

AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Tenth Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 05-103**, by and between the **County of Santa Barbara** (County) and **Aurora Vista del Mar Hospital** (Contractor), for the continued provision of Psychiatric Inpatient Hospital Services.

Whereas, this Tenth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in September 2004, the First Amendment approved by the County Board of Supervisors in January 2005, the Second Amendment approved by the ADMHS Director in June 2005, the Third Amendment approved by the County Board of Supervisors in December 2005, the Fourth Amendment approved by the County Board of Supervisors in October 2006, the Fifth Amendment approved by the County Board of Supervisors in August 2006, the Sixth Amendment approved by the County Board of Supervisors in April 2007, the Seventh Amendment approved by the County Board of Supervisors in July 2007, the Eighth Amendment approved by the County Board of Supervisors in June 2008, the Ninth Amendment approved by the County Board of Supervisors in May 2009, except as modified by this Tenth Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Exhibit A, Statement of Work, and replace with the following:

EXHIBIT A Statement of Work

1. **PROGRAM SUMMARY.** Contractor shall provide Psychiatric Inpatient Hospital Services to Santa Barbara County residents with serious mental illness (SMI) and serious emotional disturbances (SED). These services shall include routine hospital services and all hospital-based ancillary services. The Program shall be licensed as a freestanding psychiatric hospital. The Program is located at 801 Seneca Street, Ventura, CA 93001.
2. **SERVICES.** Contractor shall provide the following services:
 - A. "Psychiatric Inpatient Hospital Services" which includes both acute psychiatric inpatient hospital services and administrative day services provided in a general acute psychiatric inpatient hospital, or a free-standing psychiatric hospital which are certified by Department of Health Services to be Medi-Cal providers or a psychiatric health facility that is licensed by the Department and certified by the Department of Health Services as a Medi-Cal provider of hospital services.
 - B. "Routine Services" which includes bed, board and all medical, nursing and other support services usually provided to an individual by a psychiatric inpatient hospital. Routine services do not include hospital-based ancillary services or psychiatrist or psychologist services.

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- C. "Hospital-Based Ancillary Services" are services that are received by an individual admitted to a Psychiatric Inpatient Hospital, other than routine services.
- D. Transportation of individuals to and from Contractor's facility will be provided by or arranged by County.
- E. Excluded Services.
 - 1. County is not responsible for the payment of Psychiatric Inpatient Hospital Services when services are not billed to an allowable psychiatric accommodation code, pursuant to Exhibit B-1.
 - 2. County shall not reimburse Contractor for payment of physician consultations for either psychiatric or medical inpatient professional services.
- 3. **CLIENTS.** The services described in Section 2 shall be provided to individuals with SMI or SED who meet medical necessity criteria for Psychiatric Inpatient Hospital Services, as described in California Code of Regulations (CCR) Title 9, Section 1820.205, and are:
 - A. Medi-Cal beneficiaries, as described in CCR Title 22, Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7. Psychiatric Inpatient Hospital Services provided by Contractor to Medi-Cal beneficiaries are covered by Medi-Cal, as specified in CCR Title 9, §1840.210 and §1840.312, under the following conditions:
 - 1. The beneficiary is 65 years of age or older, or
 - 2. The beneficiary is under 21 years of age, or
 - 3. The beneficiary was receiving such services prior to his/her twenty-first birthday and the services are rendered without interruption until no longer required or his/her twenty-second birthday, whichever is earlier.
 - 4. Reimbursement for covered services to these Medi-Cal beneficiaries shall be provided to Contractor directly by the State's fiscal intermediary, as described in Exhibit B;
- AND
- B. Uninsured individuals who are referred and authorized by Santa Barbara County to receive Program services. Reimbursement for these services will be the responsibility of the County, as described in Exhibit B.
- 4. **REFERRALS.** Contractor shall provide the services described in Section 2 to all individuals who are referred by the County (hereafter "clients") unless compelling clinical circumstances exist that contraindicate admission, subject to the admission and authorization criteria described in Section 5.

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5. ADMISSION PROCESS.

A. Admission of clients to Contractor facility shall be subject to approval of designated Santa Barbara County ADMHS staff.

B. Point of Authorization. The designated Point of Authorization (POA) for County is:

Quality Assurance/Utilization Review (QA/UR)
Santa Barbara County
Alcohol, Drug, and Mental Health Services
315 Camino del Remedio #257
Santa Barbara, CA 93110

Telephone: 805-681-5113
Facsimile: 805-681-5117

C. Within 10 days of the date of any admission of a County client, Contractor shall notify County that the admission has occurred.

