



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-22010732
FOR
INPATIENT BEHAVIORAL HEALTH SERVICES**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-22010732 for Inpatient Behavioral Health Services is made and entered into on July 1, 2024 (“Effective Date”) between Aliso Ridge Behavioral Health, LLC (“Contractor”), with a place of business at 200 Freedom Lane, Aliso Viejo, CA 92656, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-22010732 for Inpatient Behavioral Health Services, effective February 12, 2022 through June 30, 2024, in an amount not to exceed \$2,422,500, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to increase the Contract’s Period Two Amount Not To Exceed by \$10,305,000 and Period Three Amount Not To Exceed by \$15,887,305, for a new revised cumulative amount not to exceed \$28,615,000, and to add Paragraph XXX. and to amend Exhibit A of the Contract, effective December 20, 2022; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to add Paragraph XXXI. and to amend Exhibit A of the Contract and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of two (2) years, effective July 1, 2024, through June 30, 2026, in an amount not to exceed \$33,390,000 for this renewal term, for a revised cumulative amount not to exceed \$62,005,000.
2. Referenced Contract Provisions, Term and Amount Not To Exceed and Contractor provisions, of the Contract are deleted in their entirety and replaced with the following:

“Term: February 12, 2022 through June 30, 2026

Period One means the period from February 12, 2022 through June 30, 2022

Period Two means the period from July 1, 2022 through June 30, 2023

Period Three means the period from July 1, 2023 through June 30, 2024

Period Four means the period from July 1, 2024 through June 30, 2025

Period Five means the period from July 1, 2025 through June 30, 2026

Amount Not To Exceed

Period One: Amount Not To Exceed	\$ 807,500
Period Two: Amount Not To Exceed	11,112,500
Period Three: Amount Not To Exceed	16,695,000
Period Four: Amount Not To Exceed	16,695,000

Period Five: Amount Not To Exceed	<u>16,695,000</u>
TOTAL Amount Not To Exceed:	\$62,005,000”

“**CONTRACTOR:** Aliso Ridge Behavioral Health, LLC
 200 Freedom Lane
 Aliso Viejo, CA, 92656
 Dorinda Mueller, CEO
dorinda.mueller@alisoridgebh.com”

3. Paragraph XXXI. Amount Not To Exceed is added to the Contract as follows:

“XXXI. AMOUNT NOT TO EXCEED

A. The Total Not To Exceed Amount of COUNTY for services provided in accordance with this Agreement, and the separate Amount Not To Exceeds for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.”

4. Exhibit A, Paragraph I. Common Terms and Definitions subparagraph AJ., of the Contract is deleted in its entirety and replaced with the following:

“AJ. Peer Recovery Specialist/Counselor means an individual in a paid position who has been through the same or similar Recovery process as those being assisted to attain their Recovery goals at the facility. A Peer Recovery Specialist practice is informed by personal experience.”

5. Exhibit A, Paragraphs III. through VI., of the Contract are deleted in their entirety and replaced with the following:

I. PATIENTS’ RIGHTS

A. CONTRACTOR shall comply with all Patients’ Rights requirements as outlined in the Welfare & Institutions Code, California Code of Regulations Title 9, and County of Orange LPS Criteria for Designated Facilities.

B. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Complaint and Grievance poster prominently in all Orange County threshold languages in locations readily available to Clients and staff and have COUNTY approved complaint forms and complaint envelopes readily accessible to Clients.

C. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have complaint resolution and grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily understood steps designed to resolve disputes as quickly and simply as possible.

2. CONTRACTOR's complaint resolution and grievance processes shall incorporate COUNTY's grievance, patients' rights, and utilization management guidelines and procedures.

D. Complaint Resolution and Grievance Process – CONTRACTOR shall implement complaint and grievance procedures that shall include the following components:

1. **Complaint Resolution.** This process will specifically address and attempt to resolve Client complaints and concerns at CONTRACTOR's facility. Examples of such complaints may include dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant. CONTRACTOR shall maintain and make available a log of these informal complaints to ADMINISTRATOR or County Patient's Rights Advocacy Services (PRAS). If a complaint is resolved at the facility level, Client's still have the right to file a formal grievance with COUNTY or County PRAS.

