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COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Health and Human Services Agency
Behavioral Health Division
2060 Campus Drive
Yreka, California 96097
(530) 841-4100 Phone
(530) 841-4133 Fax

And

CONTRACTOR: Sutter Valley Hospitals
dba Sutter Center for Psychiatry,
a 501(c) (3) non-profit corporation
Attn: Dan Peterson, Executive Director
7700 Folsom Blvd.
Sacramento, California 95826
(707) 321-6552 Cell
(916) 386-3000 Phone
(916) 386-3050 Fax

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on 7/1/2023 and shall terminate on 6/30/2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms.

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All such services are to be coordinated with County and the results of the work shall be monitored by the Health and Human Services Agency Director or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibits "A" and "A.1". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.

4.02 Invoices: Contractor shall submit original detailed invoices for all services being rendered.

4.03 Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

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5.02 Contract Management: Contractor shall report to the Health and Human Services Agency Director or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Each party shall defend, indemnify, and hold harmless the other party and its officers, directors, representatives, employees, agents, successors and assigns against and from any and all claims, suits, losses, judgments, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the acts, errors, or omissions of the indemnifying party or its officers, directors, representatives, employees, agents, successors and assigns under this Agreement. This duty includes the duties to defend set forth in California Civil Code section 2778.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least ($1,000,000) One Million Dollars, combined single limit for bodily injury and property damage; the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder.

5.07 Certificate of Insurance and Endorsements: Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

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5.08 Not applicable

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of ($1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
c. County will not withhold state or federal income tax from payment to Contractor.
d. County will not make disability insurance contributions on behalf of Contractor.
e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall be the property of Contractor, and shall not be subject to any copyright claimed by the County, its subcontractors, or its agents or employees. County may request copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of Contractor, and Contractor hereby agrees to deliver a copy to the County upon request.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall

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be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County, provided, however, that Contractor may assign or transfer this Agreement or delegate any of its rights or obligations hereunder without County's consent in connection with a merger, corporate reorganization, transfer or change of protocol or ownership of Contractor.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the services agreed to hereunder.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed $1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

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5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

5.21 Health Insurance Portability and Accountability Act (HIPAA): Contractor shall comply with, and assist SCHHSA in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.

A. Use or Disclosure of Protected Health Information: Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as allowed by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

B. Documentation and Accounting of Uses and Disclosures: Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.

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C. Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.

D. Access to Records: Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by County or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.

E. Termination of Agreement: Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract, subject to County's obligation to pay Contractor for any and all services provided by Contractor prior to the date of termination. If Contractor is given an opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.

5.22 Nondiscrimination: Contractor agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit "B" and those terms and conditions are hereby incorporated into the Contract by reference.

5.23 Grievance Procedure: If Contractor is required by ordinance, regulation, policy, the California Department of Social Services, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County with a copy of Contractor's grievance procedure prior to providing services under this Contract.

5.24 Child Abuse and Neglect Reporting: Contractor shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. Contractor's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

5.25 Confidentiality: All information and records obtained in the course of providing services under this Agreement shall be maintained in accordance with applicable State and Federal law.

5.26 Patients' Rights: Contractor shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5325 and 5325.1; California Administrative Code, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein, the Contractor shall have prominently posted in the predominant languages of the community a list of the patient's rights.

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ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor, subject to County's obligation to pay Contractor for any and all services provided by Contractor prior to the date of termination.

7.03 Termination for Convenience of County: County or Contractor may terminate this Contract upon thirty (30) days written notice by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for work actually completed as of the termination date.

7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract

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shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation. Any failure of County or Contractor to insist upon strict compliance with any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

8.08 Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

8.09 Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each

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party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

8.10 Time is of the Essence: Time is of the essence in the performance of this Contract.

8.11 Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.

8.12 Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.

8.13 Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.

8.14 Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

8.15 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement 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: 2/12/2024

DocuSigned by:
[signature]
DD4A6E5AD62404...

