

AGREEMENT FOR SERVICES #8848
AMENDMENT I

This First Amendment to that Agreement for Services #8848, is 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 the County of Nevada, a political subdivision of the State of California, whose principal place of business is 950 Maidu Avenue, Suite 120, Nevada City, California 95959 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide Telephone Crisis Services, pursuant to Agreement for Services #8848, dated July 1, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add the provision of Telephone Access Calls, Call Assessment and Crisis Phone Triage Services to said Agreement, hereby amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to add the option to extend the term of the Agreement for three (3) additional years, hereby amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to update the billing rates amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the maximum obligation of the Agreement by \$132,042 for the initial three (3) year term ending on June 30, 2026, and increase the not to exceed compensation by \$417,210 for the optional three (3) year term extension, amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #8848.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8848 on the following terms and conditions:

1) ARTICLE I, Scope of Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide Telephone Crisis Services, Telephone Access Calls and Assessments, and Crisis Triage Services to County callers, which parties acknowledge and agree will be provided through a subcontract with Auburn Counseling Services, Inc., doing business as Communicare, or other selected

subcontractor in accordance with ARTICLE XII, Assignment and Delegation, for County Crisis line and County Access line calls.

A. County Crisis line and County Access Line Calls:

1. Contractor shall answer calls forwarded by County Access Line and County Crisis Line within two (2) rings, from lines specifically dedicated for Access Line or County Crisis Line callers twenty-four (24) hours per day, seven (7) days per week including weekends and County holidays.
2. Contractor shall evaluate each call to determine if the caller is in crisis, calling to request a service, or needing access to other County services. Contractor shall, complete Call Log for each call and Request for Services Form for County Substance Use Disorder (SUD) and County Mental Health as appropriate, connect the caller to crisis services if appropriate, provide mental health rehabilitation services as appropriate, and provide information, education, and consultation as needed.

B. Crisis Phone Triage Services:

1. Contractor shall evaluate each call to determine if the call is an emergency and if crisis services are needed. Crisis services may include developing a safety plan as appropriate including instructing caller to a hospital, dispatching Mobile Crisis Team, or requesting Law Enforcement response.
2. Contractor shall provide information, consultation, and education to callers by phone as appropriate.
3. Contractor shall provide mental health rehabilitation services by phone as appropriate.
4. Contractor, based on completion of County provided Mobile Crisis Dispatch Tool, shall request dispatch of appropriate Mobile Crisis Team based on caller location, and service date/time in accordance with a Mobile Crisis Team schedule to be provided in writing by County.
5. Contractor shall complete documentation of crisis calls, including a statement of the crisis, client disposition, interventions provided, safety plans and next steps.

C. Access Line Phone Services

1. Contractor shall evaluate each call to determine potential services for individuals seeking treatment utilizing County provided Screening Tool.
2. If Contractor determines the call is crisis related, Contractor shall follow crisis phone triage steps.
3. If caller is requesting non-crisis mental health services, Contractor shall complete County provided Screening Tool and Request for Services for County services and document referral location on Call Log.
4. Contractor shall document on Call Log, callers requesting resolution for grievances, general complaints, or Patient's Rights and direct caller to contact El Dorado County Patients Rights Office at (530) 621-6183.
5. Contractor shall refer callers seeking general information about Mental Health to the El Dorado County Behavioral Health webpage at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Behavioral-Health>.

D. Contractor shall document all requests for service, crisis calls, and inquiries on forms designed by the County and utilize County designated system. Documentation shall meet requirements set forth by Department of Health Care Services (DHCS), Medi-Cal, Medicare, and El Dorado County Behavioral Health requirements as part of triage, assessment, and safety planning.

E. Contractor shall provide daily documentation of calls, including type of referrals made and disposition of calls to the County for follow up. Contractor shall submit Screening Tools, Request for Services, Mobile Crisis Dispatch Tools, and other documentation as required by the County, at the agreed upon fax number of (530) 295-2532, or as otherwise directed by County.

2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows.

ARTICLE II

Term: This Agreement shall be effective upon final execution of all parties and shall cover the initial period from July 1, 2024 through June 30, 2026.

The parties have the option to extend the term of the Agreement for one (1) additional three (3) year term after the initial expiration date for a term not to exceed June 30, 2029, with no changes to the terms and conditions herein, unless the Agreement is amended. The option to extend the Agreement shall be subject to written County Contract Administrator approval to Contractor in accordance with the Article titled, "Notice to Parties."

3) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice (s) identifying services rendered.

A. Rates: For the period beginning July 1, 2024 the effective date of the Agreement, and continuing through March 31, 2025, for the services provided herein, the billing rates shall be in accordance with the table below marked "Rate Table."

Rate Table: For the purposes of this Agreement, Contractor will be paid in four (4) quarterly payments per Fiscal Year (FY) as follows:

Billing Period	Rates
07/01/24 - 03/31/25	Three (3) quarterly payments of \$6,250

The four (4) quarters are defined as: a) January through March; b) April through June; c) July through September; and d) October through December.

For the period beginning April 1, 2025, and continuing throughout the duration of the Agreement, unless amended, for the services provided herein, the billing rates shall be in accordance with the table below marked "Amended Rate Table."

Billing Period	Rates
04/01/25 – 06/30/26 or 06/30/29 if term is extended	Quarterly payments of \$32,808

The four (4) quarters are defined as: a) January through March; b) April through June; c) July through September; and d) October through December.

Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing at least thirty (30) days in advance of a rate change and include the reason for the request which may include: a) Changes to Contractor’s Cost of doing business; b) Changes to staffing levels; c) Other reason which is substantiated by County staff based on the Contractor justification provided. Contractor may request no more than one (1) rate increase per Fiscal Year. County acceptance of rate changes shall be submitted to Contractor via written notice in accordance with the Article titled, “Notice to Parties.”

B. Invoices: It is a requirement of this Agreement that Contractor shall submit an original invoice similar in content and format with the Health and Human Services Agency (HHSA) invoice template linked online at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>, and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p style="text-align: center;">BHinvoice@edcgov.us Please include in the subject line: Contract #, Service Month, Description / Program</p>	<p style="text-align: center;">County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Service Agency’s Fiscal Officer.

In the event Contractor fails to deliver the documents or other deliverables required pursuant to this Agreement, County at its sole option may delay the quarterly 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 hereing below in the Article titled “Default, Termination, and Cancellation.”

4) **ARTICLE IV Maximum Obligation**, is hereby amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement for the initial term of July 1, 2024 through June 30, 2026 shall not exceed \$182,790.00 inclusive of all costs, taxes, and expenses.

In the event that the term of this Agreement is extended for the additional three (3) year extension, in accordance with the Article titled "Term," the maximum obligation shall not exceed \$600,000.00. In no event shall the County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement, including extensions unless otherwise amended.

Except as herein amended, all other parts and sections of that Agreement #8848 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Christianne Kernes, LMFT
Deputy Director
Behavioral Health Division
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8848 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- COUNTY OF NEVADA --

By: _____
Heidi Hall
Chair, Board of Supervisors
"Contractor"

Dated: _____

Approved as to Form
Office of County of Nevada Counsel

By: _____

Dated: _____