

AMENDMENT #1 TO THE 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 NO. 1 to the Operational Agreement ("Agreement") 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 will amend the Operational Agreement pertaining to the provision of crisis stabilization services on the Sierra Nevada Memorial-Miners Hospital Campus, hereinafter referred to as the "Agreement", as approved on February 10, 2015 per Resolution 15-067.

WHEREAS, the purpose of this Operational Agreement is to delineate the roles and responsibilities of the County and SNMH and to establish the financial arrangement between the parties related to the operation of the CSU; and

WHEREAS, the parties desire to amend their Agreement to amend the Scope of Services Exhibit "A" and Financial Arrangement Exhibit "B" with regard to the County assuming responsibility for the provision of tele-psychiatry services.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment No. 1 is effective as of December 15, 2015.
2. That Exhibit A, "Scope of Services", is hereby replaced in its entirety, as set forth in the revised Exhibit A as attached hereto and incorporated herein.
3. That Exhibit B, "Financial Arrangement", is hereby replaced in its entirety, as set forth in the revised Exhibit B as attached hereto and incorporated herein.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect except as amended herein.

Sierra Nevada Memorial Hospital:


Katherine A. Medeiros, CEO

Date: 6/14/16

County of Nevada:

Rebecca Slade, MFT
Behavioral Health Director
Date: _____

Honorable Dan Miller,
Chair of the Board of Supervisors

Date: _____

ATTEST:
By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

Approved as to Form:

Dignity Health Legal Department

Approved as to Form:

County Counsel

EXHIBIT "A"
SCOPE OF SERVICES

Crisis Stabilization Unit Operations

Program Plan: Under the scope of this Agreement, County and SNMH shall collaborate to plan, develop, implement, and operate a four bed Crisis Stabilization Unit ("*CSU*"), as part of a crisis continuum of care to meet the needs of individuals at risk of requiring crisis services. The CSU will offer stabilization services lasting less than 24 hours to help resolve an acute psychiatric and/or co-occurring (substance use/mental health) crisis episode. The CSU will provide mental health stabilization services, which include mental health assessment, medication assessment, psychotherapy, nursing, and case management, to adult residents of both eastern and western Nevada County, and to others on a case by case basis. The development of a CSU will allow individuals to receive services in the least restrictive and most appropriate setting, preventing psychiatric hospitalizations, as well as promoting wellness, resiliency, and recovery.

County shall provide:

1. Oversight and compliance of the CSU per State guidelines (CCR Title 9, sections 1840.338 and 1840.348). The County will issue a Request for Proposal ("*RFP*") and award a contract to a qualified entity to provide the staffing for the CSU, which will include a full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse and a full-time licensed or waived/registered mental health professional to be on site at all times clients are present, and access to a board certified psychiatrist. Any such award shall be subject to any restrictions imposed by Section 9 of the Ground Lease.
2. Purchase a modular building for the CSU to be placed on the SNMH campus, located near the Emergency Department, as well as purchase all furniture and equipment required to provide services in the CSU.
3. Operational oversight of the CSU including:
 - a. Billing for Crisis Stabilization services,
 - b. Developing processes and procedures for admission, discharges, and important treatment interventions of clients in the CSU,
 - c. Monitoring and ensuring that the services to be delivered by SNMH to the CSU pursuant to this Agreement are provided.
4. Three beds reserved for patients medically cleared by SNMH.

SNMH shall provide:

1. **Medical Screening Exam:** Patients/Clients referred by SNMH will be medically cleared through SNMH's Emergency Department physician prior to admission to the CSU. If the need for medical services occurs while a patient is in the CSU, that patient will be admitted to SNMH's Emergency Department.

2. **Meals/ Nutritional Services:** includes serving clients 3 meals a day, plus SNMH will stock a nutritional room with snacks, fruit and drinks for patients. SNMH will accommodate special diets based on medical conditions including heart healthy, low sodium, consistent carbohydrates and vegetarian. SNMH will also provide basic nutritional assessment when mutually agreed, Monday through Friday, 8am to 5pm, and only when not in conflict with another SNMH's emergent patient's requirements.
3. **Environmental Services (EVS):** includes daily cleaning of general areas, terminal cleaning of rooms at discharge, disposal of trash, disposal of medical supplies, and sanitation of areas. SNMH will have someone to respond to needs 24 hours per day.
4. **Linens:** SNMH will provide towels, bed linens, and bedding needed for the CSU, on a daily basis and when rooms are being cleaned.
5. **Admit Kits:** will be provided by SNMH to clients and will include basic toiletries items such as tooth brush/toothpaste, etc.
6. **Security:** SNMH will be responsible for providing a security patrol for the exterior common areas of the SNMH grounds, which shall include patrol of the CSU building and response to calls from CSU staff for immediate assistance related to security incidents within the CSU, 24 hours per day/7 days per week.
7. **Utilities:** SNMH will provide the utilities for the CSU pursuant to Section 11 of the Ground Lease.
8. **Contact and Resolution:** SNMH will provide the County with contact names and phone numbers to address any need for the services noted in this section. The standard of services in this section will be comparable to the quality and response of these services customary provided within other SNMH units. SNMH will be responsible to address any problems in timeliness, quality, or other aspects of these services.

EXHIBIT "B"
FINANCIAL ARRANGEMENT

For satisfactory performance of services in accordance with Exhibit "A", County shall pay to SNMH \$200,415 for the 12 months beginning July 1, 2015 and ending June 30, 2016, subject to a prorated reduction of \$549.08 per day for any partial year of operation. SNMH shall pay to County \$240,000 for three (3) dedicated CSU beds for 12 months beginning July 1, 2015 and ending June 30, 2016, subject to a prorated reduction of \$657.53 per day for any partial year of operation.

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 15th 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: Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

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 15th 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 2015-16 (First Year)**

Basis for estimates: 728 patient days (50% occupancy)

A. Estimated County Expenditures		
Staffing	858,343	
IT Charges	4,800	
Pharmacy (estimated at \$32.95/patient/day)	24,000	
Office Supplies	3,640	
Psychiatry	102,200	
County Administrative Costs	177,673	
Subtotal County Internal and Other Contracts		1,170,656
Purchased from SNMH:		
Utilities	2,400	
Meals/Nutritional Svcs (3 meals/day/client, nutritional room stocked)	52,820	
Environmental Svcs (cleaning, trash & med supply disposal, sanitation)	110,405	
Linen Service	6,340	
Hospital Admit Kit	3,645	
Security (6.5 months)	24,805	
Subtotal Purchased from SNMH		200,415
Total County Estimated Expenditures		1,371,071
B. Estimated County Revenues		
MediCal estimate (396 bed-days, \$99.51/hr, max poss 20 hrs/day, 50% FFP)	685,535	
MediCare estimate and Private Insurance estimate	18,111	
Subtotal Insurance Revenues		703,646
SNMH:		
Guaranteed bed rate (for patients discharged from SNMH to CSU)	80,000	
Guaranteed beds purchased by SNMH	3	240,000
Total County Estimated Revenues		943,646
Net Estimated Cost to County		427,425