2. **Formal Grievance.** The Client, or client family member or designee, has the right to file a formal grievance via County Grievance Forms available on the unit. This includes new grievances or complaints, as well as those informal complaints not resolved at the CONTRACTOR's facility level. County Grievance forms are mailed to HCA Mental Health and Recovery Services (MHRS) Quality Management Services (QMS) and represents the first step in the formal grievance process. CONTRACTOR shall maintain and make available a log of these formal complaints to ADMINISTRATOR or County PRAS.

3. **Title IX Rights Advocacy.** This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County PRAS. The PRAS shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.

E. The Parties agree that Clients have recourse to initiate a complaint to CONTRACTOR, appeal to the County Patients' Rights Advocacy Services, file a formal grievance, and file a Title IX complaint. The Patients' Rights Advocate shall advise and assist the Client, investigate the cause of the complaint or grievance, and attempt to resolve the matter.

F. CONTRACTOR shall work collaboratively with County PRAS, including providing timely access to medical records and access to Clients and unit.

G. CONTRACTOR shall notify PRAS of all minor admissions within 24 hours of admission.

H. No provision of this Agreement shall be construed as replacing or conflicting with the duties of County PRAS pursuant to Welfare and Institutions Code Section 5500.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Patient's Rights Paragraph of this Exhibit A to the Agreement."

IV. PAYMENTS

A. CONTRACTOR shall be reimbursed for services provided at the following Bed Day Rates per client day for acute Psychiatric Inpatient Hospital Services, based on the following accommodation codes and age groups:

Accommodation Code	Description	Rate					Pay Source
		<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Period Four</u>	<u>Period Five</u>	
114-204	Acute Day Adolescent/ Child Psychiatric, Ages 12 through 17	\$1,025	\$1,025	\$1,025	\$1300	\$1300	DHCS
114 – 204	Acute Day Adult Psychiatric,	\$950	\$950	\$950	\$1200	\$1200	DHCS

	Ages 18 through 21 and 65 years and older						
114-204	Acute Day Adult Psychiatric, Ages 22 through 64 years (<i>IMD Exclusion Population</i>)	\$950	\$950	\$950	\$1200	\$1200	HCA
169	Administrative Day All Ages	<u>Current DHCS Rate</u>	<u>Current DHCS Rate</u>	<u>Current DHCS Rate</u>	<u>Current DHCS Rate</u>	<u>Current DHCS Rate</u>	HCA = IMD Exclusion Population DHCS = All other ages

1. The rate for Accommodation Code 169 is established and adjusted by DHCS.
2. The number of billable Units of Service shall include the day of admission and exclude the day of discharge. If admission and discharge occur on the same day, the day of admission shall be charged.
3. The Bed Day Rates stated above do not include ECT or MRI Services. The rates for ECT and MRI Services shall apply only for the day(s) in which the Client received an approved ECT or MRI (rates listed below). These ECT/MRI Rates reflect CONTRACTOR’s reimbursement only, and associated psychiatric professional services shall be billed to COUNTY’s ASO, and medical services billed to the Client’s Managed Care Plan. CONTRACTOR must obtain prior approval from ADMINISTRATOR to perform the ECT or MRI in order to be reimbursed. CONTRACTOR shall submit to ADMINISTRATOR ECT and MRI invoices that indicate for whom services were provided, the date of service, and shall be supported with such documentation as may be required by ADMINISTRATOR.

Description	Rate
Psychiatric, ECT	N/A
Psychiatric, MRI	N/A

4. For MediCal Beneficiaries, ages 12 – 21 years old, or 65 years and older:
 - a. DHCS may reimburse Administrative Days for dates in which documentation does not meet requirements for Acute Day reimbursement, contingent upon CONTRACTOR documentation of services that qualify for Administrative Day reimbursement.
 - b. Bed Day Rates do not include physician or psychologist services rendered to Clients, or transportation services required in providing Psychiatric Inpatient Hospital services. These services shall be billed separately from the above per diem rate for Psychiatric Inpatient Hospital Services as follows:
 - 1) When Medi-Cal eligible mental health services are

provided by a psychiatrist or psychologist, such services shall be billed to COUNTY's ASO. Prior authorization and notification are not required prior to providing these services.

