# RESOLUTION No. 25-181

# OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 8 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 TO BE EFFECTIVE THROUGH JUNE 30, 2027

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, Amendment No. 4 on December 17, 2019, per Resolution 19-614, Amendment No. 5 on October 13, 2020, per Resolution 20-423, Amendment No. 6 on May 10, 2022, per Resolution 22-187, Amendment No. 7 on August 22, 2023 Resolution 23-447; and

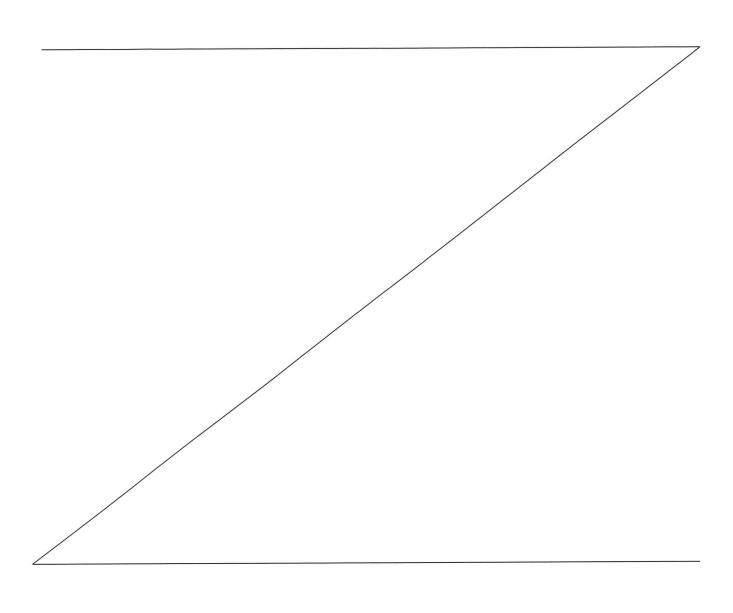
WHEREAS, the CSU provides an essential resource for Nevada County families and community partners, and serves as an alternative option to longer, more expensive inpatient psychiatric hospitalization services and enables mental health consumers to stabilize in a safe, secure community-based environment;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

WHEREAS, the Parties desire to enter into an Amendment No. 8 to the Operational Agreement to amend the Exhibit "B" Financial Arrangement to be effective through June 30, 2027; and

WHEREAS, the CSU operational budget will now be revised every three years and adjusted as required.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 8 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 every three years and adjusted as required to reflect actual project costs and revenues of the prior years, 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. 8 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 27th day of May 2025, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan

Hoek, and Hardy Bullock.

Noes:

None.

Absent:

None.

Abstain:

None.

Recuse:

None.

ATTEST:

TINE MATHIASEN

Chief Deputy Clerk of the Board of Supervisors

# AMENDMENT #8 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 #8 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 13, 2020 per Resolution 20-423, as further amended on May 10, 2022 per Resolution 22-187, as further amended on August 22, 2023 per Resolution 23-444.

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 reflect an increase in SNMH actual costs for the period of July 1, 2024 – June 30, 2025 ("FY25"); July 1, 2025 – June 30, 2026 ("FY26") and July 1, 2026 – June 30, 2027 ("FY27").

#### RECITALS

NOW, THEREFORE, the Parties agree as follows:

- 1. This Amendment #8 is effective July 1, 2024 ("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:

Scott Neeley, M.D. President and CEO

Date: 05/15/2025

County of Nevada:

Phebe Bell

Phebe Bell, MSW

Behavioral Health Director

Date: 05/16/2025

\* Huli Hall Heidi Hall (05/16/2025 15:10 PDT)

Chair of the Board of Supervisors Nevada County

Date: 05/16/2025

ATTEST:

By: Lauriana Cecchi

Clerk of the Board, Nevada County

Date: 06/12/2025

### EXHIBIT "B" FINANCIAL ARRANGEMENT July 1, 2024 – June 30, 2035

#### Compensation to SNMH:

For satisfactory performance of services in accordance with Exhibit "A", County shall pay to SNMH the following per fiscal year:

• FY 25: \$91,731

• FY 26: \$95,387

• FY 27: \$98,348

The above listed compensation is subject to a prorated reduction of \$251.33 per day for any partial year of operation.

#### Compensation to County:

For satisfactory performance of services in accordance with Exhibit "A", SNMH shall pay to County \$240,000 per fiscal year (e.g. July 1, 2024 and ending June 30, 2025) for three (3) dedicated CSU beds, subject to a prorated reduction of \$657.53 per day for any partial year of operation.

#### Reports from Parties:

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 15<sup>th</sup> 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.

[149827]281159.1545685

Invoices are due to SNMH by the 15<sup>th</sup> 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 (FY 25)

Estimated County Expenditures	
Staffing (RN, MH Therapist, Psych Tech)	1,271,180
IT/Facility Charges	12,000
Pharmacy	2,000
Office Supplies/Goods & Services	23,900
Psychiatry	90,000
Administrative Costs (Sierra Mental Wellness Group – SMWG)	217,407
Subtotal County Internal and Other Contracts	1,604,487
Purchased from SNMH:	
Utilities	2,798
Meals/Nutritional Services (3 meals/day/client, nutritional team stocked)	49,327
Environmental Services (cleaning, trash & med supplies disposal, sanitation)	30,312
Linen Service	3,288
Hospital Admit Kit	0,000
Security	6,009
Subtotal Purchased from SNMH	91,734
Total County Expenditures	1,696,221
Estimated County Revenues	
Medi-Cal Nevada County	938,436
Medi-Cal Other Counties	9,000
Other Revenue	70,013
Case Management	2,000
Medicare and Private Insurance	3 <b>=</b> 0
Subtotal Revenues	1,019,449
SNMH:	
Guaranteed beds purchased by SNMH 3 @ \$80k each (for patients discharged from SNMH to CSU)	240,000
Total County Revenues	1,259,449
County Fiscal Contribution	436,772
County In-Kind Contribution – BH Management Oversight	11,314
Total County Contribution	448,086