

**FIFTH AMENDMENT**  
**(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Fifth Amendment to Agreement No. 19-230 (“Fifth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and BHC Sierra Vista Hospital, Inc., a Tennessee Corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

**WHEREAS**, on or about November 5, 2019, the Parties entered into Agreement No. 19-230 (“the Agreement”); and

**WHEREAS**, on or about January 12, 2021, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about June 29, 2021, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about October 26, 2021, the Parties further amended the Agreement via the Third Amendment; and

**WHEREAS**, on or about March 24, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about June 7, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended to:

1. Revise **Paragraphs III.B1.** and **III.B2.** to add funding in the amount of \$62,650 for Fiscal Year 2021-22 for a new contract maximum of \$2,004,650; and to update the Agreement maximum; and
2. Revise **Paragraph V.A.** to rename **Attachment 1**; and
3. Replace **Exhibit C** to update language and supporting documentation requirements; and
4. Replace **Attachment 1** to update with the latest DHCS rate notices.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Paragraphs III.B1.** and **III.B2.** of the Agreement is hereby amended to read as follows:

**B1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **TWO MILLION FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS (\$2,004,650)** specified as follows:

<b>FY 2019-20</b> July 1, 2019 through June 30, 2020	<b>FY 2020-21</b> July 1, 2020 through June 30, 2021	<b>FY 2021-22</b> July 1, 2021 through June 30, 2022	<b>FY 2022-23</b> July 1, 2022 through June 30, 2023	<b>Total</b>
\$470,000	\$652,000	\$482,650	\$400,000	<b>\$2,004,650</b>

**B2. Option Years:** The County and Contractor may exercise their option to extend the term of the Agreement pursuant to Paragraph I.A. above. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum compensation, subject to the maximums set forth below:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Maximum Per OY/FY</b>
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$400,000	Less than or equal to \$2,404,650

In no event shall the term of the Agreement extend beyond **June 30, 2024** nor shall the total contract maximum exceed the amount of **TWO MILLION FOUR HUNDRED FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS (\$2,404,650)** unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

**2. Paragraph V.A. of the Agreement is hereby revised to read as follows:**

**A.** The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A: Scope of Services
- Exhibit B: Medi-Cal Requirements
- Exhibit C: Terms of Payment
- Exhibit D: Terms and Conditions
- Exhibit E: Contract Budget (does not pertain to this Agreement)
- Exhibit F: HIPAA Compliance
- Exhibit G: Performance Measures
- Exhibit H: Provider Disclosure Statement
- Attachment 1: DHCS Behavioral Health Information Notice No.:21-070 and No. 22-042

The County and Contractor shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

- 3. Exhibit C** of the Agreement is hereby replaced to read as attached.
- 4. Attachment 1** of the Agreement is hereby replaced to read as attached.
- 5.** All attachments to this Fifth Amendment are incorporated herein by this reference.
- 6.** Except as specifically amended by this Fifth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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**IN WITNESS WHEREOF** the Parties have executed this Fifth Amendment as of the day and year last set forth below.

**CONTRACTOR**

By: Tami Brooks  
Tami Brooks, Chief Executive Officer  
BHC Sierra Vista Hospital, Inc.

Date: 12.22.22

**COUNTY**

By: \_\_\_\_\_  
Oscar Villegas, Chair  
Board of Supervisors

Date: \_\_\_\_\_

By: Nolan R. Sullivan  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest: Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By: Hope P. Welton  
Hope P. Welton, Senior Deputy

## EXHIBIT C – TERMS OF PAYMENT

### I. Prior Authorizations

A. 1. Prior authorization(s) for payment for a beneficiary's admission for acute psychiatric care, whether voluntary or involuntary, shall not be required by County. Contractor shall notify Yolo County's Behavioral Health Quality Management Department within twenty-four (24) hours of the time of the beneficiary's admission, by phone call (530-666-8538), fax (530-666-8637), or encrypted email ([HHSQA-Qualitymanagement@yolocounty.org](mailto:HHSQA-Qualitymanagement@yolocounty.org)), of the admission. Further, Contractor shall send, by email or fax ONLY, at a minimum, the Hospital Face Sheet, copies of any 5150/5585 holds or Voluntary Form, the initial admission orders, an initial plan of care, and Medi-Cal Eligibility Printout and a request for County Initial authorization of the first 72 hours of treatment.

2. For continued beneficiary treatment post the first 72 hours after admission, the Contractor shall participate in Continued Authorization/Concurrent Review process, pursuant to the terms and conditions of this Agreement, throughout the time the client is admitted in the acute inpatient psychiatric unit or facility. County shall not be obligated to compensate Contractor for services rendered for emergency services for which Contractor did not notify County within expected timelines and/or did not participate in the Continued Authorization/Concurrent review process. (See also EXHIBIT A Section V.)