2) When Medi-Cal eligible medical services are provided by a physician, such services shall be billed to the designated Managed Care Plan, depending on the Client's health coverage benefit. Prior authorization and notification may be required prior to providing these services; such authorization and notification is the responsibility of CONTRACTOR.

3) When Medi-Cal eligible transportation services are provided, such services shall be billed to the designated Managed Care Plan, depending on the Client's health coverage benefit. Prior authorization and notification may be required prior to providing these services; such authorization and notification is the responsibility of CONTRACTOR.

5. For MediCal Beneficiaries, ages 22 – 64 years old (IMD Exclusion Population):

a. COUNTY shall pay CONTRACTOR, at the Bed Day Rates listed above, provided that the total of all payments to CONTRACTOR shall not exceed COUNTY's Total Amount Not To Exceed for each contract Period as specified in the Referenced Contract Provisions of the Agreement.

b. HCA may reimburse Administrative Days for dates in which documentation does not meet requirements for Acute Day reimbursement, contingent upon CONTRACTOR documentation of services that qualify for Administrative Day reimbursement.

c. Bed Day Rates are inclusive of all Psychiatric Inpatient Hospital Services as defined in this Exhibit A to the Agreement and shall constitute payment in full for these services, including those for physician or psychologist services rendered to Clients.

B. Billing Procedures

1. CONTRACTOR must obtain an NPI.

2. CONTRACTOR must bill Medicare and Third-Party Insurers prior to billing HCA or DHCS for services. CONTRACTOR shall make all efforts to contract with Third Party Insurers for repayment of services rendered.

3. CONTRACTOR shall determine that Psychiatric Inpatient Hospital Services provided pursuant to this Agreement are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement including, but not limited to, a private group indemnification or insurance program or Workers' Compensation Program before seeking reimbursement by DHCS or HCA. CONTRACTOR shall seek to be reimbursed by other coverage prior to seeking reimbursement by DHCS or HCA. DHCS' s and HCA's maximum obligation shall be reduced if other coverage is available, regardless of whether CONTRACTOR seeks and obtains such reimbursement.

a. CONTRACTOR shall notify ADMINISTRATOR's third-party contractor performing concurrent review authorizations on the day that the primary health insurance benefit has been exhausted, or the day the other health insurance benefit is known to be denied, if the Client has other health insurance coverage in addition to Medi-Cal, and CONTRACTOR intends to seek DHCS or HCA reimbursement for all or a portion of the hospital stay.

4. For MediCal Beneficiaries, ages 12 – 21 years old, or 65 years and older:

a. CONTRACTOR shall invoice DHCS for each client day, approved by ADMINISTRATOR, for each Client who meets notification, admission and/or

continued stay criteria, documentation requirements, treatment and discharge planning requirements and, except for day of admission, occupies a psychiatric inpatient hospital bed at 12:00 AM in CONTRACTOR's facility for each client day charged. CONTRACTOR may invoice DHCS if the Client is admitted and discharged during the same day; provided, however, that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

b. CONTRACTOR shall submit claims to DHCS's fiscal intermediary for all services rendered pursuant to the Agreement, in accordance with the applicable invoice and billing requirements contained in WIC, Section 5778.

5. For MediCal Beneficiaries, ages 22 – 64 years old (IMD Exclusion Population):

a. CONTRACTOR shall invoice HCA for each client day, approved by HCA, for each Client who meets notification, admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and, except for day of admission, occupies a psychiatric inpatient hospital bed at 12:00 AM in CONTRACTOR's facility for each client day charged. CONTRACTOR may invoice HCA if the Client is admitted and discharged during the same day; provided, however, that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

b. CONTRACTOR shall submit an invoice on a form approved or supplied by COUNTY and provide such information as required by ADMINISTRATOR. Invoices are due the tenth (10th) day of the following month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of a correctly completed invoice.

c. Upon receipt of a correctly completed billing form and all required supporting documentation, ADMINISTRATOR shall:

1) Approve and process the invoice once reconciled against applicable Concurrent Review authorizations for medical necessity criteria for the requested reimbursement period, as well as ensure a Treatment Authorization Request (TAR) has been completed and processed.

