3rd ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS 3rd ADDENDUM is to that Contract for Services entered into on April 7, 2020 and as amended on April 21, 2021 and November 17, 2021 by and between the County of Siskiyou ("County") and Aurora Behavioral Healthcare – Santa Rosa, LLC, a California Limited Liability Contractor ("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 Contract expired on June 30, 2023, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

WHEREAS, the Scope of Service, Exhibit "A" needs to be revised to reflect the provided rates effective July 1, 2023; and

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01_of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2024.

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

Paragraph 3.01, of the Contract, Scope of Services, shall be amended to add an Exhibit "A.1", which is 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)

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IN WITNESS WHEREOF, County and Contractor have executed this 3rd 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: 2/8/2024	MIGHAELONG4KOBSEFF, CHAIR Board of Supervisors County of Siskiyou State of California
ATTEST: LAURA BYNUM Clerk, Board of Supervisors By: <u>Wundy Winningham</u>	
Deputy 1/11/2024	CONTRACTOR: Aurora Behavioral Healthcare – Santa Rosa, LLC dba Santa Rosa Behavioral Healthcare Hospital
Date: 1/11/2024 Date:	Tristan Ivy Chief Executive 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

ACCO	UNTING:		
Fund	Organization	Account	Activi
2122	401030	740300	

Activity Code (if applicable)

Encumbrance number (if applicable):

FY 19/20	\$0.01 (Rate)
FY 20/21	\$0.01 (Rate)
FY 21/22	\$0.01 (Rate)
FY 22/23	\$0.01 (Rate)
FY 23/24	\$0.01 (Rate)

If not to exceed, include amount not to exceed:

Exhibit "A"

I. Scope of Services

- A. During the term of this agreement, Contractor shall:
 - Provide acute psychiatric inpatient medical services to patients referred by County. In the event of a medical emergency, either psychiatric or nonpsychiatric, 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.
 - 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):

Rate Structure:

Contract rates are all inclusive of the professional fee (\$110/day) and hospital stay. When billing the County for authorized services provided to Sonoma County clients, Contractor will use this exclusive list of provisional rates (see below).

Activity	Rate	
Per Diem Acute Facility Day Rate (Adult)	\$1,608/Day	
Per Diem Acute Facility Day Rate (Older Adult)	\$1,637/Day	
Per Diem Acute Facility Day Rate (Child/Adolescent)	\$1,769/Day	
Administrative Day Services	\$950//Day	
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour	

Medi-Cal Beneficiaries

County Funded Clients - Non-Medi-Cal - No other Payer Source Available

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	\$1,608/Day
Per Diem Acute Facility Day Rate (Older Adult)	\$1,637/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	\$1,769/Day
Administrative Day Services	\$950//Day
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour

*These rates apply to all Medi-Cal or County eligible services rendered to all patients to all Counties

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 <u>https://portal.kepro.com/</u>, 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-stayauthorization 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: <u>servicedesk@kepro.com</u>