D. Submission of Treatment Authorization Request. For Medi-Cal covered Psychiatric Inpatient Hospital Services provided to Medi-Cal beneficiaries as described in Section 3.A, Contractor shall submit the following documentation to QA/UR prior to submitting claims for payment, pursuant to CCR, Title 9 §1820.220, as described in Exhibit B:

1. Treatment Authorization Request ("TAR"), and
2. Copy of documentation for involuntary admission pursuant to Welfare and Institutions Code (WIC) §5150, as applicable, and
3. Client's medical records for payment authorization review for Medi-Cal covered Psychiatric Inpatient Hospital stays in each of the following circumstances:
 - a. The pre-authorized admission of a Medi-Cal covered client;
 - b. For hospital stays that exceed ninety-nine (99) calendar days of continuous service;
 - c. Upon client discharge from the hospital;
 - d. When the services provided qualify for Medical Assistance Pending Fair Hearing (Aid Paid Pending);
 - e. When the attending psychiatrist orders administrative day services for a client on the order sheet of the medical record.

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5. TAR Submission Timeliness. Contractor shall submit each TAR to QA/UR for payment authorization for covered Psychiatric Inpatient Hospital Services no later than:
 - a. Prior to a planned admission, as defined in CCR Title 9 § 1771;
 - b. Within fourteen (14) calendar days after:
 - (i) A hospital stay that exceeds ninety-nine (99) calendar days of continuous service;
 - (ii) Client discharge from the hospital;
 - (iii) The date that a client qualified for Medical Assistance Pending Fair Hearing (Aid Paid Pending); or
 - (iv) The date Contractor is notified that the patient has been granted retro-active Medi-Cal status.
 6. Contractor shall submit claims for covered services rendered to Medi-Cal clients, as described in Exhibit B, only after receiving approval from QA/UR.
- E. Authorization for Emergency Admissions. An Emergency Admission is an admission to Contractor's facility due to an individual's emergency psychiatric condition.
1. For Medi-Cal covered Psychiatric Inpatient Hospital Services:
 - a. Prior to admission, Contractor shall ensure that the client meets the criteria for medical necessity in CCR Title 9 §1820.205 and due to a mental disorder, is:
 - (i) A danger to self or others, or
 - (ii) Immediately unable to provide for, or utilize food, shelter or clothing,
 - b. Contractor shall notify County within 10 days from the client's presentation for emergency services. TARs may be denied for failure of timely notification if the notification is provided more than 10 calendar days from the presentation for emergency services.
 - c. Contractor shall provide County with written documentation certifying that the client met the criteria specified in this Section 5.E at the time of admission and on the day of admission (CCR Title 9 §1820.225).

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2. For non-Medi-Cal covered Psychiatric Inpatient Hospital Services:

- a. Contractor shall obtain prior authorization for an emergency admission from the designated County staff, described in Section 4.B.
- b. Prior to admission, Contractor shall ensure that the client meets the criteria for medical necessity in CCR Title 9 §1820.205 and due to a mental disorder, is:
 - (i) A danger to self or others, or
 - (ii) Immediately unable to provide for, or utilize food, shelter or clothing,
- c. Contractor shall notify County within 10 days from the client's presentation for emergency services. Authorization for payment may be denied for failure of timely notification if the notification is provided more than 10 calendar days from the presentation for emergency services.
- d. Contractor shall provide County with written documentation certifying that the client met the criteria specified in this Section 5.E at the time of admission and on the day of admission (CCR Title 9 §1820.225).

F. Authorization for Continued Stay Services. Continued Stay Services are Psychiatric Inpatient Hospital Services which occur after admission. Contractor shall provide County with written documentation of the following circumstances in order to obtain authorization for client's continued stay:

1. Continued presence of impairments that meet the medical necessity criteria described in CCR Title 9 §1820.205(a);
2. Serious adverse reaction to medication, procedures, or therapies requiring continued hospitalization;
3. Presence of new impairments that meet the medical necessity criteria described in CCR Title 9 §1820.205(a);
4. Need for continued medical evaluation or treatment that can only be provided if the client remains in an Psychiatric Inpatient Hospital unit.