3. Any Initial Authorization, Continued Authorization/Concurrent review, or TAR document sent by regular mailed will not be accepted, acknowledged, nor considered received. Encrypted emails that cannot be opened by County staff will also NOT be considered as received.

B. For all other mental health services, including but not limited to professional services, planned hospitalizations, and more than 99 continuous days of hospitalization, prior authorization(s) from Yolo County Health and Human Services Agency shall be required, pursuant to the terms and conditions of this Agreement, prior to the time services are rendered. Prior authorizations shall be required for a specified client during a specified authorization period. County shall not be obligated to compensate Contractor for services rendered during a non-authorized period, for services provided in excess of an authorized period, for services not previously authorized or for services provided to ineligible individuals. Contractor shall not admit, treat, refer, or transfer a client without prior approval of County, except for emergency admissions, as outlined above.

### II. Prior Third-Party Billing

If applicable, Contractor shall determine if a client has any funding sources other than County funds, including private insurance, Medicare, or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted or if a Medi-Cal or EPSDT only provider, bill accordingly. Contractor shall use due diligence in determining and collecting client and third-party payments.

### III. Units of Service Tracking

For cost reporting purposes, Contractor shall establish an internal tracking system that will accurately maintain units of service. The cost report must include all units of service related to mental health services for the County, regardless, if they are paid or not paid by the County. Contractor shall report units of service in accordance with the State issued cost report instructions as well as any applicable regulations that govern cost reporting. See Exhibit D Sections IV. and XXX.

## EXHIBIT C – TERMS OF PAYMENT

### IV. Submitting a Claim

- A.
  1. Contractor shall submit claims with supporting documentation for payment to the County within forty-five (45) days of discharge. Claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted no later than sixty-five (65) days after completion of the month in which services have been rendered.
  2. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
  3. 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 Director for claim submission.
  4. 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.
- B.
  1. Contractor's monthly claim shall summarize the services provided during the previous month in grouping by service location, practitioner, and service code, in accordance with these Terms of Payment using the claim form specified by the County. County reserves the right to update the claim form at any time.
  2. The claim form must be submitted with the following required supporting documentation:
    - a. Yolo County Claim Form
    - b. Hospital Claim Form UB04 (this provides client information and service code and amount)
    - c. Approved Treatment Authorization Request (TAR)
    - d. Medi-Cal Swipes (determine if client is Yolo County)
    - e. If applicable, Explanation of Benefits (EOB) (determine if client has MediCare or other health coverage)
  3. Upon request by the County, Contractor shall also provide additional supporting documentation which may include, but is not necessarily limited to:
    - a. written authorization for services
    - b. progress notes
    - c. time sheets
    - d. labor distribution
    - e. general ledgers
    - f. printouts
    - g. cost per line item
  4. All supporting documentation created by Contractor must be retained for audit purposes as specified in Exhibit D, Sections III & V, even if not requested by the County during the claim submission process.
- C. All claims and supporting documentation shall be submitted with in an electronic format to [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org) and           . If a claim or the related supporting documentation contains confidential or sensitive client information, the claim and supporting documentation must be encrypted for transmission. (see also Exhibit F.)

**EXHIBIT C – TERMS OF PAYMENT**

In the event Contractor is unable encrypt claims/supporting documentation for electronic transmission, claims/supporting documentation may be submitted via first class US Postal Service (USPS) mail with tracking or USPS Priority Mail, addressed to:

Yolo County Health and Human Services Agency  
 137 N. Cottonwood Street, Suite 2400  
 Woodland, CA 95695  
 Attn: Accounts Payable

**V. Payment**

2. Providing that services have been authorized and provided in accordance with the provisions of this Agreement, County shall reimburse Contractor as specified below. The codes specified in the tables below are subject to change in accordance with changes in Federal, State or County guidelines. Final compensation to the Contractor not exceed the maximum payable set forth in Section III of this Agreement.

3. **1. Administrative Day Rates:** The rate of reimbursement for administrative day services for ~~Fee-For-Service/Medi-Cal hospitals~~ (Administrative Day Rate) is determined by the Department of Health Care Services (DHCS) in accordance with Title 9, Section 1820.110(d) of the California Code of Regulations. The Administrative Day Rate is established and published via a DHCS information notice, effective from the date as indicated in the notice. See Attachment 1-DHCS Behavioral Health INFORMATION NOTICE NO.: 210-07 and 22-042 as an example of such notice (DHCS-Administrative Day Rate Notice). Upon issuance of an DHCS-Administrative Day Rate Notice, the Administrative Day Rate may be modified without processing an amendment to this Agreement.

