

**AMENDMENT #1 TO THE CONTRACT WITH
ST. HELENA HOSPITAL CENTER FOR BEHAVIORAL HEALTH (PESH2793)**

THIS AMENDMENT is dated this 7th day of July 2015 by and between ST. HELENA HOSPITAL CENTER FOR BEHAVIORAL HEALTH 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 Personal Services Contract as approved per Purchase Order PESH2793.

WHEREAS, the parties desire to amend their Agreement to 1) increase the maximum contract price from \$20,000 to \$50,000 (an increase of \$30,000) due to an unanticipated increase in services; 2) amend Exhibit "B" to reflect this increase in maximum obligation; and 3) amend Exhibit "B" to reflect the updated reimbursement rates for County clients.

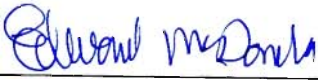
NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of July 1, 2015.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$50,000.
3. That Exhibit "B", Schedule of Charges and Payments, shall be revised to the amended 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.

COUNTY OF NEVADA

By: _____
Honorable Dan Miller
Chair, Board of Supervisors

CONTRACTOR:

By: 
Edward McDonald, CFO
525 Oregon Street
Vallejo, California 94590

ATTEST:

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

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENT
ST. HELENA HOSPITAL CENTER FOR BEHAVIORAL HEALTH

The maximum payments from County to Contractor during the term of this Contract shall not exceed Fifty Thousand Dollars (\$50,000) for the contract term of July 1, 2014 through June 30, 2016. Unexpended funds not used during Fiscal Year 2014/15 may be rolled over by the department for payment of contract services provided during Fiscal Year 2015/16.

No provision in this Contract withstanding, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during term this Contract is in effect.

Contractor shall provide to County standard UB92 billing forms or its replacement including patient's name, the date of services, and the charges. County shall provide payment to Contractor within thirty (30) days of receipt of itemized statement.

Contractor shall use the Uniform Method of Determining Ability to Pay (UMDAP) prescribed by the State Director of Mental Health.

The reimbursement rates for County clients under this Contract are as follows:

Per Diem Acute Facility Psychiatric Day Rate MediCal	- \$1,100.00
Plus daily doctor cost (MediCal, Admin Days)*	- \$ 95.00
Per Diem Short Doyle Day Rate/ Indigent	- \$1,195.00
Administrative day rate	- \$ 519.94

*Pro Fees are due every day patient is seen including discharge day and administrative days.

The above rate structure shall be automatically adjusted to the annual rate structure negotiated by Solano County Mental Health as the Host County.

County shall be the payor of last resort for the costs incurred for psychiatric treatment only after appropriate third-party payor sources (Medi-Cal, Medicare, prepaid health plans, private insurance, Veteran's Administration, Workers Compensation, State Disability, etc.) and private or responsible sources have been billed and all revenues possible have been collected from these sources.

Contractor will bill County Medical Service Program (CMSP) for all services provided to clients who are eligible for CMSP. For clients referred by Nevada County, County will cover any days after CMSP is exhausted where continued medical necessity for inpatient hospitalization is established at the rates above.

County is responsible for transportation of patients to and from the Contractor's location. If Contractor provides this service, then Contractor shall bill and County shall pay for this additional services. Transportation services shall show up as "Other" on the Claim Form.

Hospital and County agree to meet and confer if, in the opinion of Hospital, the proposed patient admission will require utilization of Hospital's resources, or those purchased by Hospital

specifically to provide services to the patient, to the extent that Hospital's daily charges for the client will exceed the All Inclusive Per Diem Rate recited in the Exhibit (not to include ECT) by 220%. In this circumstance, Hospital agrees to contact County immediately for the purpose of meeting and conferring on County's approval to Hospital to generate such expenditures and to compensate Hospital to the extent said expenditure exceed the average All Inclusive Per Diem Rate described by 220%. In such case, County may determine not to approve said expenditures and to remove the patient or make separate arrangements for ancillary services, in which case no additional payment by County shall be required. In the case that County determines to approve or continue the placement of the specific patient with Hospital, County and Hospital agree that County shall compensate Hospital at the rate of Seventy Percent (70%) of the actual per diem charges incurred. In the event of continuation of Hospital services, County shall inform Hospital of the proper procedure for submission of claims for said charges.