

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

THIS 1st ADDENDUM is to that Contract for Services entered into on October 20, 2022, by and between the County of Siskiyou (“County”) and Marin General Hospital Corporation, a non-profit corporation d/b/a MarinHealth and MarinHealth Medical Center (“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 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: Marin General Hospital Corporation, a non-profit corporation dba Marin Health & Marin Health Medical Center

Date: 7/16/2024

David Klein, MD

David Klein, MD, MBA, Chief Executive Officer

Date: 7/17/2024

Eric Brettner

Eric Brettner, Chief Financial Officer

License No.: 110000361
(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.: 94-2823538

ACCOUNTING:

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

Encumbrance number (if applicable):

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

Services Provided:

CONTRACTOR will provide acute psychiatric inpatient care to patients of County. Acute psychiatric inpatient care will include, but not be limited to, the following services when ordered by the responsible physician or other qualified health practitioner in accordance with Contractor's Medical Staff Bylaws, Rules and Regulations and rendered in accordance with Section 1327 of Title 22 of the California Code of Regulations the applicable standards of the Joint Commission for Accreditation of Healthcare Organizations:

(1) Semi-private room or three bed dormitory accommodations including bed, board and related services.

(2) Mental health and social services; physical and mental examination for assessment and diagnosis performed by Contractor's staff; psychological testing and consultation directly related to evaluation and diagnosis, if indicated and performed by Contractor's staff; pharmacy and clinical laboratory services, including laboratory testing for physical illnesses causing or complicating mental health care; individual and group therapy provided by contractor's staff; all nursing services, including seclusion and restraint; medication; adjunctive therapies including art, recreational and occupational, therapies; and biologicals, supplies, appliances and equipment provided on an inpatient basis with the exception of those services and items which CONTRACTOR is not equipped or staffed to provide as specified in Exhibit B, Excluded Services.

Contractor's social services staff shall provide face-to-face assessments as soon as practical, but not more than 48 hours after admission during the week and 72 hours on weekends. They shall provide face-to-face counseling with patients and families in conjunction with psychiatric treatment. COUNTY case management shall assist on appropriate cases. Contractor's social services staff shall coordinate with COUNTY staff, when appropriate, for patients to receive aftercare services. Contractor's social services professionals shall also provide clinical testimony in Certification Review hearings.

(3) Diagnostic and therapeutic services as indicated, for principle diagnosis of psychiatry, which shall exclude physician and/or psychologist professional services; CONTRACTOR shall be responsible for assuring that each patient will be able to obtain appropriate physician professional services. Psychiatric evaluations will be provided within 24 hours of admission and every day thereafter.

(4) Bilingual/Bicultural Services

CONTRACTOR shall provide a sign language interpreter for those hearing-impaired patients who are unable to adequately communicate by other means such as reading and writing. CONTRACTOR shall be responsible for providing services that incorporate the cultural background of the patient. This requirement takes into consideration the language, family structure, religion and belief system of the client. CONTRACTOR shall ensure that the quality of treatment provided to non-English speaking patients is not substandard to treatment provided to English-speaking patients. CONTRACTOR shall take all steps necessary to develop and maintain an appropriate capability for communicating, including providing sufficient qualified translators, in any necessary second language, i.e., any language which is the primary language of at least 5 percent (5%) of either the community potentially served by CONTRACTOR or CONTRACTOR'S patient population. To the extent feasible, each monolingual patient shall have a minimum of one hour per day of therapy in his or her native language.

(5) Administrative services required in providing inpatient services and carrying out duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.

Services Excluded:

CONTRACTOR shall not be obligated to provide, and COUNTY shall not be obligated to compensate CONTRACTOR for, the following services (services not covered under COUNTY'S contract with the State):

(1) Services rendered under the California Children Services Program, which are not reimbursable under the State's Medi-Cal Program.

(2) Dental services, as defined in Title 22, California Code of Regulations, Section 51059.

(3) Long-term care institution services including the use of swing Beds.

(4) Services for chronic renal dialysis and major organ transplants.