2. **All Other Daily Rates:** All other daily rates (All Other Daily Rates) means the daily rates provided in the tables below, excluding the Administrative Day Rate. All Other Daily Rates shall be set by the negotiated rate agreement between the County Mental Health Plan in which the hospital facility is located (Local County MHP), pursuant to Title 9, California Code of Regulations (CCR), Section 1820.110. All Other Daily Rates for this Agreement may be modified without an amendment upon County’s receipt of a copy of the fully executed rate agreement between the Contractor and the Local County MHP; and a copy of the official notice submitted to DHCS by the Local County MHP pursuant to Title 9, CCR, Section 1810.375(c). All Other Daily Rates reported to DHCS by the Local County MHP on or before June 1 of each year will be effective July 1 of the same year. If the Local County MHP submits rates to DHCS after June 1, those daily rates will be effective thirty (30) days from the date the notice was received by DHCS. See Exhibit D, Section XVIII. Notices.

3. **Rate Tables**

<b>MEDI-CAL REIMBURSABLE RATES</b>			
<b>Service Code</b>	<b>Service Description</b>	<b>Consumer Eligibility</b>	<b>Subject to Maximum Compensation under this Agreement?</b>
124 (510)	Psychiatric Inpatient Hospital Services, treatment day (includes routine and ancillaries and Psychiatric Hospital Inpatient Professional Services)	Yolo County Medi-Cal consumers under the age of 21 years and younger, or ages	No; Contractor shall bill the fiscal intermediary directly. See section VI.A, below.

**EXHIBIT C – TERMS OF PAYMENT**

<b>MEDI-CAL REIMBURSABLE RATES</b>			
<b>Service Code</b>	<b>Service Description</b>	<b>Consumer Eligibility</b>	<b>Subject to Maximum Compensation under this Agreement?</b>
126 (519)	Hospital administrative day	65 years and older	
124 (510)	Psychiatric Inpatient Hospital Services, treatment day (includes room and board, psychiatric services, medication, laboratory fees, medical history and physical, and all ancillary medical and psychiatric services)	Yolo County Medi-Cal consumers between the ages of 21 and 64 years	Yes
126 (519)	Hospital administrative day		

<b>NON-MEDI-CAL RATES (SHORT-DOYLE)</b>			
<b>Service Code</b>	<b>Service Description</b>	<b>Consumer Eligibility</b>	<b>Subject to Maximum Compensation under This Agreement?</b>
510	Psychiatric Inpatient Hospital Services, treatment day (includes routine and ancillaries <u>and</u> Psychiatric Hospital Inpatient Professional Services)	Yolo County Non-Medi-Cal consumers	Yes
519	Hospital Administrative Day		
510	Psychiatric Inpatient Hospital Services, treatment day (includes routine and ancillaries, <u>excludes</u> , Psychiatric Hospital Inpatient Professional Services)	Yolo County Non-Medi-Cal consumers	Yes
519	Hospital Administrative Day		

4. If Medi-Cal applies; County shall make payments to Contractor for services claimed by Contractor prior to billing for Federal Financial Participation (FFP) reimbursement. In the event any claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor’s next payment from County shall be reduced by the amount of denied/rejected claims by Medi-Cal and Medicare. Contractor disallowances are the Contractor’s fiscal and program responsibility, per Section VIII, below.
5. 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.
6. For services eligible for FFP, County shall make a diligent effort to process and submit billings

## EXHIBIT C – TERMS OF PAYMENT

to the Federal and/or State government in a timely manner. Should the Federal and/or State government deny payment to the County due to late billing, County will demand repayment from Contractor, for any such paid claim that is not submitted within the timelines as specified in the above paragraph C, irrespective if such services were claimed in the original or resubmitted claim, or such claims were withheld by County due to Contractor's noncompliance with any provision of this Agreement.

### VI. Exclusions

A. By entering into this Agreement, Contractor warrants that it is certified and able to bill its fiscal intermediary for Psychiatric Inpatient Hospital Services for Yolo County Medi-Cal beneficiaries of Yolo County Medi-Cal consumers under the age of 21 years and younger, or ages 65 years and older. Costs for such services, including Psychiatric Inpatient Hospital Services and Professional Services, are not eligible for reimbursement via this Agreement nor are subject to the maximum compensation set forth in this Agreement. Contractor shall seek reimbursement from its fiscal intermediate for these services. Subject to the terms of this Agreement, County may pay Contractor for Psychiatric Inpatient Hospital Services (including Psychiatric Inpatient Hospital Professional Services) for Yolo County Medi-Cal beneficiaries between the ages of 21 and 64 years for which Contractor cannot bill to its fiscal intermediate.

B. County is not responsible for care provided to indigent consumers. The approval of a TAR by the County for Psychiatric Inpatient Hospital Services for Yolo County indigent consumers does not constitute the creation of a payable claim under this Agreement.

C. Any services for beneficiaries of the Yolo County Medical Services Program (CMSP) are not payable claims under this Agreement. The approval of a TAR by the County does not constitute the creation of a payable claim under this Agreement. The County assumes no financial responsibility for services covered under the Yolo CMSP.

