

**AMENDMENT #1 TO THE CONTRACT WITH
AURORA BEHAVIORAL HEALTHCARE - SANTA ROSA, LLC (Res 25-001)**

THIS AMENDMENT is executed June 24, 2025 by and between AURORA BEHAVIORAL HEALTHCARE - SANTA ROSA, LLC, hereinafter referred to as "Contractor", and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on January 14, 2025, per Resolution 25-0028; and

WHEREAS, the Contractor Psychiatric Inpatient Hospitalization Services under Welfare and Institutions Code Section 5150 for referred County clients; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$200,000 to \$600,000 (an increase of \$400,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment #1 is effective as of January 1, 2025.
2. The Maximum Contract Price is amended to the following:
\$600,000.
3. The Schedule of Charges and Payments, Exhibit B, is amended to the revised Exhibit B attached hereto and incorporated herein.
4. In all other respects, the prior agreement of the parties remains in full force and effect, except as amended herein.

COUNTY OF NEVADA:

By: _____

Chair of the Board of Supervisors
Nevada County

CONTRACTOR:

By: _____

Aurora Behavioral Healthcare
Santa Rosa, LLC

ATTEST:

By: _____

Clerk of the Board, Nevada County

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
AURORA BEHAVIORAL HEALTHCARE – SANTA ROSA, LLC.

Notwithstanding any other provision of the contract, in no event will the cost to the County for services provided herein exceed \$300,000 for fiscal 2024/25 and \$300,000 for fiscal year 2025/26, with a total maximum amount not to exceed \$600,000 for the contract term of July 1, 2024, through June 30, 2026.

The Medi-Cal reimbursable Psychiatric Inpatient Hospital Services for the FFS/MC hospitals include routine services as defined in Title 9, Chapter 11 of the California Code of Regulations, as well as all hospital-based ancillaries. Professional services (e.g. physician and psychologist costs) are included in the Per Diem Day Rates listed below for services billed directly to the County. These per diem rates, and professional fee rates are considered to be payment in full, subject to third party liability and patient share of cost.

The maximum rates are as follows:

<u>Medi-Cal Rates</u>	<u>Day Rate</u>
Inpatient Adult	\$1,565.00
Inpatient Juvenile	\$1,740.00
Inpatient Geriatric	\$1,600.00
Administrative Day Services	\$ 950.00
Professional Fees – Psychiatry first day	\$136/day
Professional Fees – Psychiatry subsequent days	\$110/day

<u>Short Doyle Rates</u>	<u>Day Rate</u>
Inpatient Adult	\$1,675.00
Inpatient Juvenile	\$1,850.00
Inpatient Geriatric	\$1,710.00
Administrative Day Services	\$ 950.00
Professional Fees – Psychiatry first day	\$136/day
Professional Fees – Psychiatry subsequent days	\$110/day

Attending physician fees shall be billed directly to the County for any services that are submitted to the State through the Treatment Authorization Request (TAR) process. In the event Host County (Sonoma County) sets a maximum allowable rate for inpatient care at a new rate, COUNTY agrees to pay the new rate to CONTRACTOR. CONTRACTOR will notify COUNTY in the event the Host County (Sonoma County) sets a new allowable rate for inpatient care.

For clients under Involuntary Detention (5150) who have Medicare coverage and do not have a secondary insurance carrier and/or Medi-Cal, and who have not met their Medicare annual deductible, COUNTY shall pay the annual deductible. If the client has a secondary insurance carrier and/or Medi-Cal, CONTRACTOR shall bill the secondary insurance carrier or Medi-Cal for the annual deductible. CONTRACTOR shall bill Medicare for balance due.

Contractual allowance is the net revenue for CONTRACTOR and CONTRACTOR shall write off the difference between COUNTY'S obligation and client's self-pay amount.

The rate per day covers services provided for 72-hour treatment and evaluation detentions; 14-day intensive treatment certifications; 30-day intensive treatment certifications; and 180-day post-certification intensive treatment proceedings.

CONTRACTOR shall contact COUNTY'S Access Team for payment approval. If it is determined that a client referred under 5150 has other payment resources available, CONTRACTOR shall notify COUNTY during the first 72 hours of care of such resources. Additional days must be pre-approved for payment by COUNTY'S Access Team.

Monthly invoices for charges for services shall contain client case number, admission and discharge date and total number of days billed.

Applicable Fees:

Clients may be charged a fee by CONTRACTOR for services and such fee shall be determined by CONTRACTOR based upon the client's ability to pay for services. CONTRACTOR shall complete the appropriate demographic and financial forms as provided by COUNTY. CONTRACTOR shall not bill the client for more than the "Uniform Method of Determining Ability to Pay" (UMDAP) fee developed by the State Department of Mental Health, except when 5150 referral is a Medicare recipient; in these cases CONTRACTOR shall adhere to Medicare regulations. Failure of CONTRACTOR to comply will be in violation of the State Department of Mental Health's regulations and may be subject to audit exceptions as well as other remedies provided in this contract. No client shall be denied services because of his/her inability to pay.

CONTRACTOR shall be entitled to bill and collect from a client for un-reimbursed costs not to exceed the client's liability as determined by UMDAP.

It is understood that in accordance with UMDAP, the liability shall apply to services extended to the client for a one-year period. There can be only one annual liability period regardless of the number of providers within the county or state in which client is treated. CONTRACTOR must respect the liability established by a previous provider for the remainder of the liability service period.

COUNTY acknowledges that Emergency Services for COUNTY patients will be covered services hereunder. "Emergency Services" will include all services provided to screen or treat a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- (1) serious jeopardy to the health of a patient, including a woman or her unborn child;
- (2) serious impairment to bodily functions;
- (3) serious dysfunction of any bodily organ or part;
- (4) with respect to a pregnant patient, there is either (i) inadequate time to affect safe transfer to another hospital before delivery, or (ii) transfer may pose a threat to the health or safety of the patient or her unborn child, or (iii) there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.

Such Emergency Services shall include all screening and stabilizing treatment. CONTRACTOR is required to provide under state and federal laws regarding emergency treatment, whether or not emergency conditions are ultimately found to exist, including services to screen and treat in an emergency, as defined above. COUNTY acknowledges that under no circumstances will CONTRACTOR be responsible for payment for Emergency Services for COUNTY patients provided by another provider.

COUNTY agrees that it will be responsible for payment for transportation costs for medically necessary transfers of COUNTY patients whether or not such transfers occur during a medical emergency.