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

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: DocuSigned by:
Wendy Winningham
3EB1C33AD1A5444...
Deputy

CONTRACTOR: Sutter Valley Hospitals dba Sutter Center for Psychiatry, a 501 (c) (3) non-profit corporation

Date: 1/19/2024

DocuSigned by:
Dan Peterson, CEO Sutter Center for Psychiatry
Daniel Peterson, Executive Director

Date: 1/19/2024

DocuSigned by:
Larry Marx
Larry Marx, Executive Director for Mental Health and Addiction Care

License No.: 030000347
(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	FY23/24	FY24/25	FY25/26
2122	401030	723015	$0.01	$0.01	$0.01
2122	401030	740300	$0.01	$0.01	$0.01

Encumbrance number

Rate Contract

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Exhibit "A"

I. Scope of Services

A. During the term of this agreement, Contractor shall:

1) Comply with all provisions of Title IX of the California Code of Regulations.

2) 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.

3) Contractor shall provide County with copies of each patient's admission and discharge plans within ten (10) days of patient's discharge and shall follow the current State Department of Mental Health TAR instructions for providers as outlined in the manual issued by the State Department of Mental Health.

4) 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.

5) 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. Covered/Non-Covered Services: The following services listed under "Included Services" are provided within the submitted per diem rates, while services listed under "Excluded Services" are not. "Excluded Services" which may be provided, but are not limited to, the services listed below. "Excluded Services" may be billed on a fee-for-service basis upon utilization review and benefit coverage. Non-covered services will be billed in accordance with contract provisions.

INCLUDED SERVICES	EXCLUDED SERVICES
AA & Cocaine Anonymous Meetings	Ambulance services
Adjunctive Therapies	Arteriogram
After Care Programs	Brain Mapping
Dietary services & consultations	CAT Scans
Involuntary Patient Care	Electroconvulsive Therapy
Psychiatric Acute & Intensive Care	Electrocardiography
Psychiatric Nursing Services	Electroencephalography
Recreation Services	Family Therapy (Provided by Independent Practitioner)
Social Services	

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Family Therapy (Provided by Employed Staff Person
Individual Therapy (Provided by Employed Hospital Staff Person)
Clinical Laboratory Services
Drug Screening
Psychological Testing

Group Therapy (Provided by Independent Practitioner)
Individual Therapy (Provided by Independent Practitioner)
Inhalation Therapy
MRI
Pharmacy Services
Occupational & Vocational Therapy
Physical Therapy
Physician/Psychiatric Services
Psychological Testing
Seclusion Room with Special Observation
Speech & Language Therapy
Transportation to and from County
Any other service not specifically identified above as "Included"

D. 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 such events 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. Rate Structure: Contingent Liability of County. Subject to the payment limit of this Contract, Payment Provisions and the following compensation provisions, County will pay Contractor the following fees as full compensation for all services, directly related to the psychiatric diagnosis for which Clients are hospitalized.

:

Children Ages 0-21 Medi-Cal Rates

Hospital Inpatient Day (Mode 05, Service Functions 10-18)	$1,155.98
Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79)(When services are provided)	$ 105.00

Children Ages 0-21 Short Doyle Rates

Hospital Inpatient Day (without Psychiatric Support Services)	$1,155.98
Hospital Inpatient Day (with Psychiatric Support Services)	$1,260.98

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Adults Ages 22-64 Medi-Cal Rates

Hospital Inpatient Day (without Psychiatric Support Services)	$1,155.98
Hospital Inpatient Day (with Psychiatric Support Services)	$ 105.00
Administrative Day (Does not Include Professional Component)	$ 726.86

The per diem rates, as described above, are to be the only payments made by Siskiyou County Behavioral Health for inpatient services provided to Medi-Cal beneficiaries except where otherwise provided hereunder.

2) 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 ninety (90) days of service. A County representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. County shall endeavor to pay invoices or claims of satisfactory work within thirty (30) days of presentation.

