

## AMENDMENT NUMBER TWO

### BLUE CROSS OF CALIFORNIA COUNTY MEDICAL SERVICES PROGRAM (CMSP) PARTICIPATING FACILITY AGREEMENT

This Amendment to the Blue Cross of California CMSP Participating Facility Agreement is effective as of January 1, 2012, between Blue Cross of California and Affiliates ("BLUE CROSS") and EI Dorado County Psychiatric Health Facility ("FACILITY").

#### RECITALS

- A. ANTHEM BLUE CROSS and FACILITY have previously entered into a Blue Cross of California CMSP Participating Facility Agreement ("Agreement") effective July 1, 2011, whereby FACILITY is designated as a Participating CMSP Psychiatric Health Facility.
- B. BLUE CROSS' Affiliate, BC Life & Health Insurance Company, has or is about to enter into an agreement with the County Medical Services Program Governing Board ("Governing Board") to act as a third party administrator to administer health care services, including without limitation, claims processing, provider contracting, and utilization management, on a self-funded basis for adults served by the County Medical Services Program ("CMSP") and the Path2Health Program in certain California counties.
- C. Pursuant to Section 13.9 of the Agreement, the parties desire to amend the Agreement to provide for the following changes to the Agreement:

#### THEREFORE, IT IS AGREED:

- I. **Section 2.2** is deleted in its entirety and replaced with the following: "Benefit Agreement(s)" refers to documents prepared by and distributed by the CMSP Governing Board that describe and explain the health care benefits that BLUE CROSS administers for Members. The CMSP Governing Board retains the unilateral right to modify the benefit structure of the CMSP and Path2Health programs.
- II. **Section 2.4** is deleted in its entirety and replaced with the following: "County Medical Services Program" means the program governed by the CMSP Governing Board to provide health care services to medically indigent adults that are not eligible for Path2Health.

- III. **Section 2.10** is deleted in its entirety and replaced with the following: “Members” means “CMSP Enrolled Beneficiaries” and “Path2Health Enrolled Beneficiaries” as defined in the Administrative Contract between BC LIFE and the CMSP Governing Board, who are eligible to receive Medical Services pursuant to the CMSP and Path2Health programs, respectively.
- IV. **Section 2.20** is hereby added as follows: “Path2Health” means the Low Income Health Program governed by the CMSP Governing Board to provide health care services to certain medically indigent adults that are eligible to receive Medical Services, pursuant to an agreement between the CMSP Governing Board and the State Department of Health Care Services (DHCS). Such agreement is authorized by DHCS’ 1115 Federal Medicaid Waiver and state law and provides federal Medicaid matching funds for services provided to eligible members.
- V. **Section 6.4** is deleted in its entirety and replaced with the following: FACILITY expressly acknowledges that if a Member has other health coverage CMSP and Path2Health shall be the payors of last resort.
- IV. **Section 7.5** is hereby added as follows: In consideration that Path2Health is funded, in part, with federal Medicaid funds, FACILITY agrees that DHCS and the Federal Centers for Medicare and Medicaid Services (CMS) may inspect and audit any financial records associated with Path2Health. FACILITY shall provide DHCS and CMS access to any books, documents, papers and records of FACILITY that are directly pertinent to Path2Health for the purpose of making an audit, examination, excerpt, or transcription. FACILITY agrees that there shall be no restrictions on the right of DHCS or CMS to conduct whatever inspections and audits of Path2Health that are necessary to assure quality, appropriateness or timeliness of services and reasonableness of costs.
- VI. **Section 11.1** is hereby deleted in its entirety and replaced with the following: When executed by both parties, This Agreement shall become effective as of the date noted on page one (1) and shall continue until December 31, 2013 (“Term”) unless terminated as specified below.
- VII. **Section 13.5** is hereby deleted in its entirety and replaced with the following: All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (i) by personal delivery (notice shall be deemed given on the date of delivery), (ii) by United Parcel Post (UPS) or other next day delivery service (notice shall be deemed given on the date of actual receipt), (iii) by first-class mail, postage prepaid certified or registered return receipt requested (notice

shall be deemed given on the date of actual delivery) and (iv) by cablegram or telegram with confirmation of transmission (notice shall be deemed given on the date on the confirmation) and (v) facsimile transmission with confirmation (notice shall be deemed given on the date on the confirmation).

To BLUE CROSS at:

Blue Cross of California  
State Sponsored Programs  
21555 Oxnard Street CAAC08-008D  
Woodland Hills, CA 91367  
ATTN: Director of Provider Engagement & Contracting

To FACILITY at:

County of El Dorado  
Health and Human Services Agency-Mental Health Division  
3057 Briw Road, Suite A  
Placerville, CA 95667  
Attn: Daniel Nelson, MPA, Director

- VIII. For the period January 1, 2012 through December 31, 2013, Exhibit B is amended and replaced by the attached amended Exhibit B “amended”, dated the effective date of this Amendment, and incorporated herein by this reference.
- IX. Upon acceptance by the parties, this Amendment, as of the effective date hereof, shall become a part of the Agreement, and all provisions of the Agreement not specifically inconsistent herewith shall remain in full force and effect.

For ANTHEM BLUE CROSS

For COUNTY OF EL DORADO  
PSYCHIATRIC HEALTH FACILITY

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Aldo De La Torre  
Vice President  
Provider Engagement and  
Contracting

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John R. Knight, Chair  
Board of Supervisors

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Date

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Date

**“amended” EXHIBIT B  
COMPENSATION RATES  
*El Dorado County Psychiatric Health Facility***

Effective January 1, 2012 through at least December 31, 2013

FACILITY agrees that it shall accept the rates below as payment in full for covered inpatient Facility Services pursuant to Article VI.

**I. INPATIENT MENTAL HEALTH SERVICES**

Inpatient Mental Health Services shall be reimbursed at an all inclusive per diem rate as follows:

**Effective January 1, 2012 – December 31, 2012  
\$542.00 Per Diem**

**Effective January 1, 2013 – December 31, 2013  
\$552.00 Per Diem**

The following limitations apply to the above Per Diem Rate:

1. Benefits shall be limited to ten (10) inpatient days per fiscal year per CMSP member.
2. Benefits shall be limited to no more than six (6) inpatient days per episode.
3. Payment shall be made by Anthem Blue Cross when the billings provide appropriate documentation of prior authorization by the County Mental Health Plan.
4. If FACILITY does not maintain licensure as a Psychiatric Health Facility, no payment shall be made.

**II. FACILITY understands that Governing Board has retained the authority to adjust rates at any time, with notice, in order to remain within its budgetary allowance. BLUE CROSS will provide FACILITY with notice of any such rate adjustment to this Exhibit B.**