# SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND AURORA BEHAVIORAL HEALTHCARE-SANTA ROSA LLC.

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Aurora Behavioral Healthcare-Santa Rosa, LLC., a California Limited Liability Company ("Provider").

# RECITALS

WHEREAS, County and Provider have previously entered into an agreement on July 28, 2015, effective July 1, 2015, for the provision of healthcare services ("Agreement"); and

WHEREAS, County and Provider amended the Agreement on June 29, 2016 to replace EXHIBIT NO. 1 REIMBURSEMENT ADDENDUM, with EXHIBIT NO. 1.1 REIMBURSEMENT ADDENDUM; and

WHEREAS, County and Provider desire to amend this Agreement to replace EXHIBIT NO. 1.1 REIMBURSMENT ADDENDUM, with EXHIBIT NO. 1.2 REIMBURSEMENT ADDENDUM, attached and incorporated herein, for the purpose of increasing compensation. All references in the original Agreement to EXHIBIT NO. 1 shall be construed as references to EXHIBIT NO. 1.2 from the effective date of the Second Amendment.

NOW, THEREFORE, the Agreement is amended as follows:

I. EXHIBIT NO. 1.1 REIMBURSEMENT ADDENDUM, attached to the Agreement, is replaced with EXHIBIT No. 1.2 REIMBURSEMENT ADDENDUM, and is deemed incorporated in the Agreement as of the effective date of this Second Amendment. EXHIBIT 1.1 REIMBURSEMENT ADDENDUM to the Agreement is deemed superseded by EXHIBIT 1.2 REIMBURSEMENT ADDENDUM as of the effective date of this Second Amendment.

# II. REAFFIRMATION

In all other respects, the Agreement, as amended, remains in full force and effect.

# III. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Provider.

# IV. EFECTIVE DATE

Unless otherwise provided, this Second Amendment shall be deemed effective July 1, 2016.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

# **COUNTY OF SHASTA**

Date	
	DAVID A. KEHOE, CHAIRMAN Board of Supervisors
	County of Shasta
	State of California
ATTEST:	
Lawrence G. Lees	
Clerk of the Board	
By:	
Deputy	
Approved as to Form:	
RUBINE, ORUSE, JR.	
County Counsel	Risk Management Approved:
12/4/PT	(A) 12/7/17
Alan Bl Cox	James Johnson
Deputy County Counsel	Risk Management Analyst
	AURORA BEHAVIORAL
	HEALTHCARE – SANTA ROSA, LLC.
7	1/
Date / 30/18	1/30/18
	Susan Rose, CEO
Date 1-30-18	Hank
	Israel Ghebretinsae, CFO Heather Starr
	Heather Starr

# EXHIBIT NO. 1.2 REIMBURSEMENT ADDENDUM

# 1. Provider Inpatient Service Reimbursement.

County shall pay Provider 100 percent of the following all-inclusive rates per day for admissions:

Services	FY 2015-16	FY 2016-17	FY 2017-18
Medi-Cal, Inpatient Acute (Adult)	\$1,149.54	\$1,230.00	\$1,255.00
Medi-Cal Inpatient Acute (Older Adult)	\$1,173.00	\$1,255.00	\$1,280.00
Medi-Cal Inpatient Acute (Child/Adolescent)	\$1,275.00	\$1,364.00	\$1,391.00
Medi-Cal Inpatient Administrative	\$ 663.00	\$ 663.00	\$ 676.00
Medi-Cal Inpatient Professional Fees- Day 1	\$ 127.50	\$ 127.50	\$ 135.05
Medi-Cal Inpatient Professional Fees- Ongoing	\$ 92.80	\$ 92.80	\$ 94.65
Short Doyle Inpatient Acute (Adult)	\$1,149.54	\$1,230.00	\$1,255.00
Short Doyle Inpatient Acute (Older Adult)	\$1,173.00	\$1,255.00	\$1,280.00
Short Doyle Inpatient Acute (Child/Adolescent)	\$1,275.00	\$1,364.00	\$1,391.00
Short Doyle Inpatient Administrative	\$ 663.00	\$ 663.00	\$ 676.00
Short Doyle Inpatient Professional Fees- Day 1	\$ 127.50	\$ 127.50	\$ 130.05
Short Doyle Inpatient Professional Fees - Ongoing	\$ 92.80	\$ 92.80	\$ 94.65

- 2. The all-inclusive per diem rates, as described above, are to be the only payments made by County for Inpatient Psychiatric Services provided to Medi-Cal Beneficiaries under this Agreement except where otherwise provided hereunder.
- 3. The rate structure under Section 1 of this EXHIBIT shall not include transportation services required in providing Inpatient Psychiatric Services under this agreement. When transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for the Inpatient Psychiatric Services provided under this Agreement.

The compensation payable for County Fiscal Year (FY) 2015-16 shall not exceed \$100,000, and shall not exceed \$300,000 per year for County FYs 2016-17 and 2017-18. The maximum amount payable under this Agreement shall not exceed \$700,000. For purposes of the Agreement, the County FY begins each July 1 and ends each June 30.

# COVERED/NON-COVERED SERVICES

The services listed under "Covered Services" are included in per diem rates, while services listed under "Non-Covered Services" are excluded from per diem rates:

#### COVERED SERVICES

Clinical Laboratory Services
Dietary Services and Consultations

Drug Screening

**Educational Services** 

**Emergency Services** 

Family Therapy

Group Therapy

Involuntary Patient Care

Medical History and Physical Examination

Pharmacy Services

Psychiatric Nursing Services

Recreation Services

Seclusion Room w/Special Observation

Social Services

Urinalysis

Medical History

Physical Examination (Tech component)

# NON-COVERED SERVICES

Ambulance Services

Arteriogram

Biofeedback

Brain Mapping

**CAT Scans** 

Chest X-ray

Electrocardiography

Electroconvulsive Therapy (ECT)

Electroencephalography

Inhalation Therapy

**MRI** 

Physician Services

Psychological Testing

Speech and Language Services

Both the Short-Doyle/Medi-Cal Maximum Allowance rate and the Federal Financial Participation are adjusted during the year. The rates noted in this Agreement are subject to change, and Provider shall be paid at the adjusted interim rates up to the Agreement's maximum amount, without amendment to this Agreement.