

AMENDMENT #7 TO OPERATIONAL AGREEMENT BETWEEN THE COUNTY OF NEVADA AND SIERRA NEVADA MEMORIAL-MINERS HOSPITAL PERTAINING TO THE PROVISION OF CRISIS STABILIZATION SERVICES ON THE SIERRA NEVADA MEMORIAL-MINERS HOSPITAL CAMPUS

This AMENDMENT #7 TO THE OPERATIONAL AGREEMENT (“*Amendment*”) is executed by and between the County of Nevada, a political subdivision of the State of California, hereinafter referred to as “*County*”, and Sierra Nevada Memorial-Miners Hospital, a California nonprofit public benefit corporation, hereinafter referred to as “*SNMH*”, collectively referred to as the “*Parties*.”

This Amendment shall amend the Operational Agreement, as amended, pertaining to the provision of crisis stabilization services on the SNMH campus, hereinafter referred to as the “*Agreement*,” as approved on February 10, 2015 per Resolution 15-067, and amended on June 28, 2016 per Resolution 16-287, as further amended on September 12, 2017 per Resolution 17-445, as further amended on October 9, 2018 per Resolution 18-482, as further amended on December 17, 2019 per Resolution 19-614, as further amended on October 12, 2020 per Resolution 20-3451, as further amended on May 23, 2022 per Resolution 22-0463.

WHEREAS, the purpose of this Agreement is to delineate the roles and responsibilities of the County and SNMH, and to establish the financial arrangement between the Parties related to operation of the Crisis Stabilization Unit (“*CSU*”).

WHEREAS, the Parties desire to amend the Financial Arrangement Exhibit “B” to reflect SNMH actual costs for the period July 1, 2022 – June 30, 2024.

RECITALS

NOW, THEREFORE, the Parties agree as follows:

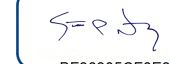
1. This Amendment #7 is effective July 1, 2022 (“Amendment Effective Date”).
2. That Exhibit B, “Financial Arrangement,” is hereby replaced in its entirety, as set forth in the revised Exhibit B attached hereto and incorporated herein.
3. That in all other respects the prior Agreement between the Parties shall remain in full force and effect except as amended herein.

{Signatures on following page}

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment effective on the Amendment Effective Date.

Sierra Nevada Memorial Hospital:

DocuSigned by:

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Scott Neeley, M.D.
President and CEO

Date: Jul 31, 2023

DS


Jul 27, 2023

County of Nevada:

Phebe Bell, MSW
Behavioral Health Director

Date: _____

Edward Scofield
Chair of the Board of Supervisors

Date: _____

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

Date: _____

Approved as to Form:

County Counsel

EXHIBIT “B”
FINANCIAL ARRANGEMENT
July 1, 2022 – June 30, 2024

For satisfactory performance of services in accordance with Exhibit “A”, County shall pay to SNMH \$80,566 per fiscal year (e.g., July 1, 2022 - June 30, 2023, and July 1, 2023 – June 30, 2024), subject to a prorated reduction of \$220.73 per day for any partial year of operation. SNMH shall pay to County \$240,000 per fiscal year (e.g, July 1, 2022 - June 30, 2023, and July 1, 2023 – June 30, 2024) for three (3) dedicated CSU beds, subject to a prorated reduction of \$657.53 per day for any partial year of operation. The above fiscal year amounts will remain in effect unless amended pursuant to Section 25 of the Agreement Terms.

SNMH will provide a spreadsheet with downloaded detail and summary data from SNMH’s financial system as evidence of SNMH’s actual project costs. County will provide a spreadsheet with downloaded detail and summary data from the County financial system and electronic employee timesheets as evidence of County actual project costs. County will provide reports from the County’s financial system and the Behavioral Health Department’s Electronic Health Record System as evidence of Federal Financial Participation and other revenues received for CSU services. Copies of invoices, remittance advices, or other primary evidence of revenues and expenditures will be made available annually by both Parties if requested to verify costs and revenues.

Compensation for services provided by SNMH:

As compensation for services rendered to County, SNMH shall be paid one-quarter of the contract amount for services provided by SNMH each quarter of the contract term, or as prorated as described above, regardless of the number of patients served in the CSU.

