

PROFESSIONAL SERVICES AGREEMENT

Doctors Medical Center of Modesto	Health and Human Services Agency		
Contractor	Department		
Inpatient Psychiatric Services	Behavioral Health		
Description	Division		
July 1, 2020- June 30, 2022	Mental Health		
Agreement Term	Program/Unit		
1062-0165	\$300,000	10620010	5538
Agreement Number	Amount	Org. Key	Object Code

This Inpatient Psychiatric Services Agreement ("**Agreement**") is made and entered into in the City of Modesto, State of California, by and between **Doctors Medical Center of Modesto, Inc.**, a California corporation ("**DMC**") and **County of Calaveras**, a political subdivision of the State of California ("**COUNTY**"), for and in consideration of the below recitals, and the mutual promises, covenants, and agreements as are hereinafter set forth.

A. DMC operates an acute inpatient psychiatric facility located at **1501 Clause Rd, Modesto, California 95355**, and referred to herein as DMC Behavioral Health Center ("**BHC**").

B. COUNTY is mandated to provide comprehensive inpatient psychiatric services for (i) Medi-Cal adult beneficiaries of County, (ii) adult indigent uninsured residents of County, and (iii) County misdemeanor inmates in need of "**Restore to Competency Services**" (as defined in Section 1.5 below) (collectively, the "**County Patients**").

C. COUNTY and DMC hereby agree that the best and most appropriate means of deriving the most efficient and economical use of the inpatient psychiatric facilities available in the Central California region is for DMC to contract with COUNTY for the care of County Patients at BHC.

D. DMC is willing to serve as a contracting agency with COUNTY for the care of adult County Patients in need of "**Covered Services**" (as defined in Section 1.2 below).

E. COUNTY desires to contract with DMC to provide Covered Services to County Patients in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SERVICES

1.1 The recitals above are a material part of this Agreement.

1.2 DMC shall provide medically necessary acute inpatient hospital psychiatric services ("**Covered Services**") to County Patients on a space available basis. As used herein, "**Covered Services**" shall mean acute inpatient hospital psychiatric services

for the direct care and treatment of the acute crisis phase of a mental condition as defined in CCR, Title 9, § 1810.247(b).

- 1.3 DMC shall arrange for a licensed psychiatrist to provide daily professional psychiatric services to County Patients at BHC ("**Professional Services**"). Such Professional Services shall be limited to monitoring the County Patient's treatment and prescribing necessary medication and ordering necessary clinical services, and shall be separate and distinct from Covered Services.
- 1.4 DMC shall also arrange for an authorized physician to conduct a history and physical for each County Patient at time of admission ("**History and Physical**").
- 1.5 When requested in advance by COUNTY and agreed to by DMC, DMC shall also provide Covered Services and arrange for Professional Services as necessary to restore an individual's competency to stand trial pursuant to Penal Code § 1370.01 ("**Restore to Competency Services**").
- 1.6 Clinical services other than Covered Services, Professional Services, and Restore to Competency Services that may be needed and authorized in advance by COUNTY ("**Additional Services**") may be arranged for by mutual agreement between COUNTY and DMC.
- 1.7 Covered Services shall be provided to County Patients in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant federal regulations.
- 1.8 Covered Services shall be provided under the direction of the BHC medical director and shall meet appropriate community standards.
- 1.9 DMC shall notify COUNTY of the proposed discharge date of all County Patients served under this Agreement. DMC will make reasonable efforts to assist COUNTY with discharge planning, including provision of clinical information necessary to support placement attempts and the referral of County Patients for appropriate aftercare services.

2. NON-DISCRIMINATION

- 2.1 DMC shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, mental or physical disability including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment, or cancer-related medical condition, pregnancy related condition, or political affiliation or belief in accordance with the requirements of applicable federal or state law.
- 2.2 DMC shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- 2.3 The parties to this Agreement shall comply with applicable laws, regulations and state policies relating to patient rights.

3. CONFIDENTIALITY

- 3.1 The parties to this Agreement shall comply with California Welfare and Institutions Code § 5328 *et seq.* regarding the confidentiality of patient information and the attached Addendum.
- 3.2 DMC shall not disclose, except as otherwise specifically permitted by this Agreement, authorized by law or authorized by the County Patient or his/her legal representative, any patient identifying information to anyone other than COUNTY without prior written authorization from COUNTY and in accordance with state and federal laws.

4. HIPAA

DMC understands and agrees that this Agreement and certain data which may be exchanged hereunder is subject to the Health Insurance Portability and Accountability Act of 1996 and regulations issued or to be issued thereunder, as amended ("**HIPAA**"). Effective April 14, 2003, and to the extent applicable, DMC agrees to comply with HIPAA, including but not limited to HIPAA standards for (a) privacy, (b) code set, (c) data transmission standards, and (d) security regarding physical storage, maintenance, transmission of and access to individual health information.

5. ELIGIBILITY

- 5.1 Patients admitted to DMC must meet medical necessity and other admission criteria of DMC. A County Patient will not be admitted to DMC unless COUNTY provides information sufficient to demonstrate the medical necessity of Covered Services, and agrees to be financially responsible for such County Patient.
- 5.2 COUNTY must contact DMC in advance to verify whether space is available for a County Patient.
- 5.3 COUNTY must obtain prior approval from DMC before transporting a County Patient to DMC.

6. PAYMENT

- 6.1 COUNTY is financially responsible for all Covered Services, History and Physicals, Professional Services and Restore to Competency Services provided to County Patients admitted to DMC under this Agreement. The rates for such services, except for Professional Services, are as set forth in this Agreement in an amount not to exceed three hundred thousand dollars (\$300,000), and at the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference. Rates for Professional Services are not included in this Agreement and shall be billed by the profession providing the Professional services and paid for by COUNTY separately and directly to that professional. COUNTY shall pay for Additional Services at rates to be negotiated between the parties.
- 6.2 If a County Patient is a Medi-Cal beneficiary, daily rates for Covered Services will be at the "Medi-Cal Inpatient Rate" as set forth on **Exhibit A**. For purposes of this

Agreement, County Patients shall not include Medicare beneficiaries who qualify for Medi-Cal program assistance (*i.e.*, "Medi-Medi patients").

- 6.3 If a County Patient is not a Medi-Cal beneficiary, daily rates for Covered Services will be at the "Non Medi-Cal Inpatient Rate" as set forth on Exhibit A. In addition, COUNTY shall reimburse DMC the rates set forth in Exhibit A for all County Patients whose Medi-Cal eligibility cannot be verified by DMC.
- 6.4 Charges for a History and Physical are the same for all County Patients and shall be paid for by COUNTY.
- 6.5 Charges for Restore to Competency Services are the same for all County Patients and shall be paid for by COUNTY.
- 6.6 DMC shall notify COUNTY when a County Patient no longer meets the medical necessity criteria to receive Covered Services and requires discharge, as defined by Medi-Cal and/or the discharge criteria of DMC. COUNTY shall have twenty-four (24) hours, after notification from DMC, to make discharge arrangements for the County Patient. When a County Patient remains at DMC more than twenty-four (24) hours following the above notification, COUNTY shall be billed for each day that such County Patient remains at DMC. Such additional days shall be referred to herein as "**Administrative Days.**" COUNTY shall be billed for each Administrative Day at the "**Administrative Day Rate**" in the amount set forth on Exhibit A. The Administrative Day Rate for Administrative Days applies to all County Patients.
- 6.7 The compensation set forth in this Section 6 is the total payment due to DMC for all Covered Services, History and Physicals, and Restore to Competency Services provided to County Patients at BHC pursuant to the terms of this Agreement. DMC shall not bill COUNTY for any Covered Services, History and Physicals or Restore to Competency Services provided to County Patients pursuant to this Agreement except as provided for in this Agreement.
- 6.8 COUNTY shall be responsible for transportation and other costs associated with delivering all County Patients to DMC, and transportation and other costs associated with the discharge of all County Patients back to COUNTY.
- 6.9 Termination of Funding: County may terminate this Contract with thirty (30) days notice prior to the anniversary date of this Contract per California State Constitution Article XVI Section 18. In that event, County would be released from the second and subsequent years of this Agreement.