D. County will not pay Psychiatric Inpatient Hospital Services for administrative days or any services delivered on the date of discharge.

E. 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.

### VII. Noncompliance

In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

### VIII. Recoupment/Disallowances

A. 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.

B. 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.

## EXHIBIT C – TERMS OF PAYMENT

C. 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.

D. 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 Director.

### **IX. Federal/State Funding**

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 Federal or State governments, and the absence or removal of any constraints imposed by them upon such receipt and payment.

### **X. Hold Harmless**

Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.



State of California—Health and Human Services Agency  
Department of Health Care Services



DATE: August 18, 2021

Behavioral Health Information Notice No: 21-070

TO: California Alliance of Child and Family Services  
California Association for Alcohol/Drug Educators  
California Association of Alcohol & Drug Program Executives, Inc.  
California Association of DUI Treatment Programs  
California Association of Social Rehabilitation Agencies  
California Consortium of Addiction Programs and Professionals  
California Council of Community Behavioral Health Agencies  
California Hospital Association  
California Opioid Maintenance Providers  
California State Association of Counties  
Coalition of Alcohol and Drug Associations  
County Behavioral Health Directors  
County Behavioral Health Directors Association of California  
County Drug & Alcohol Administrators

SUBJECT: Temporary COVID-19 Emergency Increased Administrative Day Rate for Fee-For-Service/Medi-Cal Hospitals for Fiscal Year 2020-21

PURPOSE: This Information Notice communicates to mental health plans the administrative day rate paid to Fee-for-Service Hospitals pursuant to State Plan Amendment 09-004.

REFERENCE: California Code of Regulations, Title 9, Section 1820.110; and Title 22, Sections 51542 and 51511

BACKGROUND:  
The rate of reimbursement for administrative day services for Fee-For-Service/Medi-Cal hospitals is determined by the Department of Health Care Services in accordance with Title 9, Section 1820.110(d) of the California Code of Regulations.

POLICY:

The Administrative Day rate has changed from \$660.66 to **\$726.86 effective August 1, 2020.**

Behavioral Health  
MS 2710

P.O. Box Number 997413, Sacramento, CA 95899-7413

Phone: (916) 440-7800

Internet Address: <http://www.DHCS.ca.gov>

Behavioral Health Information Notice No.: 21-0XX  
Page 2  
August 18, 2021

Please contact the Behavioral Health Financing Operations Unit at [BHFSEops@dhcs.ca.gov](mailto:BHFSEops@dhcs.ca.gov) if you have any questions.

Sincerely,  
Original signed by

Brian Fitzgerald, Chief  
Local Governmental Financing Division  
Department of Health Care Services

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MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



GAVIN NEWSOM  
GOVERNOR

DATE: July 25, 2022

Behavioral Health Information Notice No: 22-042

TO: California Alliance of Child and Family Services  
California Association for Alcohol/Drug Educators  
California Association of Alcohol & Drug Program Executives, Inc.  
California Association of DUI Treatment Programs  
California Association of Social Rehabilitation Agencies  
California Consortium of Addiction Programs and Professionals  
California Council of Community Behavioral Health Agencies  
California Hospital Association  
California Opioid Maintenance Providers  
California State Association of Counties  
Coalition of Alcohol and Drug Associations  
County Behavioral Health Directors  
County Behavioral Health Directors Association of California  
County Drug & Alcohol Administrators

SUBJECT: Temporary COVID-19 Emergency Increased Administrative Day Rate for Fee-For-Service/Medi-Cal Hospitals for Fiscal Year 2021-22

PURPOSE: This Information Notice communicates to mental health plans the administrative day rate paid to Fee-for-Service Hospitals pursuant to State Plan Amendment 09-004.

REFERENCE: California Code of Regulations, Title 9, Section 1820.110; and Title 22, Sections 51542 and 51511

BACKGROUND:  
The rate of reimbursement for administrative day services for Fee-For-Service/Medi-Cal hospitals is determined by the Department of Health Care Services in accordance with Title 9, Section 1820.110(d) of the California Code of Regulations.

POLICY:  
The Administrative Day rate has changed from \$726.86 to **\$803.88 effective August 1, 2021.**

Behavioral Health  
MS 2710  
P.O. Box Number 997413, Sacramento, CA 95899-7413  
Phone: (916) 440-7800  
Internet Address: <http://www.DHCS.ca.gov>

Behavioral Health Information Notice No.: 22-042  
Page 2  
July 25, 2022

Please contact the Behavioral Health Financing Operations Unit at [BHFSEops@dhcs.ca.gov](mailto:BHFSEops@dhcs.ca.gov) if you have any questions.

Sincerely,

Original signed by

Brian Fitzgerald, Chief  
Local Governmental Financing Division

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