Invoices are due to County by the 15th of the month following the end of the quarter. County shall review the invoice and notify SNMH within fifteen (15) working days if the invoice is questioned. Payment shall be made within thirty (30) days of receipt of an approved invoice. To expedite payment, SNMH shall reference the Resolution Number assigned to their Contract on each invoice.

SNMH shall submit invoices to: HHSA Administration
 Attn: BH Fiscal Staff
 950 Maidu Avenue
 Nevada City, CA 95959

Compensation for CSU Dedicated Bed Availability provided by County:

As compensation for the three Dedicated CSU Beds made available by County to patients discharged to the CSU by SNMH, County will be paid one-quarter of the contract amount of \$240,000 quarterly, or as prorated as described above, regardless of occupancy.

Invoices are due to SNMH by the 15th of the month following the end of the quarter. SNMH shall review and notify County within fifteen (15) working days if the invoice is questioned. Payment shall be made within thirty (30) days of receipt of an approved invoice.

County shall submit invoices to: Sierra Nevada Memorial-Miners Hospital
Attn: Chief Financial Officer/Administration
155 Glasson Way
Grass Valley, CA 95945

Attachment 1

CSU Estimated Budget (2022/23; 2023/24)

Estimated County Expenditures	
Staffing (RN, MH Therapist, Psych Tech)	943,224
IT/Facility Charges	10,000
Pharmacy	900
Office Supplies/Goods & Services	17,184
Psychiatry	74,600
Administrative Costs (Sierra Mental Wellness Group – SMWG)	141,570
Subtotal County Internal and Other Contracts	1,187,478
Purchased from SNMH:	
Utilities	2,546
Meals/Nutritional Services (3 meals/day/client, nutritional team stocked)	40,408
Environmental Services (cleaning, trash & med supplies disposal, sanitation)	31,391
Linen Service	3,298
Hospital Admit Kit	-
Security	2,923
Subtotal Purchased from SNMH	80,566
Total County Expenditures	1,268,044
Estimated County Revenues	
Medi-Cal Nevada County	727,599
Medi-Cal Other Counties	9,000
Other County Revenue	3,000
Case Management	2,000
Medicare and Private Insurance	=
Subtotal Revenues	741,599
SNMH:	
Guaranteed beds purchased by SNMH 3 @ \$80k each (for patients discharged from SNMH to CSU)	240,000
Total County Revenues	981,599
County Fiscal Contribution	(286,445)
County In-Kind Contribution – BH Management Oversight	(8,232)
Total County Contribution	(294,677)

Certificate Of Completion

Envelope Id: F7987251F34F463FB0B53AB33AD18F3E	Status: Completed
Subject: Complete with DocuSign: Amendment No. 7 - County of Nevada_CSU_operational agreement_.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Angela Sheehan
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 Glasson Way
	Grass Valley, CA 95945
	Angela.Sheehan@DignityHealth.org
	IP Address: 162.135.0.6


Record Tracking

Status: Original	Holder: Angela Sheehan	Location: DocuSign
7/27/2023 1:42:48 PM	Angela.Sheehan@DignityHealth.org	

Signer Events

David Hall
 David.Hall@dignityhealth.org
 CFO
 Sierra Nevada Memorial Hospital
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 162.135.0.6

Timestamp

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 Signed: 7/27/2023 1:50:52 PM

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 Accepted: 7/27/2023 1:50:45 PM
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Dr. Scott Neeley, CEO/President
 scott.neeley@dignityhealth.org
 President and CEO
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 162.135.0.6

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/31/2023 10:03:57 AM

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/31/2023 10:06:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Consent to Electronic Signatures and Communications

Under certain laws, Dignity Health (including its subsidiaries and affiliated entities and collectively referred to as “Dignity Health” in this Consent) is required to obtain your authorization and consent to obtain your electronic signature on documents related to your interactions with Dignity Health (the “Interactions”) and to receive electronically copies of such documents. As a result, we are providing this notice to you in order to obtain your agreement and consent to conduct our business with you electronically, including your consent to electronically sign documents arising from Interactions with Dignity Health and to confirm your consent to provide you with electronic copies of the same.

