

**AMENDMENT #1 TO THE CONTRACT WITH
GHC of AUBURN, LLC DBA SIENA SKILLED NURSING & REHABILITATION
CENTER (PESQ4668)**

THIS AMENDMENT is executed this 25th day of April, 2023, by and between GHC OF AUBURN, LLC DBA SIENA SKILLED NURSING & REHABILITATION CENTER, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County.” Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on March 28, 2023 per Purchase Order No. PESQ4668; and

WHEREAS, the Contractor operates Skilled Nursing Facility/Special Treatment Program (SNF/STP) and other Community Mental Health Services for Mentally Disordered Persons; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$50,000 to \$577,095 (an increase of \$527,095) and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract amount and a term extension to June 30, 2024.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of February 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$577,095.
3. That the Contract Termination Date is amended to the following:
June 30, 2024.
4. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
5. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: _____
Edward Scofield
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

CONTRACTOR:

By: _____
GHC of Auburn, LLC
6 Hutton Center Drive, Ste 400
Santa Ana, CA

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
GHC OF AUBURN, LLC DBA SIENA SKILLED NURSING & REHABILITATION CENTER

The maximum payments during the term of this Contract shall not exceed Five Hundred Seventy Seven Thousand Ninety Five Dollars (\$577,095) for the entire contract term of October 1, 2022 through June 30, 2024 unless sooner terminated as provided in this Agreement. Amount not to exceed \$144,570 for fiscal year 2022/23.

Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth below. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

County shall pay Contractor the amount payable calculated based on the interim rates specified below for services that have been authorized and provided in accordance with the provisions of this Agreement.

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	Special Care Standard Rate Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none">• Basic Care Services• LTC Treatment Services• Case Management Services	\$275/day
LTC Patch B	Special Care Additional Services Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: <ul style="list-style-type: none">• Basic Care Services• LTC Treatment Services• Case Management Services	\$300/day
**LTC Indigent Rate	Unfunded or Non-contracted Medi-Cal HMO	A - \$600/day B - \$625/day

Item	Pay Point Description	Daily Rate per Client
STP Patch A	Special Care Standard Rate Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services 	\$325/day
STP Patch B	Special Care Additional Services Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services 	\$360/day
STP Patch C	Special Care Additional Services Intense Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services • High acuity • AWOL Risk • Additional staffing required 	\$395/day
**STP Indigent Rate	Unfunded or Non-contracted Medi-Cal HMO	A- \$650/day B- \$685/day C- \$720/day

Contractor shall remit invoices to:
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

- H.** County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.
- I.** In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due to Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- J.** Claims submitted one hundred eighty (180) days after the date of service will be denied in accordance with State of California regulations concerning timely submission.

Late claims submitted with a written request within a reasonable timeframe before the one hundred eighty (180) day regulation cut off, if it is due to circumstances beyond the control of the Contractor, may be approved by the Behavioral Health Director for claim submission.

- K. 1.** County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
 - 2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Behavioral Health Director.
- L.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
- M.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- N.** Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.
- O.** The Indigent Rate will apply when the Contractor admits a client from the County who is not enrolled nor covered for services under their traditional Medi-Cal benefits. The Indigent Rate shall never be less than the published Medi-Cal Rate plus the approved Patch Rate in effect at the time services are

provided. When a County client is enrolled in a Managed Medi-Cal Plan which does not provide coverage for services, Contractor will work with the client's Conservator to disenroll from the Managed Medi-Cal Plan into traditional Medi-Cal, and such disenrollment shall be retroactively effective on the date of admission for services. However, if Medi-Cal does not provide retroactive eligibility, the non-covered days will be billed to the County at the Indigent Rate included in the rate section of this Agreement. Contractor will have one hundred eighty (180) days after the date of service to bill the Indigent Rate days to the County, no other billing timelines specified in this contract will apply. If Contractor receives payment from another payment source for the Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days paid by the other payment source.

Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate listed in the rate table.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate table above. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained in the above rate table. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:
 - 5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

- 5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.
- 5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co- payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.
- 5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
- 5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.