2) Deny the claim if Concurrent Review and/or TAR are not present for the requested reimbursement period.

C. Overpayments

1. CONTRACTOR agrees that DHCS or HCA may recoup any such overpayment by withholding the amount owed to DHCS or HCA from future payments due CONTRACTOR, in the event that an audit or review performed by ADMINISTRATOR, DHCS, the State Controller's Office, or any other authorized agency discloses that CONTRACTOR has been overpaid.

2. CONTRACTOR agrees that DHCS or HCA may recoup funds from prior year's overpayments, which occurred prior to the effective date of the Agreement, by withholding the amount currently owed to CONTRACTOR by DHCS or HCA.

3. CONTRACTOR may appeal recoupments according to applicable procedural requirements of the regulations adopted pursuant to Welfare and Institutions Code and DHCS regulations and Provider Billing Manual:

a) The recovery or recoupment shall commence sixty (60) calendar days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.

b) CONTRACTOR's liability to COUNTY for any amount recovered shall be as described in the applicable regulations.

D. Customary Charges Limitation – DHCS's obligation to CONTRACTOR shall not exceed CONTRACTOR's total customary charges for like services during each hospital fiscal year or portion thereof in which the Agreement is in effect. DHCS may recoup any portion of the total payments to CONTRACTOR which are in excess of CONTRACTOR's total customary charges.

E. CONCURRENT REVIEW - CONTRACTOR shall comply with Concurrent Review requirements per DHCS Behavioral Health Information Notice (BHIN) 19-026, BHIN 22-017, and any subsequent regulations per DHCS, including:

1. CONTRACTOR shall notify ADMINISTRATOR'S third-party contractor for Initial and Concurrent Review and Authorization of services within twenty-four (24) hours of Client admission.

2. CONTRACTOR shall participate in ongoing concurrent reviews with ADMINISTRATOR's third-party contractor for ongoing authorization of treatment based upon medical necessity criteria.

3. CONTRACTOR shall notify ADMINISTRATOR's third-party contractor of any client discharge within twenty-four (24) hours, excluding weekends and holidays, of the Client's discharge. CONTRACTOR shall include the Client's name, discharge date, discharge placement and placement phone number. CONTRACTOR shall inform COUNTY of where the Client has been referred for continuing treatment, along with the facility's phone number, contact person and the Client's first appointment time and date.

F. TREATMENT AUTHORIZATION REQUESTS (TARs) - CONTRACTOR shall submit a complete, accurate, and legible 18-3 TAR and required supporting clinical records to ADMINISTRATOR no later than fourteen (14) calendar days after:

1. Ninety-nine (99) calendar days of continuous service to a Client,
and/or

2. Discharge.

G. CONTRACTOR shall resubmit the 18-3 TAR and any additional information requested, no later than sixty (60) calendar days from the date of the deferral letter, in the event ADMINISTRATOR defers the 18-3 TAR back to CONTRACTOR to obtain further information.

H. TAR DENIALS –

1. For MediCal Beneficiaries, ages 12 – 21 years old, or 65 years and older: CONTRACTOR may appeal within ninety (90) calendar days, in writing, a denied request for reimbursement to ADMINISTRATOR. In the event that the appeal is denied by ADMINISTRATOR, CONTRACTOR may continue the appeals process by writing directly to DHCS within thirty (30) calendar days of ADMINISTRATOR's decision. The decision of DHCS shall be final.

2. For MediCal Beneficiaries, ages 22 – 64 years old (IMD Exclusion Population): CONTRACTOR may appeal ADMINISTRATOR's decision to deny the claim through the following process:

a. CONTRACTOR shall send a cover letter with an explanation of CONTRACTOR's disagreement to ADMINISTRATOR within ninety (90) calendar days of receiving the denial.

b. ADMINISTRATOR shall submit to CONTRACTOR a written summary of the review and rationale for each decision within sixty (60) calendar days of receiving

the letter of appeal. The decision of ADMINISTRATOR shall be final.

c. In the event that the appeal is overturned, ADMINISTRATOR shall coordinate with CONTRACTOR regarding the submission of an adjusted invoice.

