

**AMENDMENT #2 TO THE CONTRACT BETWEEN THE COUNTY OF NEVADA,
BEHAVIORAL HEALTH DEPARTMENT, AND BHC HERITAGE OAKS HOSPITAL, INC.,
D/B/A HERITAGE OAKS HOSPITAL (RES. 19-397; RES. 20-129)**

THIS AMENDMENT #2 is executed this 25th day of August, 2020 by and between BHC HERITAGE OAKS HOSPITAL, INC., D/B/A HERITAGE OAKS HOSPITAL and COUNTY OF NEVADA. Said Amendment will amend the prior contract between the parties entitled Personal Services Contract executed on July 9, 2019 per Resolution 19-367, which was subsequently amended on April 28, 2020 per Resolution 20-129; and

WHEREAS, the Contractor provides Psychiatric Inpatient Hospitalization Services under Welfare and Institutions Section 5150 for referred County clients for the contract term of July 1, 2019 through June 30, 2021; and

WHEREAS, the parties desire to amend their agreement to amend the Maximum Contract Price from \$45,000 to \$47,000 (an increase of \$2,000) due to an unanticipated increase in services and amend 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 #2 shall be effective as of January 1, 2020.
2. That Section (§2) Maximum Contract Price, shall be amended to the following: \$47,000.
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.

COUNTY OF NEVADA:

CONTRACTOR:

By: _____
Heidi Hall
Chair of the Board of Supervisors

By: _____
BHC Heritage Oaks Hospital, Inc.
d/b/a Heritage Oaks Hospital
4250 Auburn Boulevard
Sacramento, California 95841

ATTEST:

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

EXHIBIT “B”
Schedule of Charges and Payments
BHC Heritage Oaks Hospital Inc., d/b/a Heritage Oaks Hospital

Notwithstanding any other provision of the contract, in no event will the cost to the County for services provided herein exceed the maximum amount of \$45,000 for fiscal year 2019/20 and shall not exceed the maximum amount of \$15,000 for fiscal year 2020/21 for a total contract maximum of \$47,000 for the contract term of July 1, 2019 through June 30, 2021.

The maximum Rates for FY 2019/20 are as follows:

| <u>Medi-Cal Rates</u> | <u>Day Rate</u> |
|---|-----------------|
| Inpatient Psychiatric Day, excluding Physician Support Services | \$770.00 |
| Hospital Administrative Day | \$554.66 |
| Daily Rate for Physician Support Services, when provided | \$ 90.00 |
| | |
| <u>Short-Doyle Rates</u> | |
| Hospital Inpatient, without Psychiatric Support Services | \$770.00 |
| Hospital Inpatient, with Psychiatric Support Services | \$860.00 |
| Hospital Inpatient Day 22-64 yrs. old (includes Psychiatric Support Services) | \$950.00 |
| | |
| <u>Hospital Administrative Day</u> | |
| without Psychiatric Support Services | \$554.66 |
| with Psychiatric Support Services | \$644.66 |

Attending physician fees for Managed Medi-Cal shall be billed separately. In the event Host County (Sacramento County) sets a maximum allowable rate for inpatient care at a new rate, COUNTY agrees to pay the new rate to CONTRACTOR. CONTRACTOR will notify COUNTY in the event the Host County (Sacramento County) sets a new allowable rate for inpatient care.

For clients under Involuntary Detention (5150) who have Medicare coverage and do not have a secondary insurance carrier and/or Medi-Cal, and who have not met their Medicare annual deductible, COUNTY shall pay the annual deductible. If the client has a secondary insurance carrier and/or Medi-Cal, CONTRACTOR shall bill the secondary insurance carrier or Medi-Cal for the annual deductible. CONTRACTOR shall bill Medicare for balance due.

For clients under Involuntary Detention (5150) with other types of insurance who have a self-pay and/or deductible, COUNTY shall pay the self-pay or annual deductible not to exceed the rate of service of \$770.00 per patient day. If self-pay portion exceeds COUNTY’S rate of

\$770.00 per patient day, CONTRACTOR shall accept COUNTY'S rate as contractual allowance.

Contractual allowance is the net revenue for CONTRACTOR and CONTRACTOR shall write off the difference between COUNTY'S obligation and client's self-pay amount.

The rate per day covers services provided for 72-hour treatment and evaluation detentions; 14-day intensive treatment certifications; 30-day intensive treatment certifications; and 180-day post-certification intensive treatment proceedings. If a client, who is admitted under 5150 criteria changes to a voluntary status during the initial 72 hours, County shall reimburse Contractor for the 72 hours.

If COUNTY sends client under 5150, COUNTY is responsible for first 72 hours even if client goes to voluntary status during the first 72 hours. After the first 72 hours, COUNTY authorization is required for payment of additional days for clients on voluntary status. CONTRACTOR shall contact COUNTY'S Access Team for payment approval. If it is determined that a client referred under 5150 has other payment resources available, CONTRACTOR shall notify COUNTY during the first 72 hours of care of such resources. Additional days must be pre-approved for payment by COUNTY'S Access Team. If client is not a Nevada County resident, COUNTY shall only be responsible for first 72 hours of care and will use its best efforts to assist Contractor to obtain authorization and reimbursement from the client's county of residence.

Monthly invoices for charges for services shall contain client case number, admission and discharge date and total number of days billed.

Applicable Fees:

Clients may be charged a fee by CONTRACTOR for services and such fee shall be determined by CONTRACTOR based upon the client's ability to pay for services. CONTRACTOR shall complete the appropriate demographic and financial forms as provided by COUNTY. CONTRACTOR shall not bill the client for more than the "Uniform Method of Determining Ability to Pay" (UMDAP) fee developed by the State Department of Mental Health, except when 5150 referral is a Medicare recipient; in these cases, CONTRACTOR shall adhere to Medicare regulations. Failure of CONTRACTOR to comply will be in violation of the State Department of Mental Health's regulations and may be subject to audit exceptions as well as other remedies provided in this contract. No client shall be denied services because of his/her inability to pay.

CONTRACTOR shall be entitled to bill and collect from a client for un-reimbursed costs not to exceed the client's liability as determined by UMDAP.

It is understood that in accordance with UMDAP, the liability shall apply to services extended to the client for a one-year period. There can be only one annual liability period regardless of the number of providers within the county or state in which client is treated. CONTRACTOR must respect the liability established by a previous provider for the remainder of the liability service period.

COUNTY acknowledges that Emergency Services for COUNTY patients will be covered

services hereunder. "Emergency Services" will include all services provided to screen or treat a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- (1) serious jeopardy to the health of a patient, including a woman or her unborn child;
- (2) serious impairment to bodily functions;
- (3) serious dysfunction of any bodily organ or part;
- (4) with respect to a pregnant patient, there is either (i) inadequate time to affect safe transfer to another hospital before delivery, or (ii) transfer may pose a threat to the health or safety of the patient or her unborn child, or (iii) there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.

Such Emergency Services shall include all screening and stabilizing treatment. CONTRACTOR is required to provide under state and federal laws regarding emergency treatment, whether or not emergency conditions are ultimately found to exist, including services to screen and treat in an emergency, as defined above. COUNTY acknowledges that under no circumstances will CONTRACTOR be responsible for payment for Emergency Services for COUNTY patients provided by another provider.

COUNTY agrees that it will be responsible for payment for transportation costs for medically necessary transfers of COUNTY patients whether or not such transfers occur during a medical emergency.