

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract for Services entered into on April 7, 2020 and as amended on April 21, 2021 by and between the County of Siskiyou ("County") and Aurora Behavioral Healthcare – Santa Rosa, LLC, a California Limited Liability Corporation ("Contractor") DBA Santa Rosa Behavioral Healthcare Hospital and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect additional rates.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3.01 of the Contract, Scope of Services, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this Second addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Aurora Behavioral
Healthcare – Santa Rosa, LLC
DBA Santa Rosa Behavioral Healthcare
Hospital

Date: 10/12/2021

DocuSigned by:
Chad Hickerson
9781228018A454

Chad Hickerson, Chief Executive Officer

Date: 10/12/2021

DocuSigned by:
Kelly Stephens
7032AD1CF6A1044E

Kelly Stephens, Chief Financial Officer

License No.: 550001413
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 27-1317136

ACCOUNTING:
Fund Organization Account
2122 401030 740300

Encumbrance number (if applicable) E2100489

If not to exceed, include amount not to exceed:
FY18/19 \$0.01
FY19/20 \$0.01
FY20/21 \$0.01
FY21/22 \$0.01
FY22/23 \$0.01

Exhibit A

I. Scope of Services

A. During the term of this agreement, Contractor shall:

- 1) Provide acute psychiatric inpatient medical services to patients referred by County. In the event of a medical emergency, either psychiatric or non-psychiatric, Contractor shall stabilize and treat or transfer patients in accordance with the Emergency Medical Treatment and Active Labor Act, 42 U.S.C., Section 1395dd ("EMTALA"). County agrees that all screenings and stabilizing services provided by a Contractor in a medical emergency are Covered Services.
- 2) Comply with all provisions of Title IX of the California Code of Regulations.
- 3) Contractor's admission policies are to be in writing and available to the public and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin, ancestry, or sex.
- 4) Contractor shall provide County with copies of each patient's admission and discharge plans within fourteen (14) days of patient's discharge and shall follow the current Department of Health Care Services requirements.
- 5) Contractor's financial reports shall be retained for at least five (5) years and made available for audit on request of State. Contractor shall comply with State Department of Health Care Services cost reporting requirements.
- 6) Contractor shall provide to County's clients the information pertaining to the grievance procedures established by the County. Contractor understands and agrees to comply with County's managed care requirements to include authorization of services, notification, and ensuring that private Contractors are given appropriate information regarding treatment authorization and comply with requirements.
- 7) Contractor shall, if deemed necessary by the State of California, comply with County managed care provider certification process.

B. Prior Authorization: County shall provide to Contractor written prior authorization for each patient admitted. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the county contract liaison by mutual consent of the County and Contractor, provided County supplies a completed authorization within three (3) days from the date of admission.

C. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Director, Siskiyou County Health and Human Agency, Behavioral Health Division, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:

- 1) Name and address of the injured or deceased person;
- 2) Name and address of Contractor's subcontractor, if any;

- 3) Name and address of Contractor's liability insurance carrier believed to be involved;
- 4) A detailed description of the incident and whether any of County's equipment, tools, material or employees was involved.

II. Compensation and Billing

Reimbursement

Rate: County shall pay Contractor 100 percent of the following rates per day for admissions:

Provided that there shall first have been a submission of claims in accordance with Paragraph 4.3 of this Contract, the Provider shall be paid at the following all-inclusive rate per patient day for acute psychiatric inpatient hospital services, based on the following accommodation codes (complete any of the following that apply and indicate the accommodation codes that are not applicable to this contract):

Medi-Cal Beneficiaries FY21/22

Description / Activity	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,462/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,488/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,609/Day
Administrative Day Services	\$864/Day

County Funded Clients – Non-Medi-Cal – No other Payer Source Available FY21/22

Description / Activity	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,462/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,488/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,609/Day
Administrative Day Services	\$864/Day

The per diem rates, as described above, are to be the only payments made by Siskiyou County Health and Human Services, Behavioral Health Division for inpatient services provided to Medi-Cal beneficiaries except where otherwise provided hereunder.

- A. Rates are all inclusive of the professional fee and hospital stay: The rate structure under Paragraph IIA(1) of this Contract is intended by both the County and the Provider to be inclusive of all services defined in this Contract as Psychiatric Inpatient Hospital Services except for Accommodation Code #035. The per diem rate is considered to be payment in full, subject to third party liability and patient share of costs, for psychiatric inpatient hospital services to a beneficiary.
- B. The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric services in Title 9, Chapter 11 and the per diem rate structure does not include non-hospital based physician or psychological services or one on one observation services. *CCR Title 9, Chapter 11, Section 1810.430 (d) (4) & (5).* b) The rate structure under Paragraph IIA(1) of this Contract shall not include physician services or transportation services rendered to beneficiaries covered under this Contract.

C. The rate structure under Paragraph II A (1) of this Contract shall be adjusted, with prior written approval, to the annual rate structure negotiated by Sonoma County Mental Health as the host County. Future rates will be amended, in writing, by mutual consent of both parties.