G. Authorization for Administrative Day Services. Administrative Day Services are those authorized by QA/UR for an individual residing in a Psychiatric Inpatient Hospital when, due to a lack of residential placement options at appropriate, non-acute treatment facilities as identified by County, the individual's stay at the Psychiatric Inpatient Hospital must be continued beyond the individual's need for Psychiatric Inpatient Hospital Services. To ensure proper payment authorization for Administrative Day

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Services, Contractor shall provide County with 24-hours advance notice and written documentation of the following:

1. During the hospital stay, the client has met medical necessity criteria for reimbursement of Psychiatric Inpatient Hospital Services;
2. An order by the attending psychiatrist placing the patient on administrative status on the order sheet of the medical record;
3. There is no appropriate non-acute facility in a reasonable geographic area and Contractor documents contacts with a minimum of five (5) appropriate facilities per week. QA/UR may waive the requirements if there are less than five (5) appropriate, non-acute treatment facilities available as placement options for the client. In no case shall there be less than one (1) contact per week. The documentation must include the status of the placement option, the date of contact, and the signature of the person making the contact, and an order by the attending physician.

H. Authorization for Planned Admissions. A Planned Admission is an admission to Contractor's facility for the purpose of providing medically necessary treatment that cannot be provided in another setting or a lower level of care and is not an emergency admission. To ensure proper payment authorization for Planned Admissions, Contractor, shall provide County with 24-hours advance notice, timely notification, and written documentation of the following:

1. The client requires medically necessary treatment that cannot be provided in another setting at a lower level of care but which does not constitute an emergency admission;
2. Pre-authorization by County through submission of a TAR or County authorization form demonstrating medical necessity that is approved by County's Utilization Review Staff for the first 24 hours of admission;
3. Authorization for payment for the remaining hospital stay shall be determined retroactively by QA/UR.

6. **DISCHARGE PLANNING.** Contractor's treatment and discharge planning shall be coordinated with and include the input of client, Contractor's hospital staff, County and significant other(s), including family members and other treating professional staff. Upon discharge, Contractor agrees to provide all County clients with 1) a seven (7) day supply and a prescription for a 30 day supply of all medications prescribed to client at time of discharge; 2) information on the process of obtaining future medications from the appropriate health care facility or provider; and 3) instruction on medication management.

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7. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided, in duplicate, to ADMHS QA/UR.
- B. Contractor shall ensure that all staff providing services under this contract retain active licensure. In the event license status cannot be confirmed, the staff member shall be prohibited from providing services under this contract.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

D. REGULATORY COMPLIANCE.

- 1. Contractor shall comply with all applicable Federal Medicaid laws, regulations, and guidelines, and all applicable State statutes and regulations as related to the provision of Psychiatric Inpatient Hospital Services. Contractor shall adhere to 42 U.S.C. §1395b-2. Contractor shall sign and maintain a Medi-Cal provider agreement with the State Department of Health Services. Contractor shall maintain Medi-Cal and Medicare certification, State licensure, and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) accreditation. Contractor shall post in a conspicuous place a copy of "Notice to All Medi-Cal Beneficiaries in Need of Psychiatric Inpatient Services" as required by the State of California Department of Mental Health. Contractor shall achieve and maintain all requirements pertaining to WIC § 5150, 5250, and 5350. Contractor agrees to adhere to ethical principles established by JCAHO.
- 2. Contractor is expected to adhere to 45 CFR Parts 160 – 164 [privacy and security rules related to Health Insurance Portability and Accountability Act (HIPAA)].

8. NOTIFICATION REQUIREMENTS

- A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed staff; restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's

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license or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

- B. Contractor shall immediately notify the County Liaison in the event a Client with a case file (episode) open to the County presents any of the following Client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
 - C. Contractor shall notify the County ADMHS Director or designee, regardless of whether the Client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.
9. **UTILIZATION REVIEW.** Contractor agrees to abide by County Quality Management standards and cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, Client survey, and other utilization review program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.
10. **PERIODIC REVIEW.** County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site reviews of Contractor's patient charting.
11. **DOCUMENTATION REQUIREMENTS.** Contractor shall complete a treatment plan, signed by a physician, for each client receiving Program services. The treatment plan shall include:
- A. Client's strengths and personal recovery goals or recovery vision, which guides the service delivery process;
 - B. Goals/Objectives which clearly address the mental health condition for which the client is being treated;
 - C. Goals/Objectives which are observable and/or measureable and which are designed to increase specific skills or behaviors and/or ameliorate the impairments caused by the condition;
 - D. Interventions planned to help the client reach their goals.
12. **POLICIES AND PROCEDURES.** The Program shall maintain written policies and procedures to set expectations for Program staff and establish consistency of effort and

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shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements.

13. STAFF.

A. TRAINING.

1. Staff shall be trained and skilled at working with persons with SMI, shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment.
2. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients.
3. Contractor staff performing services under this Contract shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Contract.

