



RESOLUTION No. 18-531

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTRACT WITH SUTTER CENTER FOR PSYCHIATRY (PEL3516)

WHEREAS, on March 28, 2018, per Purchase Order No. PEL3516, the County entered into a renewal contract with Sutter Center for Psychiatry for short-term evaluation and treatment for adult County clients who are experiencing acute symptoms of major mental illnesses pursuant to California Welfare and Institutions Code Section 5150, for the contract term of July 1, 2017 through June 30, 2019; and

WHEREAS, due to an unanticipated increase in service needs, the Parties desire to enter into Amendment No. 1 to the contract to increase the Maximum Contract Price from \$10,000 to \$35,000, to reflect an increase of \$22,000 for Fiscal Year 2017/18, and \$3,000 for Fiscal Year 2018/19, and to revise the Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to the Personal Services Contract by and between the County of Nevada and Sutter Center for Psychiatry, pertaining to the provision of psychiatric inpatient hospital services for County referred clients, to increase the maximum contract price from \$10,000 to \$35,000 (an increase of \$22,000 for Fiscal Year 2017/18, and an increase of \$3,000 for Fiscal Year 2018/19), and to revise the Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price, for the contract term of July 1, 2017 through June 30, 2019, 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 the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8201/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of November, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

11/13/2018 cc: BH*
AC*
SCFP

**AMENDMENT #1 TO THE CONTRACT WITH
SUTTER CENTER FOR PSYCHIATRY**

THIS AMENDMENT is dated this 11th day of October, 2018 by and between SUTTER CENTER FOR PSYCHIATRY, 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 on March 28, 2018, per Purchase Order No. PESL3516.

WHEREAS, the Contractor provides psychiatric hospitalization services under California Welfare and Institutions Code Section 5150 for referred county clients; and

WHEREAS, the parties desire to amend their agreement to increase the Maximum Contract Price from \$10,000 to \$35,000 (an increase of \$25,000) due to an unanticipated increase in services and to revise Exhibit "B", "Schedule of Charges and Payments", to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of June 1, 2018.
2. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
3. That in all other respects the prior agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: 
Honorable Edward Scofield
Chair of the Board of Supervisors

CONTRACTOR:

By: 
Ixel Morell
Executive Director

ATTEST:

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

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
SUTTER VALLEY HOSPITALS, D/B/A
SUTTER CENTER FOR PSYCHIATRY

The total maximum obligation of this Contract shall not exceed \$35,000 for the entire contract term of July 1, 2017 through June 30, 2019. The maximum amount shall not exceed \$27,000 for fiscal year 2017/18.

1. Rate Structure
Provided that there shall first have been a submission of claims in accordance with the terms of this Contract, the Contractor shall be paid at the following rate per patient day for acute psychiatric inpatient hospital services, based on the following:

<u>Description</u>	<u>Rate</u>
Inpatient Medi-Cal	\$770.00 (not including professional reimbursement)
Inpatient Short-Doyle	\$860.00 (includes professional fee)
Administrative Day Rate	\$554.66 (not including psychiatric support services)

Should County be notified of an increase in negotiated rates with Sacramento County or if Medi-Cal raises rates, then the rates for this contract will increase commensurately.

2. The rate structure shall not include transportation services. When physician services or transportation services are Medi-Cal or Short-Doyle eligible services, they shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services.

3. Billing Procedures as Express Conditions Precedent to the County's Authorization of Payment Obligation

(a) As an express condition precedent to maturing the County's authorization of payment obligation of this Contract, the Contractor shall determine that psychiatric inpatient hospital services rendered either directly or through the instrumentality of an authorized delegate are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or workers' compensation. To the extent that such coverage is available, the County's payment obligation shall be reduced.

(b) As a further express condition precedent to maturing the County's payment obligation, the Contractor shall submit claims to the fiscal intermediary for all services rendered either directly or through the instrumentality of an authorized delegate under the terms of this Contract, in accordance with the applicable billing requirements contained in Section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.

