



RESOLUTION NO. 20-423

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 5 TO THE OPERATIONAL AGREEMENT BETWEEN THE COUNTY OF NEVADA AND SIERRA NEVADA MEMORIAL- MINERS HOSPITAL (SNMH) AMENDING THE FINANCIAL ARRANGEMENT FOR THE PROVISION OF CRISIS STABILIZATION SERVICES ON THE SNMH CAMPUS

WHEREAS, on February 10, 2015 per Resolution 15-067, the Board of Supervisors approved the Operational Agreement with Sierra Nevada Memorial-Miners Hospital pertaining to the provision of crisis stabilization services, and subsequently approved Amendment No. 1 on June 28, 2016, Amendment No. 2 on September 12, 2017, per Resolution 16-287, Amendment No. 3 on October 9, 2018, per Resolution 18-482 and Amendment No. 4 on December 17, 2019, per Resolution 19-614; and

WHEREAS, the CSU provides an essential resource for Nevada County families and community partners, and serves as an alternative option to longer, more expensive inpatient psychiatric hospitalization services and enables mental health consumers to stabilize in a safe, secure community-based environment; and

WHEREAS, the Parties desire to enter into an Amendment No. 5 to the Operational Agreement to amend the Exhibit "B" Financial Arrangement to more closely align with actual costs. The amended agreement reflects an annual estimated budget of \$71,785 for services purchased from SNMH in furtherance of the operation of the CSU. This revised budget reflects an increase of \$1,770 versus the previous agreement; and

WHEREAS, the CSU operational budget will be reviewed annually and adjusted as required to reflect actual project costs and revenues of the immediate prior year.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 5 to the Operational Agreement by and between the County and Sierra Nevada Memorial-Miners Hospital, amending the Exhibit "B" Financial Arrangement and as will be reviewed annually and adjusted as required to reflect actual project costs and revenues of the immediate prior year, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 5 on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8501/521520. Revenue to be deposited into account: 1589-40110-439-8501/452000.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of October, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:  _____



Heidi Hall, Chair

10/13/2020 cc: BH*
AC*

AMENDMENT #5 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 #5 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.

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” due to an increase in SNMH actual costs.

RECITALS

NOW, THEREFORE, the Parties agree as follows:

1. This Amendment #5 is effective July 1, 2020 (“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:

Brian Evans, MD
Brian Evans, MD (Sep 15, 2020 09:19 PDT)

Brian Evans, M.D.
President and CEO

Date: Sep 15, 2020

County of Nevada:

Phebe Bell
Phebe Bell (Sep 15, 2020 12:41 PDT)

Phebe Bell, MSW
Behavioral Health Director

Date: Sep 15, 2020

Heidi Hall
Heidi Hall (Oct 14, 2020 09:09 PDT)

Honorable Heidi Hall
Chair of the Board of Supervisors

Date: Oct 14, 2020

ATTEST:

By: Julie Patterson-Hunter

Julie Patterson-Hunter
Clerk of the Board of Supervisors

Date: Oct 14, 2020

Approved as to Form:

Kelley Adams
Dignity Health Legal Department

Approved as to Form:

Jamie Hogenson
Jamie Hogenson (Oct 14, 2020 09:21 PDT)
County Counsel

EXHIBIT "B"
FINANCIAL ARRANGEMENT

For satisfactory performance of services in accordance with Exhibit "A", County shall pay to SNMH \$71,785 per fiscal year (July 1, 2020 and ending June 30, 2021), subject to a prorated reduction of \$196.67 per day for any partial year of operation. SNMH shall pay to County \$240,000 per fiscal year (July 1, 2020 and ending June 30, 2021) 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: HNSA 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 (2020/21)

Estimated County Expenditures	
Staffing (RN, MH Therapist, Psych Tech)	868,050
IT/Facility Charges	10,000
Pharmacy	12,180
Office Supplies/Goods & Services	12,624
Psychiatry	87,400
Administrative Costs (Sierra Mental Wellness Group – SMWG)	125,071
Subtotal County Internal and Other Contracts	1,115,325
Purchased from SNMH:	
Utilities	2,472
Meals/Nutritional Services (3 meals/day/client, nutritional team stocked)	33,054
Environmental Services (cleaning, trash & med supplies disposal, sanitation)	30,480
Linen Service	3,203
Hospital Admit Kit	-
Security	2,575
Subtotal Purchased from SNMH	71,785
Total County Expenditures	1,187,110
Estimated County Revenues	
Medi-Cal Nevada County	677,758
Medi-Cal Placer County	15,112
Placer County Revenue	9,523
Case Management	3,854
Medicare and Private Insurance	-
Subtotal Revenues	706,247
SNMH:	
Guaranteed beds purchased by SNMH 3 @ \$80k each (for patients discharged from SNMH to CSU)	240,000
Total County Revenues	946,247
County Fiscal Contribution	(238,287)
County In-Kind Contribution – BH Management Oversight	(16,364)
Total County Contribution	(254,651)