B. Staff hired to work directly with clients shall have competence and experience in working with clients at high risk for acute inpatient or long-term residential care.

C. Contractor shall conduct a check of all clinical and support staff against CMS Exclusions List and staff found to be on this list shall not provide services under this contract nor shall the cost of such staff be claimed to Medi-Cal. County shall review Contractor's staff and only staff approved by County shall provide services under this contract.

D. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

E. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

14. REPORTS.

A. **SERVICE LEVEL REPORTS.** Contractor shall track required data elements, which include: units of service, the number of clients admitted to the Program, unique clients served, total number of clients discharged and number of clients discharged to a lower/higher level of care, and provide summary reports from other Contractor data sources, upon request from County.

B. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Mental Health on

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forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

15. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care¹, ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the California Code of Regulations Title 9 and all relevant provisions of applicable law that are now in force or which may hereafter be in force.

16. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying Client's Medi-Cal eligibility status and ensuring claims for reimbursement of services are submitted to the appropriate entity as described in Exhibit B.

17. STANDARDS

A. Contractor agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Exhibit D, Organizational Service Provider Site Certification.

B. Contractor shall make its service protocols and outcome measures data available to County and to Medi-Cal site certification reviewers.

C. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

18. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable), Section 13 of this Agreement and Exhibit BAA, HIPAA Business Associate Agreement. Patient records must comply with all appropriate State and Federal requirements.

19. CULTURAL COMPETENCE.

A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:

1. The number of Bilingual and Bicultural staff, and the number of culturally diverse clients receiving Program services;
2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/Outreach, etc.;

B. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served.

¹ [ADMHS Model of Care](#)
Aurora FY 09-10 Am 10

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II. Delete Exhibit B, Payment Arrangements, and replace with the following:

EXHIBIT B Financial Provisions

This Agreement provides for reimbursement for Psychiatric Inpatient Hospital Services up to a Maximum Contract Amount. For all services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code §§5704-5724, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated for provision of the Units of Service (UOS) established in Exhibit B-1 based on satisfactory provision of the Psychiatric Inpatient Hospital Services described in Exhibit A.
- B. Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A may be covered by the Medi-Cal Program and will be reimbursed directly by the California State fiscal intermediary, Electronic Data Systems (hereafter "EDS") subject to the limitations described in Exhibit A and this Exhibit B. Funds for these services are not included within the Maximum Contract Amount.
- C. Non-Medi-Cal Services. County recognizes that the services provided by Contractor's Program described in Exhibit A may not be covered by Medi-Cal or may be provided to individuals who are not Medi-Cal eligible and such services will be reimbursed by County funds only to the extent specified in Exhibit B-1. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87 and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$900000**. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

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III. PER DIEM RATE

County agrees to reimburse Contractor at a Per Diem Rate during the term of this Agreement. "Per Diem Rate" means a daily rate paid for reimbursable Psychiatric Inpatient Hospital Services for a client for the day of admission and each day that services are provided excluding the day of discharge. The Per Diem Rate shall be inclusive of all services defined in this Agreement as Psychiatric Inpatient Hospital Services, except for transportation services required in providing Psychiatric Inpatient Hospital Services.

Contractor shall be reimbursed for a day of service, at the Per Diem rate, when the client meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, as described in Exhibit A, and occupies a psychiatric inpatient hospital bed at 12:00 midnight. A day of service may also be reimbursed by County if the client is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge, as approved by County.

IV. OTHER REVENUES

- A. Third Party Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC §§ 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for EPSDT/Medi-Cal, Healthy Families, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder.
- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall pursue payment from all potential sources in sequential order, with County as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of mental health service units specified in this Agreement.

V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

- A. Submission of Claims. Contractor shall submit a UB92 form (hereafter claim) within 14 calendar days of the date of discharge that: i) summarizes the UOS provided during the admission, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Claims shall be delivered to the County designated representative:

Quality Assurance/Utilization Review (QA/UR)
Santa Barbara County

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Alcohol, Drug, and Mental Health Services
315 Camino del Remedio #257
Santa Barbara, CA 93110

Contractor shall submit the client's medical chart along with the claim. Under extenuating circumstances in which the client's medical chart is not available by the 14th day after discharge, Contractor shall provide County with notice and subsequently provide the client's medical chart as soon as possible, but no later than 30 days from the date of discharge. County expects that such circumstances will be infrequent and that the client's medical chart and claim will be submitted simultaneously.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted by Contractor.