(c) A day of service shall be billed for each beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies a psychiatric inpatient hospital bed at 12:00

midnight in the facilities of either the Contractor or an authorized delegate. However, a day of service may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within 24 hours of a prior discharge.

4. Recovery of Overpayments to Contractor, Liability for Interest

- (a) When an audit or review performed by the County, the Department, the Department of Health Care Services, the State Controller's Office, or any other authorized agency discloses that the Contractor has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, the Contractor covenants that any such overpayment or excess payments over liability may be recouped by the department withholding the amount due from future payments, seeking recovery by payment from the Contractor, or a combination of these two methods.
- (b) Overpayments determined as a result of audits of periods prior to the effective date of this Contract may be recouped by the Department withholding the amount due from what would otherwise be the Department's liability under this Contract, seeking recovery by payment from the Contractor, or a combination of those two methods.
- (c) When recoupment or recovery is sought under (a) of this Paragraph the Contractor may appeal according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:
 - (1) The recovery or recoupment shall commence sixty (60) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
 - (2) The Contractor's liability to the County for any amount recovered under this Paragraph shall be as provided in Section 5778(h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

5. Customary Charges Limitation

- (a) No provision in this Contract withstanding, the Department's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges.
- (b) As used in (a) of this Paragraph "customary charges" is defined in conformity with 42 USC Section 1395(f) and the regulations promulgated pursuant thereto.



6. Payment Authorization

A. The Nevada County Behavioral Health Managed Care Coordinator or designee shall serve as the Nevada County authorization staff.

B. All admissions must meet the following criteria for Authorization for Payment:

(1) Medical Necessity for Inpatient Reimbursement has been met.

(2) The standards as outlined under Justification for Payment Authorization for Acute Inpatient Admission are met.

C. Authorization for Payment for Emergency Admissions (5150's)

Contractor shall contact and consult with Nevada County Crisis Team prior to admission of a beneficiary seeking emergency services. In the event County of residence is not established until after emergency admission, Contractor shall notify Nevada County Behavioral authorization staff within 24 hours of admit. Payment authorization for the first 24 hours of an emergency admission shall be exempt from pre-authorization.

D. Emergency Admissions referred by Nevada County Crisis Worker

When Nevada County Crisis Worker refers a 5150 to Contractor, the Nevada County Crisis Worker will fax authorization form to Contractor for up to 72 hours. Nevada County Managed Care Coordinator or designee will evaluate and authorize TAR (Treatment Authorization Request) for the total length of stay.

E. Authorization for Payment for Planned Admissions

Planned admissions require pre-authorization by Nevada County Managed Care Coordinator/ or designee prior to hospitalization.

F. Authorization for Payment of Continued Stay

County will provide concurrent reviews. TARS for continued stay services must be submitted to the Nevada County Managed Care Coordinator:

(1) Prior to expiration of the previous TAR, or

(2) Within the first 24 hours of an emergency admission.

If continued stay is approved, authorization will be faxed to Contractor. If the continued stay is denied, the NCMHP Managed Care Coordinator will advise Contractor of alternative treatment recommendation.



The Contractor may appeal an adverse decision through the Contractor's appeal process.

G. Retroactive TARS

Retroactive TARS will only be accepted in the following situations:

- (1) Natural disaster
- (2) Circumstances beyond control of the Contractor:
 - Certification of eligibility delayed by Social Services
 - Beneficiary concealed Medi-Cal eligibility at admission.

A signed letter stating the date Contractor became aware of the Medi-Cal coverage and a copy of the Medi-Cal Care must accompany the TAR. The TAR must be submitted within sixty (60) days following certified date of beneficiary identification.

7. Coordination of Benefits

Contractor shall use its reasonable efforts to collect monies due and owing for Covered Services provided to a beneficiary from the Federal Medicare program and other private health insurance plans as appropriate. In the event the Contractor collects monies from one of the above, Contractor shall bill Fee for Service Medi-Cal for the balance due.

