

LETTER OF AGREEMENT

By and Between Sutter Bay Hospitals dba Alta Bates Summit Medical Center  
and Health & Human Services, Placer County

Section I. LOA Terms:

The purpose of this Letter of Agreement (“LOA”) is to memorialize the agreement between Sutter Bay Hospitals dba Alta Bates Summit Medical Center (“Provider”), a California non-profit public benefit corporation, and Health & Human Services, Placer County (“Payer”), regarding health care services that Provider will provide to \_\_\_\_\_ (“Member”).

The parties agree that Payer shall pay Provider at the Rate Terms in Section II below. This LOA is a one-time agreement between the parties and is only for health care services provided to the Member as outlined below:

Patient Name(s):

Date of Birth:

Medi-Cal ID:

MRN:

Authorization: Psychiatric inpatient services for treatment of eating disorder for one admission

Expected Date(s) of Service: TBD

Section II. Rate Terms:

- A. Payer shall pay Provider thirty five percent (35%) of billed charges for psychiatric inpatient services for treatment of eating disorder (“Services”). The total amount and payments made under this agreement shall not exceed One Hundred Thousand (\$100,000.00).

If patient receives services outside of mental health services (non-psychiatric inpatient services for treatment of eating disorder), Payer shall pay Provider thirty-five percent (35%) of billed charges. Payer accepts responsibility for medical services outside of mental health services after the provider has billed the patient’s health plan for the medical services and has received a denial.

- B. Provider shall submit claims and correspondence to:

Placer County Mental Health Plan/Quality Management UR  
11512 B Avenue  
Aburn, CA 95603

- C. Payer shall process claim(s) and pay Provider in accordance with the timely payment provisions in California Health and Safety Code Section 1371, et seq. Payer shall pay interest at 15% per annum on all late paid claims. Payer shall submit payment to:

Alta Bates Summit Medical Center  
PO Box 276108  
Sacramento, CA 95827-6108  
Tax ID: 94-0562680

- D. Payer may request additional information about the claim from Provider only after Payer pays the entire amount due as set forth above.

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- E. After full payment is received by Provider for the health care services rendered by Provider to Member, Payer shall be entitled to audit claim(s) to determine if the services charged by Provider were actually rendered to the Member.
- F. Nothing in this LOA is intended to prevent Payer from disputing a claim or charge that payer believes is fraudulent or constitutes an unfair billing practice. If Payer believes a claim or charge is fraudulent or constitutes an unfair billing practice, it shall immediately inform Provider. If Payer disputes any claim or portion of a claim for any reason, the dispute shall be resolved in accordance with paragraph G below.
- G. All disputes between Payer and Provider arising out of or in any way related to this LOA shall be resolved by binding arbitration pursuant to the commercial rules of the Judicial Arbitration and Mediation Service (JAMS). All aspects of such disputes shall be held confidential by the parties.
- H. Under no circumstances shall Provider seek to recover any amounts from Member for the Services except for co-insurance, co-payments, and deductibles.
- I. This LOA shall be governed by and interpreted in accordance with the laws of the State of California. All laws, to the extent applicable to the provision of services hereunder are incorporated by reference herein and are binding on the parties.

Execution. By their signatures below, each of the following represent that they have authority to execute this Letter of Agreement and to bind the parties on whose behalf their execution is made.

Health & Human Services, Placer County

Sutter Bay Hospitals

\_\_\_\_\_  
Signature

Robert L. Oldham,  
Director of Health & Human Services

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

Julio A. Barajas, Contract Manager

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**HEALTH AND HUMAN SERVICES  
ADMINISTRATIVE SERVICES  
Vicki Grenier**

Interim Deputy Director, Administrative Services

**Robert L. Oldham, MD, MSHA**  
Department Director, HHS

December 18, 2020

Bay Psychiatric Associates  
2020 Milvia Street, Suite 440  
Berkeley, CA 94704  
Attn: Bri Perez, BPA Manager

RE: Pro Fee rates for Single-Case Beneficiary Placement/LOA

Dear Ms. Perez,

The Department of Health Services (DHS) has a strong commitment to the timely provision of placing Mental Health beneficiaries into appropriate inpatient hospitalizations. At present, we have been notified that a Placer County Specialty Mental Health Plan youth beneficiary will be placed at Sutter Bay Hospitals dba Alta Bates Summit Medical Center and will require an enhanced level of care from the a provider that is a member of Bay Psychiatric Associates (BPA). The beneficiary's information is:

Patient Name:  
Date of Birth:  
Medi-Cal ID:  
MRN:  
Expected Dates of Service: TBD

In the interest of assuring that unnecessary delays in the placement of this beneficiary do not occur, we are hereby requesting that Bay Psychiatric Associates proceed with the mutually agreed upon placement. DHS will guarantee repayment of professional fees at the rate level listed in their current agreement with Placer County for such services, associated with this beneficiary from the official first date of placement. The service agreement with Bay Psychiatric Associates will stay in place for 3 months from the official first date of placement or once the client is discharged and considered by Placer County to no-longer require care, whichever comes first.

Under this arrangement, BPA holds DHS and County of Placer harmless for any fees, services or damages that might arise as a result of its provision of inpatient hospitalization, other than those costs associated with the provision of authorized services and professional fees applicable to beneficiary level of care at intake. As is currently the practice for Placer County Mental Health

Plan beneficiaries being served by members of BPA, authorization of continued services and beneficiary's level of care will be obtained by the DHS Behavioral Health Division Hospital Utilization Review team every fourteen (14) days.

Professional Fees:

- 90792 - Psychiatric diagnostic interview: \$450.00
- 99221 - Initial care-low: \$375.00
- 99222 - Initial care-moderate: \$450.00
- 99223 - Initial care-comprehensive: \$525.00
- 99231 - Subsequent visit-low: \$200.00
- 99232 - Subsequent visit-moderate: \$250.00
- 99233 - Subsequent visit-complex: \$320.00
- 90833 add-on psychotx-30 (16-37) min: \$200.00
- 90836 add-on psychotx-45 (38-52) min: \$270.00
- 90838 add-on psychotx-60 (53+) min: \$300.00

The total amount and payments made under this agreement shall not exceed FIFTEEN THOUSAND (\$15,000).

In order to receive payment for professional fees associated with this beneficiary, Bay Psychiatric Associates shall invoice Placer County for the authorized professional fees for said beneficiary specifying the beneficiary's name, number of days with dates, professional fee description and associated fee, and the total amount billed for the beneficiary on a monthly basis. Bay Psychiatric Associates shall submit invoice claims and correspondence to:

Placer County HHS Fiscal  
Attn: Accounts Payable  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: HHSPayables@placer.ca.gov

Sincerely,

Robert L. Oldham, Director  
Department of Health & Human Services

Each of the following represent that they have authority to execute this Letter of Agreement and to bind the parties on whose behalf their execution is made by their signatures below.

Health & Human Services, Placer County

Bay Psychiatric Associates

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Robert L. Oldham,  
Director of Health & Human Services  
\_\_\_\_\_  
Printed Name & Title

Bri Perez, BPA Manager  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date