Contractor shall submit a claim for services to County only after exhausting all other reimbursement mechanisms, as described in Section IV.

Contractor shall ensure that claims are submitted in chronological order according to admission date, in cases where a client has multiple admissions within a 14-day period.

QA/UR shall review all service utilization and claims for payment submitted by Contractor for compliance with the terms of this agreement and State, Federal and local requirements. County staff responsible for making payment determinations shall be licensed mental health or waived/registered professionals. Approvals and denials of payment will be reviewed by the QA/UR psychiatrist and will be documented by QA/UR in writing. County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and client's medical chart by County subject to the contractual limitations set forth below.

B. Withholding Of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County standards.

C. Claims Submission Restrictions.

1. Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims and client's medical chart for eligible individual persons under this Agreement must be received by County within 14 days from the date of discharge to avoid denial for late billing.
2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a

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waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

3. Payment in Full.

- a. For Medi-cal covered Psychiatric Inpatient Hospital Services, Contractor agrees to accept as payment in full payments made by EDS, irrespective of whether the cost of services provided to the client and related administrative expenses exceeded the payment obligation of Medi-Cal.
- b. For Psychiatric Inpatient Hospital Services not covered by Medi-Cal, Contractor agrees to accept as payment in full payments made by County, pursuant to this Exhibit B and Exhibit B-1, irrespective of whether the cost of services provided to the client and related administrative expenses exceeded the payment obligation of County.
- c. Contractor shall not submit a claim to demand, or otherwise collect reimbursement from the client or persons acting on behalf of the client for services provided except to collect other third party revenue as described in Section IV.

D. Claims Certification and Program Integrity. Contractor shall certify that all UOS submitted to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

E. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

VI. FINANCIAL REPORTS.

- A. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- B. Single Audit Report: If Contractor is required to perform a single audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VII. AUDITS, AUDIT APPEALS AND POST-AUDIT EPSDT/MEDI-CAL FINAL SETTLEMENT

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the WIC § 14170 et. seq., authorized

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representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided hereunder.

- B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State EPSDT/Medi-Cal audit, the State and County will perform a post-audit EPSDT/Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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III. Delete Exhibit B-1, Schedule of Rates, and replace with the following:

**FY 2009-10
SCHEDULE OF RATES**

Accommodation Code/Service	Rate
Adolescent Mental Health Inpatient	Services will be paid at the county-negotiated rates in effect at the time that services were rendered under this Agreement
Adult Mental Health Inpatient 114 Room and Board, Private, Psychiatric 124 Room and Board, Semi-Private 2 Bed, Psychiatric 134 Room and Board, Semi-Private 3 or 4 Bed, Psychiatric 154 Room and Board - Ward (Medical or General), Psychiatric 204 Intensive Care, Psychiatric	\$650/day

Total Contract Maximum Value

\$900000

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL AGREEMENT AND
SUBSEQUENT AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES
SIGNATURE: _____

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Aurora Vista del Mar Hospital.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
Joseph Centeno
Chair, Board of Supervisors
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 33-0986642.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

AMENDMENT

CONTRACT SUMMARY PAGE

BC 05-103

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year 09-10
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health Services
 D5. Contact Person..... Danielle Spahn
 D6. Telephone (805) 681-5229

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Psychiatric services
 K3. Contract Amount \$900000
 K4. Contract Begin Date 7/1/2009
 K5. Original Contract End Date..... 6/30/2005
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
10	7/1/09	900000		900000	6/30/2010	Renew for 09-10

B1. Is this a Board Contract? (Yes/No)..... Yes
 B2. Number of Workers Displaced (if any)..... N/A
 B3. Number of Competitive Bids (if any)..... N/A
 B4. Lowest Bid Amount (if bid)..... N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number

B6. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)..... Yes

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$900000
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (if applicable)..... N/A
 F6. Account Number..... 7460
 F7. Cost Center number (if applicable)..... 3550
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A = 119525
 V2. Payee/Contractor Name Aurora Vista del Mar Hospital
 V3. Mailing Address..... 801 Seneca Street.
 V4. City, State (two-letter) Zip (include +4 if known) Ventura, CA 93001
 V5. Telephone Number..... 8056536434
 V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 33-0986642
 V7. Contact Person..... Mayla Krebsbach CEO
 V8. Workers Comp Insurance Expiration Date 9/1/2009
 V9. Liability Insurance Expiration Date[s] G-9/8/2009 P-9/8/2009
 V10. Professional License Number..... N/A
 V11. Verified by (name of county staff) Danielle Spahn
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____