

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

THIS FOURTH ADDENDUM is to that Contract for Services entered into on July 7, 2020, and as amended on October 21, 2021, and April 8, 2022, by and between the County of Siskiyou ("County") and The Sail House, 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 parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect the provided rates effective July 1, 2024; and

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.

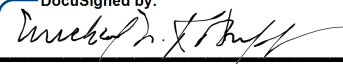
All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

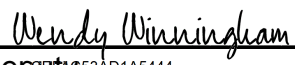
IN WITNESS WHEREOF, County and Contractor have executed this FOURTH addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 7/3/2024


DocuSigned by:

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

ATTEST:
 LAURA BYNUM
 Clerk, Board of Supervisors

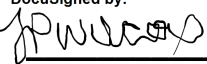
DocuSigned by:
 By: 
 Deputy

Date: 6/20/2024

CONTRACTOR: The Sail House, Inc.

DocuSigned by:

 Chris Carey, Owner

Date: 6/20/2024

DocuSigned by:

 Julie Wilcox, Vice-President

License No.: 525002362

(Licensed in accordance with an act providing for the registration of contractors)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2122	401030	740200	
2129	401031	740000	163A

Encumbrance number: E2400166

If not to exceed, include amount not to exceed: Rate Agreement

FY 20/21	\$0.01 (Rate)
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. Board and Care: Contractor, in a competent and professional manner, promises to provide County clientele board and care, including but not limited to, meeting personal needs, housekeeping, and laundry services. Contractor agrees to comply with any and all directives of the Siskiyou County Health and Human Services Agency Director and her/his designee, hereinafter referred to as "HHSA Director", regarding placement.
- B. Shared Housing: Contractor, in a professional manner will provide shared housing for County consumers transitioning from a higher level of care back into the community or those at risk of requiring a higher level of care. Contractor will provide for basic housing needs to prevent homelessness or admission into a higher level of care, including psychiatric inpatient hospitalization. Additional homemaker services may be provided and will include supervision, cooking skills instruction, cleaning, shopping, and medication compliance. Contractor agrees to comply with any and all directives of the HHSA Director and her/his designee, regarding placement.
- C. Contractor agrees to cooperate with the HHSA Director or her/his designee in developing a facility program plan to meet the goals, objectives, and activities outlined in the client's service plan subsequent to referral and authorization by County. The service plan shall be developed with the client and the facility administrator by County designated case manager.
- D. Contractor agrees to provide initial assessment of all County clientele within the facility, including application of the California Level-of-Care Assessment Tool and to provide case management and treatment services as required by each client(s) service plan as agreed upon.
- E. 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 HHSA Director or his/her designee, 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.
 - 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

- A. Board and Care: County shall pay Contractor the following rate per client, per day, for clients placed at the Sail House or Gilmore Place locations.

<u>Sail House</u>	<u>Gilmore Place</u>	
\$44.00 per day	\$47.00 per day	FY24/25
\$48.00 per day	\$51.00 per day	FY25/26

- B. Shared Housing: County shall pay Contractor the following rate per client, per month, for rental assistance at the HHSA Director's discretion.

Shared Housing
\$775.00 per month

- C. Additional Housemaker Service: County shall pay Contractor the following rate per client, per day, for additional homemaking services.

Homemaker Service
\$11.00 per day

- D. Contractor will provide an invoice to County for the amount of payment due within thirty (30) days of the date the services are provided. Such invoice shall include a description of the services provided each month, including number of clients served and hours of service provided. A County representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. County shall pay invoices or claims of satisfactory work upon thirty (30) days of presentation.
- E. Contractor shall reserve the right to refuse to accept persons who are combative, destructive, noisy, or otherwise present a threat or disrupt the Contractor's normal business environment. Contractor shall consult with County before removing or refusing any County clientele shelter. County's contact person shall be the Health and Human Services Agency Director or his/her designee.
- F. Board and Care Base Rate: In consideration of the services to be rendered, on behalf of residents whose care is funded by Federal or State sources, or other third party payor, County will pay Contractor a supplemental rate of Forty-Four (\$44) or Forty-Seven (\$47) for Sail House and Gilmore Place respectively for each day that said residents reside at the facility, for the fiscal year of '24-'25. This rate is to increase again the following fiscal year of "25-'26 to Forty-Eight (\$48) and Fifty-One (\$51) for Sail House and Gilmore Place respectively.

In the event that County places an individual who has no Federal, State, or other third-party funding, County will pay Contractor at the current Board and Care rate in addition to the daily rate as established by the Social Security Administration, [SSI/SSP Rates \(caassistedliving.org\)](https://www.caassistedliving.org/), and [PIN 23-20-CCLD ESTIMATED SSI/SSP PAYMENT STANDARDS EFFECTIVE JANUARY 1, 2024 \(ca.gov\)](https://www.ca.gov/)

Payment to Contractor for days during a particular month when a Client is temporarily absent from the Facility is limited to a total of seven days per month and is allowable only if the County determines the absence is:

1. Consistent with the Client's Plan;
2. Necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;
3. Planned or anticipated; and
4. The absence, as well as the purpose of the absence, is documented.

- G. Contractor shall pro-rate the level of care rates under the following circumstances:
- 1) A resident is hospitalized due to psychiatric or physical health condition, or 2) There is a planned time away from the facility in excess of 48 hours.

Description: Level 1 residents generally require moderate assistance in accessing services, therapeutic programs, and other health care. Level 1 residents typically do not have the social skills needed to live with others and require moderate staff interaction with peer related issues and activities of daily living.

Description: Level 2 residents frequently require a higher level of care. These residents may have been released from inpatient care or need significant assistance accessing other community services and health care options. Level 2 residents have a mental health treatment plan that addresses significant behaviors which impact their daily functioning. Level 2 residents have behaviors that create barriers to successful peer interaction, following of Board and Care rules that require additional contractor staffing.

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.

IV. Contract Amendments

Contractor and County may mutually agree, in writing, to amend the rates and/or services in this contract during the term of this contract.