

**2nd ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 2nd ADDENDUM is to that Contract for Services entered into on March 17, 2022, and as amended on September 6, 2023, by and between the County of Siskiyou (“County”) and San Jose Behavioral Health, LLC (“Contractor”) 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 Services, informing contractor of new concurrent review requirements.

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to remove cost report settlement language in Section III, and the addition of Exhibit A.1 to include concurrent review requirements.

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” and Exhibit “A.1”, 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 TO FOLLOW)

IN WITNESS WHEREOF, County and Contractor have executed this 2nd addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: San Jose Behavioral
Health, LLC

Date: _____

Steve Vanderpoel, Chief Executive Officer

Date: _____

Rachel Cox, Chief Financial Officer

License No.: 550003449
(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. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2122	401030	723015	
2122	401030	740300	

Encumbrance number (if applicable): E2300550

If not to exceed, include amount not to exceed: FY 21/22 \$0.01 (Rate)
FY 22/23 \$0.01 (Rate)
FY 23/24 \$0.01 (Rate)
FY 24/25 \$0.01 (Rate)
FY 25/26 \$0.01 (Rate)

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.

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):

FY22/23

Description / Activity	Rate
Children and Adolescents (ages 14-17)	
Per Diem Acute Facility Psychiatric Day Rate	\$1,750.99/Day
Professional Services Fee	\$216.01/Day

FY22/23

Description / Activity	Rate
Adults (ages 18 and older)	
Per Diem Acute Facility Psychiatric Day Rate (Adolescent)	\$1,750.99/Day
Professional Services Fee	\$153.01/Day

FY23/24

Description / Activity	Rate
Children and Adolescents (ages 11-17)	
Per Diem Acute Facility Psychiatric Day Rate	\$1,867.00/Day
Professional Services Fee	\$227.00/Day

FY23/24

Description / Activity	Rate
Adults (ages 18 and older)	
Per Diem Acute Facility Psychiatric Day Rate (Adolescent)	\$1,867.00/Day
Professional Services Fee	\$227.00/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. 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/dhcs_contract_2022_-_2027.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.

Exhibit A.1

CONCURRENT REVIEW/AUTHORIZATION

Siskiyou County has designated Keystone Peer Review Organization, Inc. (Kepro) as our authorized administrative entity to support the concurrent review process. As of June 15, 2022, Kepro will conduct all inpatient psychiatric reviews in alignment with the state requirements as outlined in the Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN 22-017) in conjunction with the guidance in Information Notice (IN) 19-026.

1. Admission and Authorization

Within 24 hours of admission for psychiatric inpatient hospital services, the psychiatric health facility (PHF) shall provide to Kepro, via <https://portal.kepro.com/>, the beneficiary's admission orders, initial plan of care, a request to authorize the beneficiary's treatment, and a completed face sheet. The face sheet shall include the following information (if available):

- Psychiatric Health Facility (PHF) name and address
- Patient name and DOB
- Insurance coverage
- Medi-Cal number and county of responsibility identified in the Medi-Cal Eligibility Data System
- Current address/place of residence
- Date and time of admission
- Working (provisional) diagnosis
- Date and time of admission
- Name and contact information of admitting, qualified and licensed practitioner
- Utilization review staff contact information

2. Continued Stay Authorization

When medically necessary for the beneficiary, before the end of the initial authorization period, or a subsequent authorization period, the hospital or psychiatric health facility (PHF) shall submit a continued-stay- authorization request for a specified number of days (generally three) to Kepro.

Clinical information to be exchanged includes:

- Current need for treatment to include involuntary or voluntary status, diagnosis, current symptoms, and current response to treatment.
- Risk assessment to include any changes, inclusive of new indicators since initial intake assessment that reflect current risk. Examples may include protective and environmental factors and available supports that should be considered in discharge planning; updates regarding changes to suicidal and/or homicidal ideation since admission; aggression/self-harm since admission; behavioral observations; historical trauma.
- Precipitating events if further identified or clarified by the treating hospital after admission notice.
- Known treatment history as relates to this episode of care to include daily status (e.g., physician orders, daily progress notes, nursing notes, physician notes, social work notes, rounds sheet, lab results) of the treating hospital.

- Psychiatric Health Facility (PHF) information on prior episode history that is relevant to current stay.
- Mental Health Plan (MHP) information of relevant and clinically appropriate client history.
- Medications to include medication administration records for this episode, changes in medication, response to current medication, or further recommendations.
- Substance use information to include any changes, inclusive of new indicators since initial intake assessment. Examples may include SUD history, any recent changes in SUD, role of SUD in current diagnosis, SUD treatment goals, motivation to change SUD, and recommended SUD treatment post discharge.
- Known medical history to include co-occurring factors that may be related to care of the psychiatric condition as detailed in admitting and/or ongoing history and physical, or medical treatment needs while admitted.
- Treatment plan including any updates and changes to the initial treatment plan and evidence of progress or symptom management.
- Discharge and aftercare plan to include recommended follow-up care, social, and community supports, and a recommended timeline for those activities.
- Number of continuing stay days requested.

Kepro shall issue a decision on the psychiatric health facility (PHF's) continued-stay-authorization request within 24 hours of receipt of the request and all information reasonably necessary to make a determination.

Keystone Peer Review Organization, Inc. (Kepro) contact information: To contact the service desk, please use the following options: Toll Free: 1-800-922-9826 (24x7), Email: servicedesk@kepro.com

