



# RESOLUTION No. 23-386

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF AMENDMENT 2 TO THE CONTRACT WITH CF MERCED LLC D/B/A MERCED BEHAVIORAL HEALTH FOR SKILLED NURSING SERVICES, PLUS LONG-TERM 24-HOUR TREATMENT PROGRAM SERVICES FOR CHRONIC MENTALLY ILL CLIENTS TO INCREASE THE MAXIMUM AMOUNT FROM \$156,000 TO \$169,000, AND AMEND EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE (PESP4380)(RES 22-183)**

WHEREAS, on October 12, 2021, per Purchasing Order PESP4380, the Nevada County Purchasing Agent approved execution of the Professional Services Contract with CF Merced LLC D/B/A Merced Behavioral Health for Skilled nursing services, plus long-term 24-hour treatment program services for chronic mentally ill clients; which was amended on June 10, 2022, per Res 22-183; and

WHEREAS, due to an increase in need for services, the parties desire to amend their agreement to increase the maximum contract price from \$156,000 to \$169,000 (an increase of \$13,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment 2 to that contract by and between the County and CF Merced LLC D/B/A Merced Behavioral Health, to increase the maximum amount to \$169,000 and be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8201/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of August, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Edward C. Scofield, Chair

**AMENDMENT #2 TO THE CONTRACT WITH  
CF MERCED BEHAVIORAL, LLC D/B/A  
MERCED BEHAVIORAL CENTER (PESP4380)(RES 22-183)**

**THIS AMENDMENT** is executed this 8<sup>th</sup> day of August 2023 by and between CF Merced Behavioral, LLC D/B/A Merced Behavioral Center, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on October 12, 2021 per Purchase Order No. PESP4380 and amended on June 10, 2022 per Resolution 22-183; and


**WHEREAS**, the Contractor provides skilled nursing services, plus long-term 24-hour treatment program services for chronic mentally ill clients; and

**WHEREAS**, the parties desire to amend their Agreement increase the maximum contract price from \$156,000 to \$169,000 (an increase of \$13,000) by increasing FY 22/23 by \$13,000 and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract price.


**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #2 shall be effective as of May 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:  
\$169,000.
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.


COUNTY OF NEVADA:

By:   
Edward Scofield  
Nevada County Board of Supervisors  
Chair

CONTRACTOR:

By:  Jeri Allgood (Jul 26, 2023 10:32 PDT)  
CF Merced Behavioral, LLC. d/b/a  
Merced Behavioral Center  
1255 B Street  
Merced, CA 95341

ATTEST:

By:   
Julie Patterson-Hunter  
Clerk of the Board

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**CF MERCED BEHAVIORAL, LLC D/B/A**  
**MERCED BEHAVIORAL CENTER**

I. IMD BASIC CARE SERVICES

A. Rate

As long as Contractor is required to maintain nursing facility licensure and certification, reimbursement for basic services shall be at the rate established by the State Department of Health Services for nursing facilities, plus the rate established for special treatment.

For FY 20/21, County shall pay Contractor as payment in full a rate of Two Hundred Four Dollars and Ninety Four Cents (\$204.94) per bed day, subject to any fees and patient share of costs, for services provided to authorized County clients.

For FY 21/22, County shall pay Contractor as payment in full a rate of Two Hundred Twelve Dollars and Eleven Cents (\$212.11) per bed day and a bed hold rate of Two Hundred Three Dollars and Forty Seven Cents (\$203.47), subject to any fees and patient share of costs, for services provided to authorized County clients.

Should County be notified of an increase in negotiated rates with Host County or if Medi-Cal raises rates, then the rates for this contract will increase commensurately.

II. PAYMENTS

A. Monthly Payment

County shall provide Contractor with an approved form for use in billing services under this Agreement. Contractor shall bill for services under this Agreement on a monthly basis in arrears. Contractor shall provide County with a bill on the approved form within ten (10) days of the end of the month of service. County shall reimburse Contractor for services within thirty (30) days of receipt of the approved form.

B. Amount

The total amount of reimbursement available for IMD Services under this Agreement shall not exceed One Hundred Sixty Nine Thousand Dollars (\$169,000).

C. Final Payment

County shall provide Contractor with final payment for services under this Agreement within thirty (30) days of receipt of Contractor billing for the last month of service.

MONTHLY IMD BILLING STATEMENT INFORMATION

The monthly billing statements from Contractor to Behavioral Health must contain, at minimum, the following information:

FACILITY INFORMATION:

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_  
\_\_\_\_\_

CLIENT INFORMATION:

1. Client Name/ Identification: \_\_\_\_\_

2. Number of days of service rendered: \_\_\_\_\_

Dates of service: \_\_\_\_\_ to \_\_\_\_\_

3. \$ \_\_\_\_\_ Daily rate  
(Title 22, Section 51511 and Section 51511.1)

4. Subtotal: \$ \_\_\_\_\_  
(Line 1 x Line 2)

5. Client's share of costs billed: \$ \_\_\_\_\_

6. Net owed by BEHAVIORAL HEALTH: \$ \_\_\_\_\_  
\_\_\_\_\_  
(Line 3 - Line 4)

AUTHORIZATION FOR ADMISSION TO IMD PROGRAM

Authorization for Admission to: \_\_\_\_\_  
(Facility Name)

Client Name: \_\_\_\_\_ Planned Admit Date: \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_ Conserved: \_\_\_\_\_ Yes Public \_\_\_\_\_

Date of Birth: \_\_\_\_\_ No Private

Private Conservator Information: Name: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

County of Residence: \_\_\_\_\_  
\_\_\_\_\_

Medi-Cal No.: \_\_\_\_\_ Client  
SSI: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Client SSA: \_\_\_\_\_ Yes \_\_\_\_\_ No

Brief explanation as to why client needs IMD level of care:  
\_\_\_\_\_  
\_\_\_\_\_

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Authorization:

Written: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Effective Date:

Verbal: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Distribution:

Facility:

Client Chart:

Placement Coordinator: