

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and SAN JOSE BEHAVIORAL HEALTH**

This Second Amendment ("Second Amendment") is entered into as of the 30th day of September 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and San Jose Behavioral Health ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2023 (the "Contract"), in which Contractor agreed to provide acute psychiatric inpatient treatment services.
- B. The parties amended the contract (First Amendment) on December 1, 2023 to amend the Billing Rates.
- C. The parties now needs to increase the budget of the Contract.
- D. This Second Amendment represents an increase of \$139,664 to the contract.
- E. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: The maximum amount of this Contract is \$646,879.

B. Budget

Exhibit B-1.1 is deleted in its entirety and replaced with the Budget attached to and incorporated by this reference as Exhibit B-1.2.

3. Effectiveness of Contract.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

SAN JOSE BEHAVIORAL HEALTH

BP

By _____
Bill Emlen
County Administrator

By Steve Vanderpoel  10/16/2024 09:45 AM EDT
Steve Vanderpoel
Chief Executive Officer

APPROVED AS TO CONTENT

By Gerald Huber  10/09/2024 10:41 AM EDT
Gerald R. Huber
Director, Health and Social Services

APPROVED AS TO FORM

By Kelly Welsh  10/17/2024 01:33 PM EDT
Deputy County Counsel

EXHIBIT B-1.2
CONTRACT RATES AND DETAIL

A. Rates will be adjusted every fiscal year to match Host County negotiated rates. Compensation shall be as follows:

	FY 23/24	FY 24/25	
Children and Adolescents (ages 11-17)			
Facility Fee	\$1,867.00	\$2,147	Per acute day of service
Professional Fees	\$ 227.00	\$ 261	Per acute day of service
Adult (ages 18 and older)			
Facility Fee	\$1,867.00	\$2,147	Per acute day of service
Professional Fees	\$ 227.00	\$ 261	Per acute day of service

- (1) All professional fees are directly paid by County to San Jose Behavioral Health, who in turn reimburses the psychiatrists separately.
- (2) Administrative day rate applies when patients no longer meet medical necessity criteria for acute psychiatric day rate. Administrative day services will follow State of California Department of Health Care Services established rate of reimbursement.
- (3) All claims are subject to a comprehensive series of edits by a Claim Representative.

B. Rates effective for services certified by County mental health as administrative day rate when patients no longer meet medical necessity criteria for acute psychiatric day rate. Medical necessity is determined through County utilization review. Contractor shall maintain medical records in such a manner that all required documentation to independently establish the medical necessity of all services provided by the Contractor, as outlined in California Code of Regulations, Title 9, are present, which includes, at a minimum, the following documents:

- (1) The elements of Medical Necessity for the admission day are:
 - a. The diagnosis is from the included list in Title 9
 - b. There is documentation/evidence of a covered impairment
 - c. Documentation/evidence establishes that the patient cannot be safely treated at a lower level of care
 - d. The plan of care is consistent with the covered diagnosis and covered impairment
- (2) The elements of Medical Necessity for each continuing stay day are:
 - a. The diagnosis is from the included list in Title 9
 - b. There is documentation of the continued presence--or insufficient remission--of the covered impairment which led to admission OR a new covered impairment
 - c. Documentation/evidence establishes that the patient cannot be safely treated at a lower level of care
 - d. There is documentation/evidence that the treatment provided to the patient is consistent with the covered diagnosis and covered impairment
 - e. Documentation reflects the patient's gradual progress toward meeting treatment plan goals and readiness criteria for discharge

- C. County is responsible for transportation of patients to and from the Contractor's location.
- D. The parties agree to meet and confer if, in the opinion of Contractor, the proposed patient admission will require utilization of Contractor's resources, or those purchased by Contractor specifically to provide services to patient, to the extent that Contractor's daily charges for the patient will exceed the All Inclusive Per Diem rate recited above (not to include Electroconvulsive Therapy (E.C.T.) by 220%. In this circumstance, Contractor agrees to contact County immediately. County may determine not to approve the expenditures and to remove patient, or make separate arrangements for ancillary services, in which case no additional payment by County shall be required. If County determines to approve or continue the placement of the specific patient with Contractor, County and Contractor agree that County shall compensate Contractor at the rate of seventy percent (70%) of the actual per diem charges incurred. In the event of continuation of Contractor services, County shall inform Contractor of the proper procedure for submission of claims for the charges.