contractor. Contractor and Client shall develop a written behavioral contract including milestones and goals to be achieved prior to discharge.

F. Contractor shall adhere to the terms and conditions of this Agreement, and it is expressly understood and agreed between the parties hereto that County shall not authorize payment if Contractor fails to do so. County may provide retroactive authorization when special circumstances exist, as determined by the HHSA Director or designee.

G. Contractor shall submit annual Client outcome information to County within sixty (60) days of fiscal year end. Outcome data will be based upon functional improvement of the Client. Functional improvement will be measured by the disposition of the Client at discharge. A discharge to a lower level of care indicates a positive outcome by the Client's successful completion and transition from the Contractor's program to a more independent living environment.

H. Upon request of the County, Contractor shall provide all required annual evaluation and conservatorship declarations, signed by a physician or psychologist, for any Client.

I. Contractor shall collect and provide program implementation, financial, and related data and information, including an annual Cost Report, on the activities conducted hereunder as may be requested by County. It is understood and agreed that an essential element of this Agreement is the County's access to, and Contractor's timely submission of, program implementation, financial, and related data.

County Responsibilities:

A. County shall refer Clients to Contractor in accordance with agreed-upon processes.

B. County shall participate with Contractor in the co-development of a service plan for each Client within thirty (30) days of admission.

C. County shall provide a Bed Hold Authorization form, attached hereto as Exhibit B, and incorporated by reference herein, each time a Client is absent from the Contractor's facility and requires that a bed be kept available for their return.

D. County shall evaluate Contractor's performance under this Agreement after the completion of this Agreement. County shall maintain a copy of all written evaluations in the Contractor's contract file. The County's determination as to satisfactory work shall be final absent fraud, mistake, or arbitrariness.

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2) ARTICLE III – Compensation for Services

ARTICLE III

Compensation for Services

A. Rates: As per Section 5912 of the Welfare and Institutions Code amended by Assembly Bill 1054(a), as long as contracts require institutions for mental disease to continue to be licensed and certified as skilled nursing facilities by the State Department of Mental Health, they shall be reimbursed for basic services at the rate established by the State Department of Health Care Services. Rates will be effective annually, on July 1, at the percentage increase established by the State Department of Health Care Services. Notice of rate changes shall be submitted, in writing, to the address noted in the Article titled, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein. Rates for Mental Health Rehabilitation Center services shall be as set forth herein below.

| Fiscal Year 2018-2019, rates shall be as follows: | |
|---|-----------------|
| Daily Rate | \$310 per day |
| Board and Care Rate | \$810 per month |

B. Residential Rates: Rates for residential treatment services shall be as set forth herein below. Any change to rates shall be modified by mutual consent, in accordance with the Article titled "Changes to Agreement" herein. However, in no event shall rates exceed actual cost of services provided.

| Daily Census of Clients | Units | Rate |
|---|-------|-------|
| Fiscal Year 2018-2019, rates shall be as follows: | | |
| 01-59 | Day | \$170 |
| 60-79 | Day | \$150 |
| 80-100 | Day | \$130 |

C. It is expressly understood and agreed between the parties hereto that the County shall make no payment for County Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the Health and Human Services Agency Director, or designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance as outlined in the Article titled "Insurance" hereof. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or designee.

D. County Medical Services Program (CMSP): For all Clients who are admitted with coverage under CMSP the following payment procedures will apply:

- 1) Contractor shall bill Advanced Medical Management Inc. for CMSP inpatient days as applicable.
- 2) For County Clients who are CMSP members, County will be charged the rate set forth in the Article titled "Compensation for Services" less a credit for payment due from CMSP.

- 3) Inpatient days that cannot be billed to CMSP shall remain the financial responsibility of County at the rate set forth in the Article titled "Compensation for Services."
- 4) Any credit provided to County for a CMSP billing that is subsequently disallowed shall be reimbursed by County to Contractor.

E. Social Security Income ("SSI") Benefits: For Clients who receive SSI benefits, or have sufficient alternative income, Client/Client's payee is required to pay current SSI/SSP monthly rate. Partial months shall be prorated by Client's length of stay at a daily rate not to exceed SSI/SSP benefit.

For Clients who do not receive SSI benefits, or have insufficient income to pay their residential share of cost, County will pay an additional amount based on rates for "Single people: Non-medical out-of-home care" (SSA Publication No. 05-11125 "Monthly SSI payment amounts" available at <http://www.socialsecurity.gov/pubs/>) per month 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 by Contractor for any period during which County paid this residential share of cost, Contractor will reimburse for such payments.

F. Bed Holds: Holding a bed while a Client is absent from the facility shall require written preauthorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit B). Bed holds shall be paid at the same rate as if the Client were present at the facility, as established in the table incorporated hereinabove. In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHSA Director or designee.

