

**NAPA COUNTY AGREEMENT NO. 240035B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 240035B is effective as of the 1st day of July, 2024, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **ST. HELENA HOSPITAL dba ADVENTIST HEALTH ST. HELENA and ADVENTIST HEALTH VALLEJO**, hereinafter referred to as **HOSPITAL**”. COUNTY and HOSPITAL may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about July 1, 2023, COUNTY and HOSPITAL entered into Napa County Agreement No. 240035B (hereinafter referred to as "Agreement") for HOSPITAL to provide inpatient psychiatric hospitalization services for Napa County clients who are Medi-Cal beneficiaries and also for indigent clients who are not beneficiaries of Medi-Cal who are not eligible for Medi-Cal benefits; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to further amend the Agreement to replace “Exhibit B” with “Exhibit B-1” to reflect changes to the previously negotiated rates; and rescind Special Terms and Conditions 3.4 which terminates the Agreement on June 30, 2026.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. “Exhibit B” shall be replaced with “Exhibit B-1” attached hereto and incorporated by reference herein, and all references in the Agreement to “Exhibit B” shall refer to “Exhibit B-1” as of the effective date of this Amendment No. 1.
2. Specific Terms and Conditions 3.4 is removed in its entirety.
3. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 240035B as of the date first written above.

ST. HELENA HOSPITAL dba
ADVENTIST HEALTH ST. HELENA and
ADVENTIST HEALTH VALLEJO

By Steven Herber
STEVEN HERBER, M.D.
President

By Todd Hofheins
TODD HOFHEINS
Vice Chair

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
JOELLE GALLAGHER
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel By:</p> <p>By: <u>Jo Ann Iwasaki Parker,</u> <u>Deputy CC by e-signature</u></p> <p>Date: 12/15/2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT B-1
COMPENSATION AND PAYMENT SCHEDULE

Effective July 1, 2024 through June 30, 2025
(and each automatic renewal)

1. Compensation Schedule:

- (a) Contract Total Price not to exceed \$700,000 over 1-year term.
- (b) Both Annual and Total Contract Maximums apply to combined funds available for Adventist St. Helena and Adventist Vallejo Medi-CAL and Short Doyle (Indigent) Hospital Inpatient Programs.

2. HOSPITAL Inpatient Services Reimbursement:

COUNTY shall pay HOSPITAL one hundred percent (100%) of the following all-inclusive rates per day for admissions. HOSPITAL shall commence billing the Physician Daily fee (b) on behalf of physicians providing covered services hereunder, to COUNTY's Napa County Mental Health Plan (MHP).

Medi-Cal Rates

(c) Adult Acute Psychiatric Day	\$ 1,926.00
(d) Child Acute Psychiatric Day	\$ 2,031.00
(e) Physician Daily Fee	\$ 163.00
(f) Administrative Day	\$ 866.00**

Short-Doyle/Indigent Rates

a. Adult Acute Psychiatric Day	\$2,089.00
b. Child Acute Psychiatric Day	\$2,206.00
c. Administrative Day	\$866.00**

***The Administrative Day rate is subject to change, as specified and directed by the State of California. Any changes to the Administrative Day rate shall be incorporated by reference herein.*

- 3. The rates above are payments made by COUNTY to HOSPITAL for Inpatient mental health services provided to both Medi-Cal Beneficiaries and Short Doyle (Indigent). Note: Invoices for Indigent services must be submitted within 60 days of service or services will not be paid.
- 4. HOSPITAL shall receive, from qualified and credentialed physicians, billings for authorized psychiatric services provided at the rates recited above, to inpatients admitted under the provisions of this Agreement. HOSPITAL shall submit said billings in proper form to COUNTY's Mental Health Plan (MHP), and the MHP shall pay such amounts to HOSPITAL as agent receiving payment for transmittal to the billing physician. **Physician Daily Fees must be submitted to COUNTY no later than 90 days of service or fees will not be paid.** Physicians for whom reimbursement is sought shall obtain and maintain HOSPITAL credentials, and HOSPITAL shall confirm their status.
- 5. COUNTY is responsible for transportation to and from HOSPITAL's location.

6. HOSPITAL shall bill County Medical Service Program (CMSP) for all services provided to individuals who are eligible for CMSP. For individuals referred by COUNTY, COUNTY will cover any days after CMSP benefit is exhausted where continued medical necessity for inpatient hospitalizations is established at the rates above.
7. Stop Loss Provision: HOSPITAL and COUNTY agree to meet and confer if, in the opinion of the 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 such an extent that daily expenditures by HOSPITAL will exceed the Inclusive per diem rate recited above (not to include ECT) by 220%. In this circumstance, HOSPITAL shall contact COUNTY immediately for the purpose of meeting and conferring regarding amendment of the Agreement to permit HOSPITAL to generate such expenditures and for COUNTY to compensate HOSPITAL for the increased costs.

In such case, COUNTY may determine not to approve said expenditures and to remove patient, or may make separate arrangements for ancillary services, in which case no additional payment by COUNTY shall be required. If COUNTY approves or continues placement for the specific patient with HOSPITAL, COUNTY and HOSPITAL agree that COUNTY shall compensate HOSPITAL at the rate of 154% (70% of 220%) of the per diem inclusive rate approved unless and until amendment of the Agreement providing for a higher rate is approved by the parties.