III. Compliance:

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 12-89398 located at: https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/behavioral_health/page/1381/dhcs_contract_2022_-_2027.pdf

IV. Contract Amendments

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

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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

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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

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Exhibit “B”

ASSURANCE OF COMPLIANCE WITH THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY – BEHAVIORAL HEALTH DIVISION NONDISCRIMINATION IN STATE AND FEDERALLY – ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with the nondiscrimination provisions of this contract as further described below and referenced in the California Department of Health Care Services Specialty Mental Health Services Agreement Exhibit E, Section 3 -

1) Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Contractor agrees this assurance is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it received federal or state assistance.

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CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
23-030171

ISSUE DATE
11/01/2023

INSURER
SUTTER INSURANCE SERVICES CORPORATION
PACIFIC GUARDIAN CENTER, MAUKA TOWER
737 BISHOP STREET #2100
HONOLULU, HI 96813

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANY AFFORDING COVERAGE

COMPANY
SUTTER INSURANCE SERVICES CORPORATION

INSURED
Sutter Valley Hospitals
dba: Sutter Center for Psychiatry
7700 Folsom Blvd.
Sacramento, CA 95826

COVERAGE
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ RETRO DATE:				EACH CLAIM	
				AGGREGATE	
PROFESSIONAL LIABILITY ☒ HOSPITAL PROFESSIONAL LIABILITY ☒ RETRO DATE: 10/1/86 (SCP)	SIS-2023-1	1/1/2023	1/1/2024	EACH CLAIM	$1,000,000
				AGGREGATE	$3,000,000
EXCESS LIABILITY ☐ EXCESS LIABILITY ☐ RETRO DATE:				EACH CLAIM	$
				AGGREGATE	$
OTHER					

REASON FOR INTEREST

Evidence of coverage as respects agreement between Sutter Valley Hospitals dba: Sutter Center for Psychiatry and Siskiyou County Human Services Agency, Behavioral Health Division.

CERTIFICATE HOLDER

Siskiyou County Human Services Agency, Behavioral Health Division
2060 Campus Dr
Yreka, CA 96097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Gena C. Peyton

Gena Peyton, President/CEO

FOR FURTHER INFORMATION REFERENCING THIS CERTIFICATE, CONTACT: SISCO ADMINISTRATION: ISTCR@SUTTERHEALTH.ORG

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CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
24-031824

ISSUE DATE
12/14/2023

INSURER
SUTTER INSURANCE SERVICES CORPORATION
PACIFIC GUARDIAN CENTER, MAUKA TOWER
737 BISHOP STREET #2100
HONOLULU, HI 96813

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANY AFFORDING COVERAGE

COMPANY
SUTTER INSURANCE SERVICES CORPORATION

INSURED
Sutter Valley Hospitals
dba: Sutter Center for Psychiatry
7700 Folsom Blvd.
Sacramento, CA 95826

COVERAGE
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TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ RETRO DATE:				EACH CLAIM	
				AGGREGATE	
PROFESSIONAL LIABILITY ☒ HOSPITAL PROFESSIONAL LIABILITY ☒ RETRO DATE: 10/1/86 (SCP)	SIS-2024-1	1/1/2024	1/1/2025	EACH CLAIM	$1,000,000
				AGGREGATE	$3,000,000
EXCESS LIABILITY ☐ EXCESS LIABILITY ☐ RETRO DATE:				EACH CLAIM	$
				AGGREGATE	$
OTHER					

REASON FOR INTEREST

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CERTIFICATE HOLDER

Siskiyou County Human Services Agency, Behavioral Health Division
2060 Campus Dr
Yreka, CA 96097

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Gena C. Peyton

Gena Peyton, President/CEO

FOR FURTHER INFORMATION REFERENCING THIS CERTIFICATE, CONTACT: SISCO ADMINISTRATION: ISTCR@SUTTERHEALTH.ORG