G. Ancillary Daily Fee: In addition to the rates defined herein, an ancillary daily fee for extremely difficult behaviors of \$100/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 invoices.

H. Conservatorship Evaluations and Declarations: Contractor will be required to provide at a minimum two annual evaluation and conservatorship declarations by two different physicians or psychologists. The County will reimburse Contractor a maximum of \$200 for each annual evaluation and conservatorship declaration, or a maximum not to exceed of \$400 per year. Any additional evaluation and conservatorship declarations required by the Courts shall be provided at no charge.

I. Invoices/Remittances: 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 the HHSA 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." Invoices shall be submitted along with supporting medical records documentation as noted below, for review and authorization.

Contractor shall indicate whether the annual evaluation and conservatorship declarations being invoiced are the required annual, or subsequent requested evaluation/declarations along with the applicable rate, as applicable per client.

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 Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667 | Willow Glen Care Center Attn: Accounts Receivable 1547 Plumas Court Yuba City, CA 95993 |

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.

In the event that Contractor fails to deliver the documents pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, "Default, Termination, and Cancellation."

3) ARTICLE XVIII – Notice to Parties

ARTICLE XVIII

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 AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE B
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
2850 FAIRLANE COURT, BLDG. C, 2ND FLOOR
PLACERVILLE, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

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

or to such other location as the Contractor directs.

4) ARTICLE XLII - Counterparts

ARTICLE XLII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Except as herein amended, all other parts and sections of that Agreement #3422 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:



Jamie Samboceti
Deputy Director
Health and Human Services Agency

Dated:

6/26/19

Requesting Department Head Concurrence:

By:



Donald Semon
Director
Health and Human Services Agency

Dated:

6-26-19

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #3422 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Michelle Wanner Dated: 7/19/19
Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

WILLOW GLEN CARE CENTER
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

By: Jeff Payne Dated: 6/28/19
Executive Director
"Contractor"

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COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Don Semon
Director

Yvonne Kollings
Chief Fiscal Officer

Administration & Finance

3057 Briw Road, Suite B
Placerville, CA 95667
530-642-7300 Phone / 530-626-7734 Fax



BOARD OF SUPERVISORS

JOHN HIDAHL
District I
SHIVA FRENTZEN
District II
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District III
LORI PARLIN
District IV
SUE NOVASEL
District V

March 19, 2020

Via certified mail: 7019 0140 0000 3161 9909

WILLOW GLEN CARE CENTER

1547 Plumas Court
Yuba City, CA 95991
Attn: Jeff Payne

Re: Agreement for Services 3422

Dear Mr. Payne:

We are in receipt of your "FY '20/'21 Rate" letter, dated March 18, 2020, in which notice is given to Health and Human Services Agency of the increased rates, effective July 1, 2020, for the services in Agreement for Services 3422.

This correspondence is written acknowledgment that Health and Human Services Agency received the notice of the increased rates in accordance with Article III – Compensation for Services, A. Rates:

"Notice of rate changes shall be submitted, in writing, to the address noted in the Article titled, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein."

Thank you for your continued cooperation and for the services provided to the clients of the Health and Human Services Agency.

Sincerely,

Yvonne Kollings
Chief Fiscal Officer
Health and Human Services Agency

Enclosures

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991 * License # 5150001963 * Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

To: Mental Health Directors Contract Managers

From: Jeff Payne, Executive Director



Date: 3/18/2020

Regarding: FY '20/'21 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-fourth year of service to the Counties in northern and central California. As we prepare for FY '20/'21, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '20/'21. The rate increases are necessary to meet the changes with the increases in expected expenses, mainly the state mandated minimum wage increase of \$1.00 effective January 1st, worker compensation insurance, and increased food costs. We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Redwood Creek (Willits, CA)

0 – 16 clients at \$147 a day

Trinity Pines (Chico, CA)

0 – 12 clients at \$147 a day

Willow Glen/Rosewood (Yuba City, CA)

0 – 59 clients at \$187 a day

60 – 79 clients at \$167 a day

80-100 clients at \$147 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)

0 – 30 clients at \$370 a day

31 – 35 clients at \$350 a day

36 – 44 clients at \$330 a day

Sequoia Psychiatric Treatment Center (Yuba City, CA)

\$330 a day

Crisis Residential Facility

Iris House (Chico, CA)

\$405 a day

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$200 for each evaluation. There is no requirement that a county utilize our clinicians for declarations.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '20/'21, to help offset future expected increases to the organization's expenses.

The new Rate Schedule will become effective on July 1, 2020 to coincide with the renewal of the Willow Glen Care Center's contract for FY '20/'21. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate changes, please contact me at (530) 751-9904. We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You