I. In order to receive Administrative Bed Day Rate payment, CONTRACTOR must document, in the Client's medical record, each contact with the appropriate placement facility or the person or agency responsible for placement as required for Administrative Day criteria. CONTRACTOR must continue to document contacts with appropriate placement facilities until the Client is discharged. Contacts shall be documented by a brief description of the placement facilities reported bed availability status, reason for denial if applicable, and the signature of the person making the contact.

1. ADMINISTRATOR shall monitor the Client's status, the appropriateness of the facilities being contacted for referral, and/or the Client's chart to determine if the Client's status has changed.

J. CONTRACTOR shall notify the Regional Center Service Coordinator and Nurse Consultant of a Regional Center client's admission within twenty-four (24) hours of admission or within twenty-four (24) hours of identifying that a Client is a Regional Center client.

1. CONTRACTOR shall notify both the Client's Regional Center Service Coordinator and one of the Regional Center Nurse Consultants of the intent to seek their placement services. Such notification must occur on or before the date for which CONTRACTOR intends to seek Administrative Day reimbursement. CONTRACTOR may seek reimbursement from Regional Center for all Administrative Days after the first three (3) Administrative Days.

K. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services in the same manner to Medi-Cal clients as it provides to all other clients and will not discriminate against Medi-Cal clients in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

V. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and/or DHCS on forms provided by either agency.

B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for CONTRACTOR to respond.

C. Fiscal – CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to or provided by ADMINISTRATOR and shall report actual bed day cost and monthly projections and revenues for CONTRACTOR'S program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall be submitted to and received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. Programmatic Reports on ADMINISTRATOR approved format.

E. Reporting Serious Incidents (SIRs)

F. Client Satisfaction Surveys

G. CONTRACTOR shall inform ADMINISTRATOR of any and all State Survey Results, Audits, and incidents reportable to DHCS.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

VI. SERVICES

A. FACILITY – CONTRACTOR shall provide Psychiatric Inpatient Hospital Services at the following location:

200 Freedom Lane

Aliso Viejo, CA 92656

1. This Facility must be licensed by the California Department of Public Health (CDPH) as a general acute care hospital as defined in Health & Safety Code Section 1250(a) or as an acute psychiatric hospital as defined in Section 1250(b);

2. Facility must be designated by the Orange County Board of Supervisors and approved by the California Department of Health Care Services (DHCS) as a Lanterman-Petris-Short (LPS) facility for 72-hour treatment and evaluation pursuant to Welfare & Institutions Code Section 5150 and 5585; CONTRACTOR shall comply with all LPS Designated Facility Criteria.

3. In addition to semi-private rooms, the facility shall include, at a minimum, space for dining, group therapy and activities, a day room/visitor room and a seclusion room; and

4. Provider must maintain all licensure and certification in compliance with state and federal regulations.

B. CLIENTS SERVED – CONTRACTOR shall admit and serve all Clients referred by ADMINISTRATOR who meet ADMINISTRATOR's criteria for acute psychiatric hospitalization and who also meet the criteria approved by DHCS and the guidelines under Title 9, Chapter 11, Section 1820.205. This may include Clients with co-morbid medical conditions and substance use disorder. CONTRACTOR shall not refuse admissions of Clients if they meet all the admission criteria identified above. CONTRACTOR shall provide, in writing, to ADMINISTRATOR, any denials referred by the MHP, or as otherwise requested by ADMINISTRATOR.

1. TARGET POPULATION: Services shall be provided to Orange County Medi-Cal beneficiaries, ages 12 through 17 years old living with a serious emotional disturbance or adults aged 18 + years living with a serious mental illness, who may have co-occurring medical or substance use disorders and are experiencing a behavioral health crisis that requires this highly restrictive level of care to ensure the safety of themselves and/or others. These individuals may be deemed dangerous to themselves and/or others, or gravely disabled, and come from all areas of Orange County.

2. Referrals from COUNTY and COUNTY-contracted Crisis Stabilization Units (CSUs) will be prioritized for admission.

C. SERVICES PROVIDED

1. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services, which include but are not limited to physician services, psychologist services, and transportation services, in accordance with WIC, Sections 5774, et seq. and 14680, et seq.