(5) Special Tests and Procedures

Special laboratory and medical tests and non-routine medical care or diagnostic consultations and evaluations for psychiatrically related problems which are not covered by the all-inclusive rate will be billed at cost and may include, but are not limited to, electroconvulsive shock therapy (ECT), magnetic resonance imaging (MRI), electroencephalograms, skull films, computerized tomography of the brain, radio nuclear brain and thyroid tests; dexamethasone suppression tests; serum tricyclic antidepressant levels; and serum phenothiazine titers. Approval shall be obtained from COUNTY designee prior to ordering special tests and/or procedures.

Medical Services:

In the event that patient of County requires services to treat a medical condition, such medical services are excluded from the compensation for psychiatric services and shall be compensated separately.

Selection for Admission to Services:

Admissions shall occur 24 hours per day, seven days per week. CONTRACTOR shall admit patients with a DSM-IV diagnosis who require acute inpatient psychiatric care subject to bed and staffing availability and compliance with reasonable CONTRACTOR admission policies and procedures.

Prior Authorization:

All planned admissions are subject to prior verbal authorization by the COUNTY. Emergency admissions shall be exempt from prior authorization by the COUNTY, but CONTRACTOR shall notify the COUNTY of an emergency admission within 24 hours of admission.

Authorization for Payment for Services:

COUNTY is responsible for authorization for payment of medically necessary, acute psychiatric inpatient hospital services, including hospital-based ancillary services, and associated administrative days for Medi-Cal beneficiaries. CONTRACTOR shall submit to the COUNTY TARs and substantive documentation in accordance with the COUNTY authorization policies. With the exception of planned admissions that require prior authorization from COUNTY, all authorizations by COUNTY will be retrospective. Payment will be authorized for acute psychiatric inpatient services if the clinical record documents that medical necessity criteria for Medi-Cal reimbursement are met, the criteria of an emergency psychiatric condition were met at the time of admission, where applicable, and timelines for notification of admission and submission of the TAR and other required documentation are met. Payment will be authorized for administrative days following a preauthorized or emergency admission if the clinical record documents that CONTRACTOR contacted appropriate facilities within a 60-mile radius at least once every five (5) working days until the patient was placed or no longer required that level of care and timelines for notification of admission and submission of the TAR and other required documentation are met.

II. Compensation

1. COMPENSATION AND BILLING:

RATE STRUCTURE. The Medi-Cal reimbursable Psychiatric Inpatient Hospital Services for the FFS/MC hospitals include routine services as defined in Title 9, Chapter 11 of the California Code of Regulations, as well as all hospital-based ancillaries. Professional services (e.g., physician and psychologist costs) are excluded. The rates

listed below subject to exclusions are considered to be payment in full, subject to third party liability and patient share of cost.

Reimbursement for psychiatric acute hospitalization shall be in accordance with Title 9, Chapter 11 of the California Code of Regulations. Reimbursement for Administrative Day Services shall be the rate established in accordance with Section 51542, Title 22, California Code of Regulations, except for facility-specific reimbursements determined by the Department of Health Services in accordance with Section 51511 (a) (2) (B), Title 22, California Code of Regulations, plus an allowance for hospital-based ancillary services equal to twenty-five percent (25%) of the maximum rate established under Section 51542. Reimbursement for excluded services authorized by COUNTY shall be billed at cost.

2. BILLING PROCEDURES

A. Contractor shall bill any third-party payor financially responsible for a patient's health care services. For all clients with third party insurance excluding Medi-Cal, whether referred by the County or not, Contractor shall accept payment from those third-party payers as payment in full. County shall have no financial obligation for those clients.

B. The Provider shall submit claims to the Medi-Cal fiscal intermediary for all services rendered either directly or through an authorized delegate under the terms of this Contract, in accordance with the applicable billing requirements contained in Section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto. Claims shall be submitted in accordance with timely filing guidelines for Medi-Cal claiming.

C. A distinct billing process is to be followed for the payment of authorized ECT services. The process shall require Contractor to submit an invoice to utilizing the standard UB 92. CONTRACTOR shall provide COUNTY with a bill on the approved form within ninety (90) days of service.

D. A day of service shall be billed for each beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies a psychiatric inpatient hospital bed at 12:00 midnight in the facilities of the Provider. However, a day of service may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within 24 hours of a prior discharge.

E. CONTRACTOR shall submit an invoice to County for unpaid services using industry accepted billing forms with services identified by standard coding conventions such as ICD and HCPCS codes as appropriate. CONTRACTOR agrees to certify that each invoice submitted is accurate and that the services were provided in compliance with applicable laws.

