

**1st ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 1st ADDENDUM is to that Contract for Services entered into on December 19, 2022, by and between the County of Siskiyou (“County”) and BHC Heritage Oaks Hospital, Inc. (“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, shall be amended to add a new exhibit entitled Exhibit “A.1” attached hereto and hereby incorporated by reference. Paragraph 3.01 of the Contract, Scope of Services, shall be further amended to delete the existing Exhibit “A”, Scope of Services, and replacing it 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.

In Process

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, County and Contractor have executed this 1st 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: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: BHC Heritage Oaks
Hospital, Inc.

Date: 3/28/2024

DocuSigned by:

Robinson Chyou, Chief Financial Officer

Date: 4/3/2024

DocuSigned by:

Yannis Angouras, Chief Executive 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	740300	

Encumbrance number (if applicable): E2400160

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

Rate Agreement Fiscal Year 2023/2024

CHILDREN'S SERVICES (AGES 0-21)

Medi-Cal Rates

- | | |
|--|--------------------|
| 1. Hospital Inpatient (Mode 05, Service Functions 10-18): | <u>\$1,022/day</u> |
| 2. Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided): | <u>\$105/day</u> |

Short-Doyle Rates

- | | |
|--|--------------------|
| 1. Hospital Inpatient <u>without</u> Psychiatric Support Services: | <u>\$1,022/day</u> |
| 2. Hospital Inpatient <u>with</u> Psychiatric Support Services: | <u>\$1,127/day</u> |

ADULT SERVICES (AGES 22-64)

Negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

- | | |
|---|--------------------|
| 1. Hospital Inpatient (all inclusive)
(Mode 05, Service Functions 10-18) | <u>\$1,324/day</u> |
|---|--------------------|

HOSPITAL ADMINISTRATIVE DAY RATE (ALL AGES)

Administrative Day Rate will be based on the DHCS established rate on the date of service. Should the rate change retroactively, retroactive payments and adjustments will not be made for services that have already been paid.

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):

- A. Psychiatric Health Facility (PHF) name and address
- B. Patient name and DOB
- C. Insurance coverage
- D. Medi-Cal number and county of responsibility identified in the Medi-Cal
- E. Eligibility Data System
- F. Current address/place of residence
- G. Date and time of admission
- H. Working (provisional) diagnosis
- I. Date and time of admission
- J. Name and contact information of admitting, qualified and licensed practitioner
- K. 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:

- A. Current need for treatment to include involuntary or voluntary status, diagnosis, current symptoms, and current response to treatment.
- B. 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.

- C. Precipitating events if further identified or clarified by the treating hospital after admission notice.
- D. 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.
- E. Psychiatric Health Facility (PHF) information on prior episode history that is relevant to current stay.
- F. Mental Health Plan (MHP) information of relevant and clinically appropriate client history.
- G. Medications to include medication administration records for this episode, changes in medication, response to current medication, or further recommendations.
- H. 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.
- I. 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.
- J. Treatment plan including any updates and changes to the initial treatment plan and evidence of progress or symptom management.
- K. Discharge and aftercare plan to include recommended follow-up care, social, and community supports, and a recommended timeline for those activities.
- L. 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](mailto: servicedesk@kepro.com)