

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

THIS FIRST ADDENDUM is to that Contract for Services entered into on April 7, 2020 by and between the County of Siskiyou (“County”) and Aurora Behavioral Healthcare – Santa Rosa, LLC, A California Limited Liability Corporation (“Contractor”) and is entered into this ____ day of _____, 2021. 4/21/2021

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.

IN WITNESS WHEREOF, County and Contractor have executed this first 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: 4/21/2021

DocuSigned by:
Ray A. Haupt
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: *Wendy Wittingham*
Deputy

Date: 4/6/2021

**CONTRACTOR: Aurora Behavioral
Healthcare – Santa Rosa, LLC**

DocuSigned by:
Chad Hickerson
Chad Hickerson, CEO

Date: 4/6/2021

DocuSigned by:
Kelly Stephens
0922AD1CF6C1D3141E

Kelly Stephens, CFO

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

FY 18/19	\$0.01 (Rate)
FY 19/20	\$0.01 (Rate)
FY 20/21	\$0.01 (Rate)
FY 21/22	\$0.01 (Rate)
FY 22/23	\$0.01 (Rate)

Encumbrance Number E2000495

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; and
- 4) A detailed description of the incident and whether any of County's equipment, tools, material or employees was involved.

II. Compensation and Billing

A. Reimbursement

- 1) 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 FY18/19

Description	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,280/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,305/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,419/Day
Administrative Day Services	\$690/Day
Professional Fees-Psychiatry first day	\$133/Day
Professional Fees-Psychiatry subsequent days	\$97/Day

County Funded Clients – Non-Medi-Cal – No other Payer Source Available FY18/19

Description	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,280/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,305/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,419/Day
Administrative Day Services	\$690/Day
Professional Fees-Psychiatry first day	\$133/Day
Professional Fees-Psychiatry subsequent days	\$97/Day

Medi-Cal Beneficiaries FY19/20

Description	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,306/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,331/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,447/Day
Administrative Day Services	\$731/Day
Professional Fees-Psychiatry first day	\$136/Day
Professional Fees-Psychiatry subsequent days	\$99/Day

County Funded Clients – Non-Medi-Cal – No other Payer Source Available FY19/20

Description	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,306/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,331/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,447/Day
Administrative Day Services	\$731/Day
Professional Fees-Psychiatry first day	\$136/Day
Professional Fees-Psychiatry subsequent days	\$99/Day

Medi-Cal Beneficiaries FY20/21

Description	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,433/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,459/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,577/Day
Administrative Day Services	\$847/Day

County Funded Clients – Non-Medi-Cal – No other Payer Source Available FY20/21

Description	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,433/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,459/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	\$1,577/Day
Administrative Day Services	\$847/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.

- 2) Rate Inclusive of All Psychiatric Inpatient Hospital Services; Rate Does Not Include Physician, Transportation & Fair Hearing Services
 - (a) 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. 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.

- 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 a 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.