

**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:**

**County of Nevada:**

\_\_\_\_\_  
Brian Evans, M.D.  
President and CEO

\_\_\_\_\_  
Phebe Bell, MSW  
Behavioral Health Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Heidi Hall  
Chair of the Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Dignity Health Legal Department

Approved as to Form:

\_\_\_\_\_  
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 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:       HHS 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 (2020/21)**

<b>Estimated County Expenditures</b>	
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)	<u>125,071</u>
<b>Subtotal County Internal and Other Contracts</b>	<b>1,115,325</b>
<b>Purchased from SNMH:</b>	
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	<u>2,575</u>
<b>Subtotal Purchased from SNMH</b>	<b>71,785</b>
<b>Total County Expenditures</b>	<b>1,187,110</b>
<b>Estimated County Revenues</b>	
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	-
<b>Subtotal Revenues</b>	<b>706,247</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>946,247</b>
County Fiscal Contribution	(238,287)
County In-Kind Contribution – BH Management Oversight	<u>(16,364)</u>
<b>Total County Contribution</b>	<b>(254,651)</b>