2. CONTRACTOR shall provide services that include but are not limited to psychiatric, ancillary, testimony, medical, specialized services, and additional services required of general acute care hospitals. CONTRACTOR's services shall be designed to engage seriously mentally ill adults and/or seriously emotionally disturbed youth, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. CONTRACTOR shall provide services in collaboration with the COUNTY's Director of Behavioral Health, or designee.

D. PSYCHIATRIC SERVICES – CONTRACTOR shall provide psychiatric services that include psychiatric assessment, psychiatric treatment and psychiatric support services in accordance with all applicable laws and regulations. Psychiatric services shall include but not be limited to:

1. A psychiatric evaluation within twenty-four (24) hours of admission by a licensed psychiatrist. The initial psychiatric evaluation may be prepared by a Psychiatric Nurse Practitioner, and include a psychiatric history, diagnosis, and be completed in accordance with the current DSM/ICD-10; The initial psychiatric evaluation must be completed face to face and signed with an attestation by the licensed psychiatrist that they confirmed all information within the evaluation for the certification of medical necessity of acute psychiatric inpatient hospital services.

a. On-call psychiatric and medical coverage twenty-four (24) hours a day/seven (7) days a week;

2. Assessment for voluntary and involuntary treatment;

3. Daily progress notes on all Clients by the Psychiatrist or a Nurse Practitioner working under the supervision of a psychiatrist as evidenced by psychiatrists countersigning the progress note(s);

4. A psycho-social assessment completed within forty-eight (48) hours of admission;

5. Psychometrics upon admission to gather clinical baseline and inform treatment decision-making and evidence-based practices;

6. Initiation of an ITP of each new Client within twenty-four (24) hours of admission;

7. An ITP for each Client must be completed with signatures of the treatment team and the Client (or explanation of inability to obtain) within seventy-two (72) hours of admission. All psychiatric, psychological, and social services must be compatible with the ITP;

8. Medication Services, including ongoing psychiatric medication evaluation and monitoring.

9. Nursing, psychological, and social interventions compatible with ITPs;

10. Treatment for co-occurring substance use disorders based on either harm-reduction or abstinence-based models to wellness and recovery. This includes, but is not limited to, necessary substance use disorder treatment services for Clients who are living with a co-occurring substance use disorder problem in addition to their behavioral health issues as appropriate;

11. Individual, group and collateral therapies which includes provision or supervision of family therapy sessions as indicated for youth. Therapies will include but not limited to:

a. Documentation of Client's attendance/participation in collateral therapy including schedule of therapies, attendance log, and medical record progress notes.

b. Use of Evidence-Based Practices including but not limited to: motivational interviewing, solution-focused therapy, seeking safety, cognitive behavioral therapy, and/or Dialectical-Behavioral Therapy, to address the unique symptoms and behaviors presented by Clients in accordance to ITP goals.

c. Promote recovery in individual and group sessions. Group topics may include but not be limited to: building a wellness toolbox or resource, list, WRAP plans, symptom monitoring, identifying and coping with triggers, developing a crisis prevention plan, etc.;

12. Activities therapy;

13. Crisis Intervention;

14. Education and supportive services, including psychoeducational support, to COUNTY clients and family/support networks;

15. Transportation Services;

16. Appropriate one-on-one, Client-to-staff counseling as appropriate to the diagnosis and ITP;

17. Develop strategies to advance trauma-informed care and accommodate the vulnerabilities of trauma survivors.

18. Provide services in an environment which is compatible with and supportive of a recovery model. Services shall be delivered in the spirit of recovery and resiliency, tailored to the unique strengths of each Client. The focus will be on personal responsibility for mental disorder management and independence, which fosters empowerment, hope, and an expectation of recovery from mental health issues. Recovery oriented language and principles shall be evident and incorporated in CONTRACTOR's policies, program design and space, and practice.

19. Collaborate with Peer Mentors, as available, to provide direct support, education, and advocacy, as well as resource and linkage assistance to Clients;

a. CONTRACTOR shall sustain a culture that supports and employs Peer Recovery Specialist/Counselors in providing supportive socialization for Clients that will assist in their recovery, self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories of recovery as much as possible to infiltrate the milieu with the notion that recovery is possible.

