

COUNTY OF TULARE
SERVICES AGREEMENT AMENDMENT FORM
REVISION APPROVED 01/01/2018

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30941**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 30941 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC.**, a California Corporation ("CONTRACTOR") as of July 1, 2022, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on November 29, 2022, for the purpose of short-term, acute inpatient psychiatric services to Tulare County residents.
- B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to increase the maximum amount of the agreement and amend exhibit B to reflect the increased total dollar amount from \$600,000 to \$800,000.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. This First Amendment becomes effective upon Board signature.
- 2. Exhibit B is hereby replaced and superseded with the attached Exhibit B to reflect the increased total dollar amount.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**FIRST AMENDMENT TO
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC.

Date 3.8.2023

By [Signature]
 Print Name JOHN BEALL
 Title CEO

Date 3.8.2023

By [Signature]
 Print Name Benjamin Andersen
 Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date May 2, 2023

By [Signature]
 Chair, Board of Supervisors
DENNIS TOWNSEND

ATTEST: JASON T. BRITT
 County Administrative Officer/Clerk of the Board
 of Supervisors of the County of Tulare

By [Signature]
 Deputy Clerk

Approved as to Form:
 County Counsel

By Allison K. Pierce 4/14/23
 Deputy

Matter # 2023151



**BAKERSFIELD BEHAVIORAL HEALTH HOSPITAL
EXHIBIT B
COMPENSATION
FISCAL YEAR 2022/2023 through 2023/2024**

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in Exhibit B-1, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Eight Hundred Thousand Dollars (\$800,000) \$400,000 for Fiscal Year 2022/2023 and \$400,000 for Fiscal Year 2023/2024. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR'S performance hereunder without a properly executed amendment.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A.**
- d. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2023, for Fiscal Year 2022/2023, and April 1, 2024, for Fiscal Year 2023/2024.
- e. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- f. CONTRACTOR agrees to comply with Medi-Cal/Medicare requirements and be approved to provide Medi-Cal/Medicare services based on Medi-Cal/Medicare site certification.
- g. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal or Medicare eligibility status and will take steps to reactivate or establish eligibility where none exists.
- h. For CONTRACTOR'S patients funded by Medi-Cal or Medicare, COUNTY shall have no responsibility and CONTRACTOR shall assume all billing/collections efforts herein, for those patients except that:
 - i. COUNTY shall assure that current Medi-Cal or Medicare recipients have their Medi-Cal or Medicare cards with them at time of admission or at the earliest possible time thereafter.
 - ii. COUNTY Shall be financially responsible for admissions if said admission are based upon referral from COUNTY'S Crisis Response Team, or are otherwise authorized by COUNTY, and if Medi-Cal or Medicare denies payment. If CONTRACTOR is subsequently paid by Medi-Cal or Medicare, COUNTY shall be reimbursed for such payment.

- iii. For patients with private insurance, CONTRACTOR shall bill such third party payors.
- i. For CONTRACTOR'S patients determined to be "COUNTY funded only," i.e., without any other financial resources for the provision of inpatient psychiatric services including IMD consumers, COUNTY shall be financially responsible solely for the daily rate. The daily rate included in this contract is considered to be payment in full, subject to third party liability and patient share of cost for psychiatric inpatient hospital services to a beneficiary. CONTRACTOR shall look solely to COUNTY for payment and not look to patient or any other source for reimbursement.
- j. COUNTY agrees to compensate CONTRACTOR for each pre-authorized service type, to include a specified number of allowed contacts. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered for unauthorized services, for services in excess of the number of authorized daily contacts, nor for services provided to ineligible individuals. All claims for payment shall be submitted by service type and number of contacts provided by CONTRACTOR.
- k. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. ACCOUNTING FOR REVENUES

- a. CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.
- b. CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the email address below no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The hospital must submit charges using a UB-04 CMS-1450 form which details all services provided.

Tulare County Health & Human Services Agency
Department of Mental Health at TulareMHP@tularecounty.ca.gov

- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 12 month billing limit: Unless otherwise determined by State or Federal regulations (e.g., medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.