



# RESOLUTION No. 23-444

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

### RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 7 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, 2024

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; and

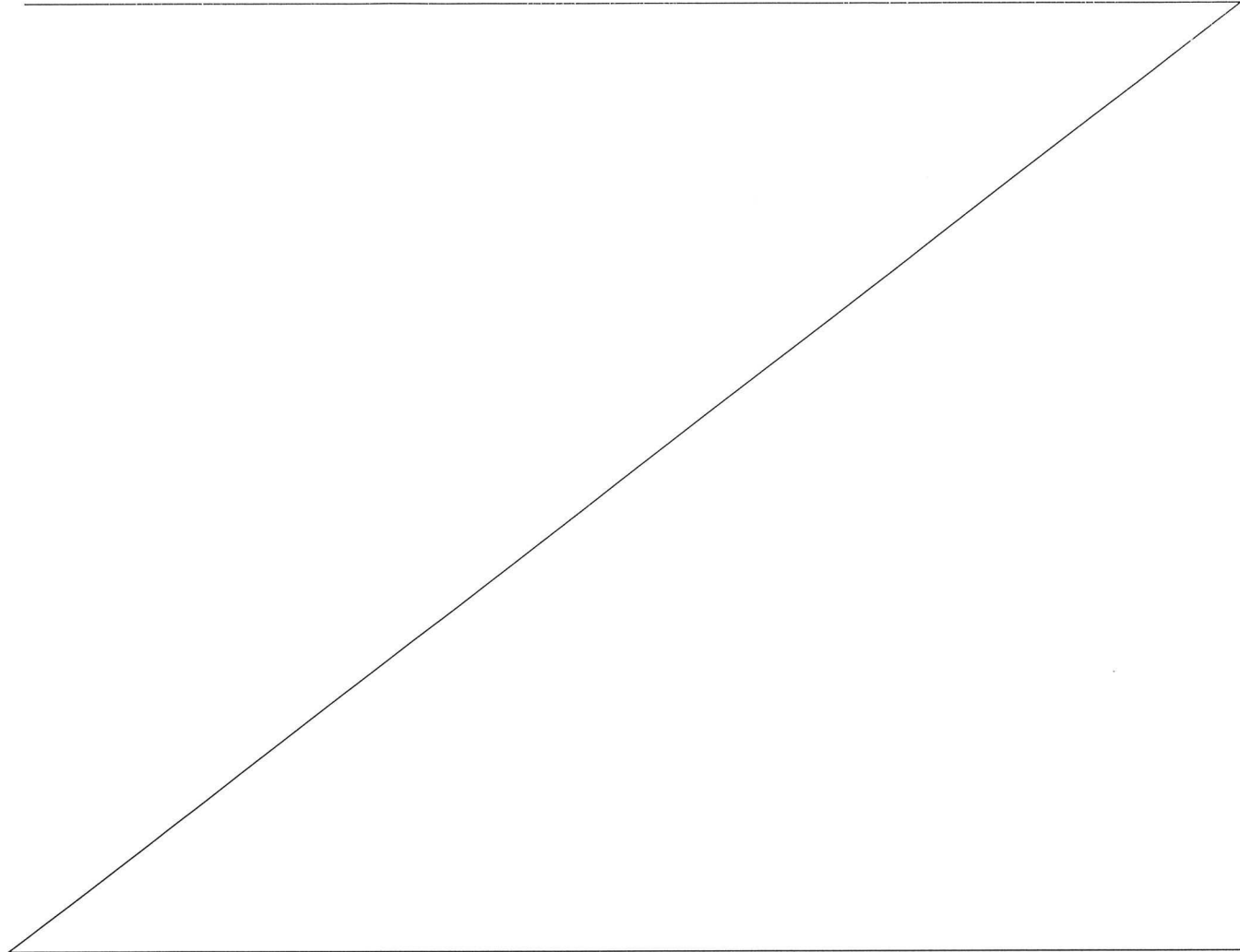
WHEREAS, the CSU provides an essential resource for Nevada County families and community partners, and serves as an alternative option to longer, more expensive inpatient psychiatric hospitalization services and enables mental health consumers to stabilize in a safe, secure community-based environment;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

WHEREAS, the Parties desire to enter into an Amendment No. 7 to the Operational Agreement to amend the Exhibit "B" Financial Arrangement to be effective through June 30, 2024.