20. Weekly Interdisciplinary Treatment Team meetings for each COUNTY Client;

21. Additional laboratory and diagnostic services when necessary for the initiation and monitoring of psychiatric medication treatments.

E. DISCHARGE PLANNING - CONTRACTOR shall provide discharge planning that includes but is not limited to continuing care planning and referral services. COUNTY shall provide such assistance, as COUNTY deems necessary, to assist providers' Social Services staff to initiate, develop and finalize discharge planning and necessary follow-up

services. Discharge planning must begin upon admission and occur seven (7) days per week. Discharge planning and coordination of care services shall include, but are not limited to, the following:

1. Coordination with current outpatient providers for continuity of treatment during Clients' admissions.

2. Referral and linkage to aftercare providers for continued treatment to address the Client's whole health, including primary care linkage, peer support, substance use treatment and HCA outpatient mental health and recovery services providers. Referrals must be documented in the Client's medical record.

3. CONTRACTOR shall fax or secure email to COUNTY outpatient clinic, at the time of discharge, the Hospital Discharge Referral Form or the hospital's aftercare plan, the initial psychiatric evaluation, the history and physical examination report, recent lab studies, the current medication list, date any follow up long acting injectable is due and any medical consults.

a. ADMINISTRATOR may provide assistance to CONTRACTOR to initiate, develop and finalize discharge planning and necessary follow-up services on a case-by-case basis;

4. CONTRACTOR shall document in the Client's medical record, for those Clients being referred to a SNF at discharge, at least four (4) SNF contacts daily, Monday through Friday, until the Client is either discharged or no longer requires a SNF level of care.

5. CONTRACTOR shall document, in the Client's medical record, for those Clients waiting for LTC placement, contact with ADMINISTRATOR's LTC Unit at least once every seven (7) calendar days until the Client is either discharged or no longer requires LTC services. Contact may be by fax, e-mail, or direct telephone discussion with ADMINISTRATOR. If CONTRACTOR fails to document contact with ADMINISTRATOR within a seven (7) calendar day period, CONTRACTOR will be ineligible for Administrative Day reimbursement until the next contact with ADMINISTRATOR.

6. CONTRACTOR shall make five (5) calls per week, Monday through Friday, excluding holidays, if the Client requires Board and Care placement, or until the Client is either discharged or no longer requires Board and Care placement. CONTRACTOR shall comply with P&P's established by ADMINISTRATOR for placing Board and Care Clients.

7. CONTRACTOR shall arrange a specific date and time for an aftercare appointment with a COUNTY-operated or contracted outpatient mental health or substance use clinic within twenty-four (24) hours of discharge. Linkages with COUNTY-operated clinics or COUNTY contracted mental health or substance use clinics must be made five (5) days a week, Monday through Friday. Linkages must be documented in the Client's medical record. CONTRACTOR shall fax to the COUNTY-operated or contracted clinic, at the time of discharge, the Hospital Discharge Referral Form or the hospital's aftercare plan, the initial psychiatric evaluation, the history and physical examination report, recent lab studies, the current medication list, date of next long acting injectables due and any medical consults.

8. Medi-Cal Clients shall be discharged with seven (7) calendar days of medications. This includes psychiatric medications and other medications needed to treat concurrent medical conditions.

9. All discharges must be completed by a psychiatrist. Discharge documentation shall include discharge orders and discharge summary.

10. ANCILLARY SERVICES - CONTRACTOR shall provide ancillary

services, necessary for the evaluation and treatment of psychiatric conditions. Services shall be recovery-based, non-coercive and must focus on assisting Clients to become more independent and self-sufficient. Services shall include, but not be limited to, the following:

- a. Group therapy;
- b. Activities therapy and other adjunctive therapy;
- c. Initial laboratory services that are consistent with CONTRACTOR's usual and customary hospital admitting protocol;
- d. Additional laboratory and diagnostic services, when necessary for the initiation and monitoring of psychiatric medication treatments; and
- e. Pharmaceutical services.

