



# RESOLUTION NO. 19-614

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

### RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 4 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, and Amendment No. 3 on October 9, 2018, per Resolution 18-482; 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

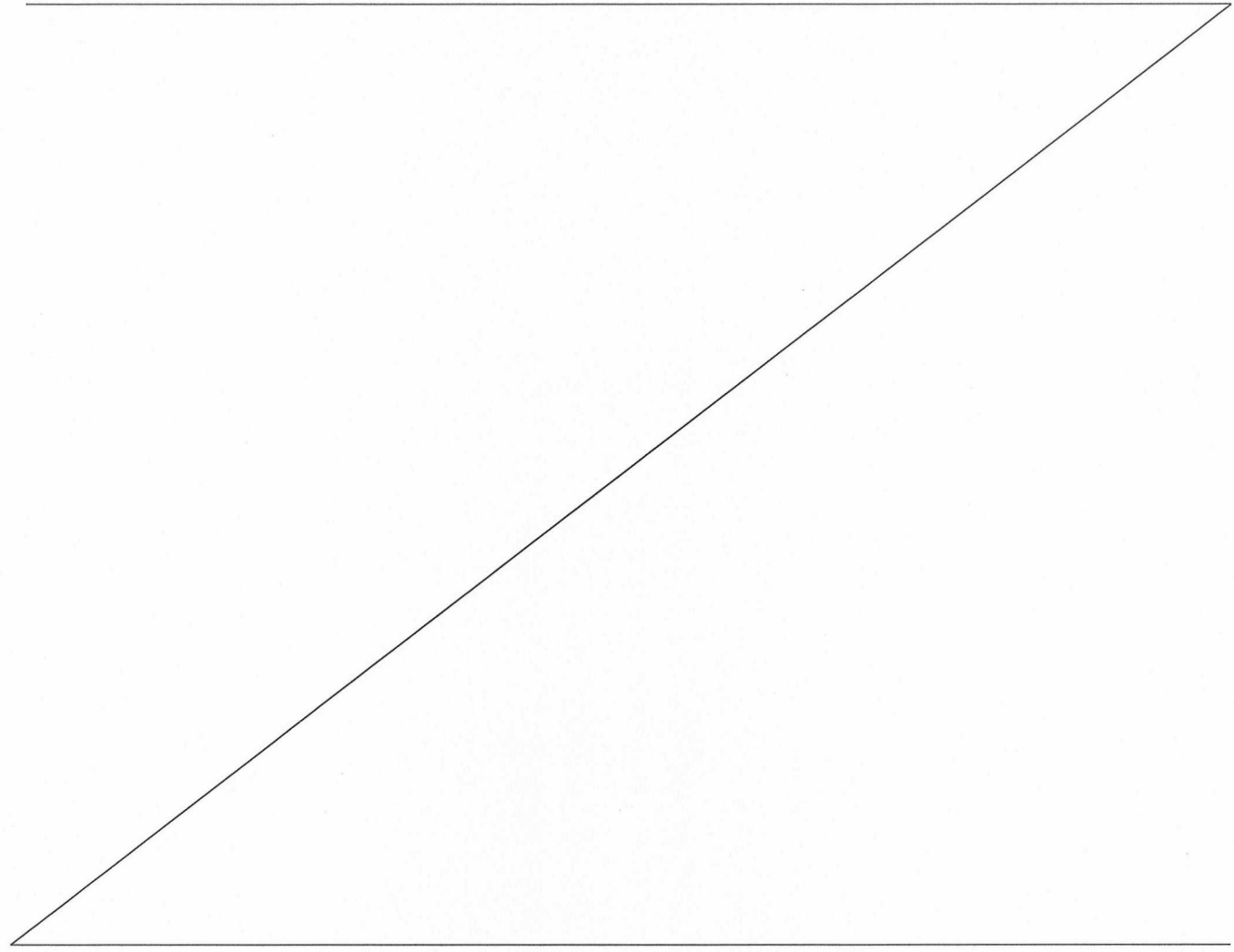
WHEREAS, the Parties desire to enter into an Amendment No. 4 to the Operational Agreement to amend the Exhibit "B" Financial Arrangement to more closely align with actual costs. The amended agreement reflects an annual estimated budget of \$70,015 for services purchased from SNMH in furtherance of the operation of the CSU. This revised budget reflects an increase of \$806 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. 4 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. 4 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 special meeting of said Board, held on the 17th day of December, 2019, by the following vote of said Board:

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

Noes: None.

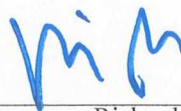
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

12/17/2019 cc: BH\*  
AC\* (Hold)

12/19/2019 cc: BH\*  
AC\*(release)  
SNMH

**AMENDMENT #4 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 #4 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, and as further amended on October 9, 2018 per Resolution 18-482.

**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:

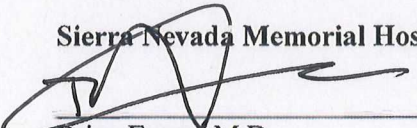
1. This Amendment #4 is effective July 1, 2019 (“Amendment Effective Date”).
2. That Exhibit B, “Financial Arrangement,” is hereby replaced in its entirety, as set forth in the revised Exhibit B attached hereto and incorporated herein.
3. That in all other respects the prior Agreement between the Parties shall remain in full force and effect except as amended herein.

*{Signatures on following page}*

**SIGNATURE PAGE**

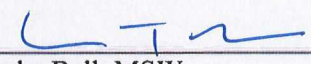
IN WITNESS WHEREOF, the Parties have executed this Amendment effective on the Amendment Effective Date.

**Sierra Nevada Memorial Hospital:**

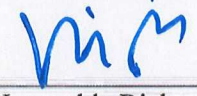
  
\_\_\_\_\_  
Brian Evans, M.D.  
President and CEO

Date: 12/12/19

**County of Nevada:**

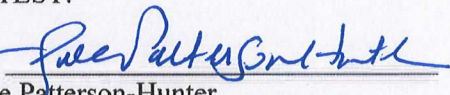
  
\_\_\_\_\_  
Phebe Bell, MSW  
Behavioral Health Director

Date: 12/17/19

  
\_\_\_\_\_  
Honorable Richard Anderson  
Chair of the Board of Supervisors

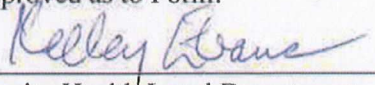
Date: 12/17/2019

ATTEST:

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

Date: 12/17/2019

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 \$70,015 per fiscal year (July 1, 2019 and ending June 30, 2020), subject to a prorated reduction of \$191.82 per day for any partial year of operation. SNMH shall pay to County \$240,000 per fiscal year (July 1, 2019 and ending June 30, 2020) 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 (2019/20)**

<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	2,400
Meals/Nutritional Services (3 meals/day/client, nutritional team stocked)	34,317
Environmental Services (cleaning, trash & med supplies disposal, sanitation)	28,338
Linen Service	2,655
Hospital Admit Kit	-
Security	<u>2,305</u>
<b>Subtotal Purchased from SNMH</b>	<b>70,015</b>
<b>Total County Expenditures</b>	<b>1,185,340</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>
<b>SNMH:</b>	
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	(16,364)
<b>Total County Contribution</b>	<b>(254,651)</b>