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. 7 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. 7 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 22nd day of August, 2023, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

For

By: Heidi Hall, Deputy CB

Edward C. Scofield  
Edward C. Scofield, Chair

**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:

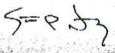
1. This Amendment #7 is effective July 1, 2022 (“Amendment Effective Date”).
2. That Exhibit B, “Financial Arrangement,” is hereby replaced in its entirety, as set forth in the revised Exhibit B attached hereto and incorporated herein.
3. That in all other respects the prior Agreement between the Parties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

Jul 27, 2023

**County of Nevada:**


Phebe Bell  
Phebe Bell (Jul 31, 2023 14:22 PDT)  
\_\_\_\_\_  
Phebe Bell, MSW  
Behavioral Health Director

Date: 07/31/2023

  
\_\_\_\_\_  
Edward Scofield  
Chair of the Board of Supervisors

Date: 08/23/2023

ATTEST:

By:   
\_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

Date: 08/23/2023

Approved as to Form:

Jamie Hogenson  
Jamie Hogenson (Aug 23, 2023 11:12 PDT)  
\_\_\_\_\_  
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 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:       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 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 (2022/23; 2023/24)

<b>Estimated County Expenditures</b>	
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
<b>Subtotal County Internal and Other Contracts</b>	<b>1,187,478</b>
<b>Purchased from SNMH:</b>	
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
<b>Subtotal Purchased from SNMH</b>	<b>80,566</b>
<b>Total County Expenditures</b>	<b>1,268,044</b>
<b>Estimated County Revenues</b>	
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	=
<b>Subtotal Revenues</b>	<b>741,599</b>
SNMH:	
Guaranteed beds purchased by SNMH 3 @ \$80k each (for patients discharged from SNMH to CSU)	240,000
<b>Total County Revenues</b>	<b>981,599</b>
County Fiscal Contribution	(286,445)
County In-Kind Contribution – BH Management Oversight	(8,232)
<b>Total County Contribution</b>	<b>(294,677)</b>



**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:
Enveloped 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**



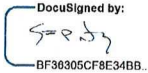
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 Signed: 7/27/2023 1:50:52 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/27/2023 1:50:45 PM  
 ID: e71107e5-41a7-4db5-8bcc-a1532604e99a

Dr. Scott Neeley, CEO/President  
 scott.neeley@dignityhealth.org  
 President and CEO  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
 Using IP Address: 162.135.0.6

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 Signed: 7/31/2023 10:06:02 AM

**Electronic Record and Signature Disclosure:**  
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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
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Certified Delivered	Security Checked	7/31/2023 10:03:57 AM



**Envelope Summary Events****Status****Timestamps**

Signing Complete

Security Checked

7/31/2023 10:06:02 AM

Completed

Security Checked

7/31/2023 10:06:02 AM

**Payment Events****Status****Timestamps****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](mailto: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.**

**Signature:**   
Phebe Bell (Jul 31, 2023 14:22 PDT)  
**Email:** phebe.bell@nevadacountyca.gov  
**Title:** Director  
**Company:** Nevada County Behavioral Health

**Signature:**   
**Email:** ed.scofield@nevadacountyca.gov  
**Title:** Chairman of the Board  
**Company:** County of Nevada

**Signature:**   
**Email:** Julie.Patterson-Hunter@nevadacountyca.gov  
**Title:** Clerk of the Board  
**Company:** County of Nevada

**Signature:**   
Jamie Hogenson (Aug 23, 2023 11:12 PDT)  
**Email:** jamie.hogenson@nevadacountyca.gov  
**Title:** Deputy County Counsel  
**Company:** Office of the County Counsel