3) Monthly Payment: Contractor shall provide County with an approved form for use in billing services under this agreement. The approved format for billing is the standard UB 92. Contractor shall bill for services under this agreement on a monthly basis in arrears. Contractor shall provide County with an original bill on the approved form within thirty (30) days of service. A County representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment process. County shall endeavor to pay invoices or claims of satisfactory work within thirty (30) days of presentation.

III. Cost Reports and Settlement

- A. Contractor shall submit a separate detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the California Department of Health Care Services (DHCS) and a complete Financial Statement no later than 90 days after the end of the fiscal year. The Cost Report shall calculate the cost per unit as the lower of actual costs or published charges.
- B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Contractor shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Contractor shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect.
- C. Upon completion of the County Cost Report, which includes the Contractor's cost report data, County may conduct a settlement review. In the event the Cost Report settlement review identifies an overpayment to Contractor, County will invoice Contractor and Contractor shall reimburse County the full overpayment amount within 60 days.
- D. DHCS will review the submitted County Cost Report and issue a Preliminary Cost Report Settlement to County. DHCS will also conduct a Cost Report Audit which results in a Final Cost Report Settlement. In the event that either the DHCS preliminary settlement or final settlement indicates a denial or disallowance of services provided by Contractor or any other irregularity or errors of omission or commission irregularity on the part of Contractor which leads to a financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 60 days.
- E. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Contractor at County's sole discretion until the Cost Report and Financial Statement have been received by County.
- F. All provisions in this section shall survive the termination, expiration, or cancellation of this agreement.

IV. Compliance and Audits

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 17-94617 located at:

https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/behavioral_health/page/1381/bhs-20180905_specialty_mental_health_service_agreement.pdf

- A. Contractor shall comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.
- B. Contractor shall be subject to audit, evaluation, and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 CFR §§ 438.3(h) and 438.230(c)(3).
- C. Contractor shall make available, for the purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries.
- D. Should the State, CMS, or the HHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time.
- E. County will monitor performance of Contractor on an ongoing basis for compliance with the terms of the DHCS-MHP Contract. Contractor's performance shall be subject to periodic formal review by County.
- F. Contractor and any of its officers, agents, employees, volunteers, contractors, or subcontractors agree to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider.
- G. Contractor shall allow inspection, evaluation, and audit of its records, documents, and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.
- H. Should Contractor create a Federal or State audit exception during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Contractor shall be responsible for the audit exception and any associated recoupment. Should a Contractor-caused audit exception result in financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 30 days. The County will not offset future billings for repayment under this agreement.
- I. All provisions in this section shall survive the termination, expiration, or cancellation of this agreement.

V. Contract Amendments

Contractor and County may mutually agree to amend, in writing, the rates and/or services in this contract at the beginning of each fiscal year during the term of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 S. Hope St., Ste. 3750 Suite 3750 Los Angeles CA 90071	CONTACT NAME: Yvonne Galvan PHONE (A/C, No, Ext): 213-402-0232 FAX (A/C, No): 800-383-1852 E-MAIL ADDRESS: yvonne.galvan@alliant.com
INSURED Aurora Behavioral Healthcare Santa Rosa LLC 1287 Fulton Road Santa Rosa, CA 95401	SIGNER INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : National Fire & Marine Insuran 20079 INSURER B : Travelers Property Casualty Co 25674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 702870759** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HN017115	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-3N213885-20-51-K	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Siskiyou County Health and Human Services Agency is named as additional insureds as respects to Liability arising out of work performed by the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Siskiyou County Health and Human Services Agency Behavioral Health Division 2060 Campus Drive Yreka CA 96097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Issuing Company:
National Fire & Marine Insurance Company
Omaha, Nebraska

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.: 5
Forming Part of Policy No.: HN017115
Issued to: Signature Healthcare Services, LLC
Effective Date of Endorsement: 09/01/2020 at 12:01 a.m. at the address of the First Named Insured stated herein.

**BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
(GENERAL LIABILITY)**

Only with respect to coverage provided under this endorsement and under the General Liability Coverage Part, and in consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The definition of **additional insured** in the Definitions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

Additional insured means any person or organization with which the **insured** has entered into a written contract or agreement prior to the **loss** agreeing:

1. to add the person or organization as an **additional insured**; or
2. to hold harmless or indemnify such person or organization.

However, such person or organization is not an **additional insured** with respect to **losses** arising from, or in connection with, any acts or omissions alleged to have been committed by that **additional insured**.

The following subparagraph is added to the Other Insurance condition of the Conditions section of the Common Policy Provisions and Conditions:

Only if required by written contract or agreement with the **insured**, coverage for any **additional insured** shall be primary and non-contributory as respects any other insurance policy issued to such **additional insured**.

The following subparagraph is added to all Insuring Clauses of the General Liability Coverage Part policy:

The **company's** duty to defend and pay **losses** or **claims expense** on behalf of any **insured** shall extend to any **additional insured** meeting the terms and conditions of this policy, but only with respect to any **loss** or **claims expense** payable as the result of the **additional insured's** vicarious liability for the acts or omissions of an **insured** otherwise covered under this Coverage Part.

However, the coverage provided to an **additional insured** shall not be broader than that which an **insured** is required by written contract or agreement to provide to that **additional insured**. Additionally, coverage shall not apply to structural alterations, new construction or demolition operations performed by or on behalf of an **additional insured**.