7. BILLING AND PAYMENT PROCEDURES

- 7.1 DMC shall submit a claim to COUNTY no later than thirty (30) days following the date of each County Patient's discharge from BHC. COUNTY shall make payment to DMC for all Covered Services, History and Physicals, and Restore to Competency Services within thirty (30) days after receipt of a claim.
- 7.2 Payments received by DMC more than forty-five (45) days from COUNTY'S receipt of a claim shall be assessed interest at the rate of the lesser of one percent (1%) per month or the maximum rate permitted by California law.

12. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

13. REFERENCES TO LAWS AND RULES

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

14. ASSIGNMENT

COUNTY shall not assign its rights or delegate its duties under this Agreement without first obtaining DMC's prior written consent. DMC may assign this Agreement at any time to any successor/operator of BHC, so long as such successor/operator of BHC agrees to abide by the terms and conditions of this Agreement.

15. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

16. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the City of Modesto, County of Stanislaus, State of California.

17. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.

IN WITNESS THEREOF the parties hereto execute this Agreement this

_____ day of _____, 2020.

COUNTY:

County of Calaveras a political
subdivision of the State of California

DMC:

Doctors Medical Center of Modesto,
Inc., a California corporation

By: _____

Chair

Calaveras County Board of Supervisors

Date: _____

By: Dawn Marie Cirri


Name: Dawn Marie Cirri

Title: AVP, Managed Care

Date: 8/7/2020

Approved as to Legal Form:

Attest:

By  _____
County Counsel

By _____
Clerk to the Board of Supervisors
County of Calaveras

EXHIBIT A: RATE SCHEDULE

Doctors Medical Center of Modesto	Health and Human Services Agency		
Contractor	Department		
Inpatient Psychiatric Services	Behavioral Health		
Description	Division		
July 1, 2020- June 30, 2021	Mental Health		
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SERVICES	APPLICABLE CODES	<u>REIMBURSEMENT</u> <i>7/1/20-6/30/21</i>	<u>REIMBURSEMENT</u> <i>7/1/21-6/30/22</i>
Inpatient Services (MediCal and Non-MediCal)	Rev Codes 114, 124, 134, 144, or 154	\$1,634 per day	\$1,683 per day
Sub-Acute	See below	\$1,634 per day	\$1,683 per day
Admin Day	Rev Code 169	Medi-Cal Rate on Day of Service	
Physician Initial Visit		\$200	\$206
Follow up Physician Visit		\$110	\$113

Compensation:

- 1) The County agrees to pay the Sub-Acute per diem rate listed above per patient day for patients remaining at DMC following stabilization of their acute psychiatric episode while the County attempts to secure a sub-acute or an intensive transitional placement for the patient.
- 2) The Admin Day rate will adjust according to the Medi-Cal daily rate.
- 3) Services shall be paid for each day the claim is billed with the applicable revenue codes, in addition professional fees shall be paid for each CPT Code included on the claim.
- 4) The REV CODES and CPT codes listed in Exhibit A are intended to be representations of the coding in place at the Commencement of this Agreement for the types of Hospital Services contracted under this Agreement and have been mutually agreed upon by both County and DMC. Such codes are subject to changes or additions as updates are made by the issuing entity, and County will be expected to utilize the industry standards for billing as mutually agreed upon by both parties. Any new codes established by CMS to replace existing codes listed in Exhibit A shall be reimbursed according to the rates identified in Exhibit A.