Please note that we will not provide you with a paper copy of your documents, but we will email a copy to you and you may otherwise print or save a copy of these documents for your records.

Scope of Your Consent

An "electronic signature" may be clicking a check box, orally stating "I Agree", or otherwise taking any other action that indicates your agreement to and receipt of a document. By indicating your consent below, **you are agreeing that any electronic signatures that you may provide are legally binding signatures with the full legal force of a handwritten signature, which does not need to be verified, validated or certified by any third party.** By indicating your consent below you are also agreeing that we can send you and you will receive electronically disclosures, communications, notices, forms, applications, policies and modifications to the same, which we choose to provide you electronically, unless and until you withdraw your consent as set forth below.

This Consent is voluntary and you may refuse to sign this Consent, but your ability to submit your request for services electronically will be restricted and potentially delayed.

If you (1) do not wish to consent to electronic signatures in connection with the Services, (2) do not consent to the electronic submission and receipt of disclosures, communications, notices, forms, applications, policies and modifications related to the Services or (3) otherwise wish not to engage in electronic transactions, you may contact us at **management.contract@dignityhealth.org** for alternatives to submit your paperwork.

In the event that we elect to discontinue the provision of any electronic communications or change the terms and conditions on which we provide electronic communications, we will provide you with any notice of such discontinuance or changes as required by law.

Obtaining a Paper Copy

Your copy of this Consent and all disclosures and communications related to this Consent, including documents in relation to the Service, will be sent and received electronically as set forth below. We reserve the right, but assume no obligation except as set forth in this Consent to provide a paper copy of any communication that you have authorized us to provide electronically.

You may save a paper copy of certain disclosures and communications by printing them. You may obtain additional paper copies by contacting us at: **management.contract@dignityhealth.org**. There will be no additional charge for obtaining paper copies.

Accessing Your Electronic Records

In order to receive documents electronically, you need a valid email address, Internet access and a computer that meets the following minimum hardware and software requirements.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

In addition, if you wish to print copies of your documents or otherwise retain your own soft copy, you will need to have a printer attached to the computer you are using or access to a hard drive or other electronic storage device, such as a hard drive or USB drive.

By signing below, you are representing that you have access to the minimum requirements above.

All communications and disclosures related to the Service provided to you electronically will be provided either via email or via download of a file that contains the electronic record

Withdrawing Your Consent

You may withdraw your consent to engage in electronic communications and transactions as described in this Consent at any time by contacting Dignity Health's Supply and Service Resource Management Department at: **management.contract@dignityhealth.org**. Any withdrawal of consent will be effective only after we have a reasonable period of time for us to process your withdrawal.

There is no charge for withdrawing your consent. However, in the event you withdraw your consent, you will not be able to receive electronically information and materials related to the Service. Withdrawing your consent does not invalidate any electronic signatures you have

previously executed, which remain valid and enforceable as electronic signatures and you authorize us to continue to take action in reliance on such electronic signatures and the activities authorized by the same, unless and until you direct us otherwise. In addition, we have no obligation to provide you paper copies of documents that you previously consented to receive electronically, although you may request additional paper copies as set forth above.

Updating Your Records

In order to ensure that you will continue to receive electronic communications from us, you must notify us of any updates to your email address. You may update your electronic contact information that we have on file by contacting us at **management.contract@dignityhealth.org**. If you provide us with an invalid email address or your email address ceases to function, we may consider such occurrence as a withdrawal of your consent to receive electronic communications and transactions.

Electronic Signature

You understand that by signing this document, you are confirming your agreement to sign this Consent electronically. A copy of this consent will be made available to you via email. You will receive only an electronic copy of your signature to this Consent. You are also confirming your agreement to use electronic signatures and receive electronic communications and records from Dignity Health and that you have access to a computer that meets the minimum requirements previously mentioned. Your act of clicking “I Agree” below is your legally binding electronic signature and agreement to the above terms, consents and disclosures. If you agree, please check “I Agree”. If you do not agree, you may not proceed with the electronic application, but may contact us to alternatively submit your paperwork.