3. Recovery of Overpayments

A. When an audit or review performed by the COUNTY, the Department of Mental Health, the State Controller's Office, or any other authorized agency discloses that the CONTRACTOR has been overpaid under this Contract, the Provider warrants that any such overpayment or excess payments over liability may be recouped by the COUNTY by withholding the amount due from future payments, seeking recovery by payment from the CONTRACTOR, or a combination of these two methods.

B. Overpayments determined as a result of periods prior to the effective date of this Contract may be recouped by the Department withholding the amount due from what would otherwise be the Department's liability under this Contract, seeking recovery by payment from the Provider, or a combination of these two methods.

C. When recoupment or recovery is sought under (a) of this Paragraph the Provider may appeal according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:

- a. The recovery or recoupment shall commence sixty (60) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
- b. The CONTRACTOR'S liability to the COUNTY for any amount recovered under this Paragraph shall be as provided in Section 5778 (h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4. Payment for Patients unfunded at the time of Admission

Contractor will provide psychiatric inpatient services for clinically appropriate County Mental Health patients referred by County Health Services Psychiatric Emergency Services Department. In the event this patient is not eligible for Medi-Cal, Medicare or any other insurance coverage, County will pay at the rates listed below for service days authorized by the County for a period of 72 hours unless otherwise specified.

A. The County is considered the funding source of last resort and will only pay in cases where: 1) Contractor was given an authorization letter by the County Psychiatric Emergency Services Department at the time of admission; 2) Contractor has made all efforts to assist the client/family in identifying and procuring any and all health insurance coverage for which this client is eligible; 3) has identified the clients liability based on the hospital's policies for charity care and discount payments and 4) has attempted to collect this amount from the client/family, and the client/family has no insurance to pay the bill, and the hospital has no other payor source to apply to the charges.

B. County payment is contingent upon documented evidence in the medical record that supports acute medical necessity for the period payment is requested. Medical necessity standards shall be the same as used for the Medi-Cal consolidation program under California Code of Regulations, Title IX, Chapter 11.

C. If the hospital is still unable to collect payment from any source, and all good faith efforts have been exhausted, the hospital may petition County Mental Health to cover the client's stay at an all inclusive daily rate according to this agreement between the hospital and the County. At any time, County may choose to assume responsibility for the patient and transfer the patient back to Psychiatric Emergency Services (PES).

D. In order to obtain additional authorization beyond 72 hours, Contractor must contact Tracie Lima, Deputy Director of Siskiyou County Behavioral Health (530-841-4100) the designated County Mental Health staff, in advance of the expiration of the prior authorization (Monday through Friday and prior to the weekend). Contractor agrees to work with County Mental Health regarding treatment and discharge planning.

MARIN HEALTH MEDICAL CENTER

INPATIENT RATES July 1, 2022, through June 30, 2023

All-inclusive per diem except		Includes routine day, ancillaries,
Excluded services		and incidental services.
Psychiatric Day	\$1513.79	All inclusive
Administrative Day	\$ 630.40	
ECT	\$1550.00	

EXCLUDES PSYCHIATRIC PROFESSIONAL RATES

INPATIENT RATES July 1, 2023, through June 30, 2024

All-inclusive per diem except		Includes routine day, ancillaries,
Excluded services		and incidental services.
Psychiatric Day	\$1588.00	All inclusive
Administrative Day	\$ 661.00	
ECT	\$1627.00	

EXCLUDES PSYCHIATRIC PROFESSIONAL RATES

INPATIENT RATES July 1, 2024, through June 30, 2025

All-inclusive per diem except		Includes routine day, ancillaries,
Excluded services		and incidental services.
Psychiatric Day	\$1667.00	All inclusive
Administrative Day	\$ 694.00	
ECT	\$1708.00	

EXCLUDES PSYCHIATRIC PROFESSIONAL RATES

Contractor must provide County with the National Provider Identifier Number for all staff providing direct services on behalf of the County and for which the County will submit a claim, and all facilities where services are delivered.

CONTRACTOR Facility NPI #1942267869 MarinHealth Center General Psychiatry

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 Eligibility Data System
- E. Current address/place of residence
- F. Date and time of admission
- G. Working (provisional) diagnosis
- H. Date and time of admission
- I. Name and contact information of admitting, qualified and licensed practitioner
- J. 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)