F. TESTIMONY SERVICES – CONTRACTOR shall provide expert witness testimony by appropriate mental health professionals in all legal proceedings required for the institutionalization, admission, or treatment of COUNTY Clients. These services shall include, but not be limited to, writs of habeas corpus, capacity hearings, conservatorship, probable cause hearings, court-ordered evaluation, and appeal and post-certification proceedings. ADMINISTRATOR shall provide representation to CONTRACTOR, at ADMINISTRATOR's cost and expense, in all legal proceedings required for conservatorship. CONTRACTOR shall cooperate with ADMINISTRATOR in all such proceedings.

1. ADMINISTRATOR will provide hearing officers for probable cause hearings for Clients approved by ADMINISTRATOR only; all other hearings will be provided at CONTRACTOR's cost and expense.

2. CONTRACTOR shall prepare all documentation required by Juvenile Court to authorize administration of psychotropic medication for those youth under the jurisdiction of the juvenile court (JV220)."

G. MEDICAL SERVICES – CONTRACTOR shall provide all medical care services deemed appropriate according to usual and customary hospital practices without regard for payer status. Medical services include physician and/or other professional services required by the Client. CONTRACTOR shall provide transportation to the medical treatment and an escort to and from the service.

1. CONTRACTOR shall provide medical history and physical exam within twenty-four (24) hours of admission and laboratory and diagnostic services.

2. COMPUTED TOMOGRAPHY (CT) – CONTRACTOR shall provide CT scans as part of the diagnosis and evaluation of a Client's psychiatric condition when indicated. CT scans must be approved by ADMINISTRATOR in advance of treatment. ADMINISTRATOR approval shall be documented in the Client's medical record.

H. ADDITIONAL SERVICES – Additional services shall include, but not be limited to, the following:

1. Direct Services – including a therapeutic milieu, room and dietetic services, nursing services, including drug administration and Client care, and a Client activity program including adjunctive therapy and rehabilitation services.

2. Support Services – including housekeeping, laundry, maintenance, medical records, and drug order processing services.

3. In-Service Training – Provide formalized in-service training to staff that focuses on subjects that increase their expertise in mental health services and ability to

manage and serve Clients, including the Recovery Model, Trauma-informed care, and substance use issues and treatment for individuals with dual-diagnosis.

4. Program Description – Maintain an ADMINISTRATOR approved, written description of the inpatient psychiatric program, which shall include goals, objectives, philosophy, and activities which reflect the active involvement of nursing personnel in all aspects of the inpatient therapeutic milieu.

I. CONTRACTOR shall provide a copy of the “County Guide to Medi-Cal Mental Health Services” and “County Behavioral Health Services Plan Provider List” to each Client/guardian/conservator at the time of admission. CONTRACTOR shall ensure that the Client signs a form indicating receipt of both handbooks, and this form shall become part of the Client’s medical record. If the Client refuses to sign or receive the handbooks, a hospital staff member shall document that the handbooks were provided and/or received and the Client refused to sign and/or receive the handbooks.

J. CONTRACTOR shall provide the Client/guardian/conservator the DHCS notification materials entitled “EPSDT” and “TBS” to each full-scope Medi-Cal Client under twenty-one (21) years of age admitted for acute psychiatric inpatient services. CONTRACTOR shall document in the Client’s medical record that these materials were provided.

K. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, to any individual who received services under the Agreement.

L. CONTRACTOR shall allow ADMINISTRATOR to conduct a face-to-face evaluation of the Client for assessment and recommendation to CONTRACTOR regarding the appropriate level of care and need for the Clients’ hospitalization.

M. CONTRACTOR shall send a completed Hospital Discharge Referral Form or a copy of the Hospital’s Aftercare Plan to the appropriate clinic at the time of Client discharge, for Medi-Cal Clients being referred to COUNTY outpatient clinics or COUNTY contracted outpatient clinics. COUNTY Clients shall be discharged with medication prescriptions or a seven (7) days’ supply of medications. This includes psychiatric medications and other medications needed to treat concurrent medical conditions. CONTRACTOR will also fax copies of the Initial Psychiatric Evaluation, History and Physical Exam, most recent lab studies, medical consults, and Medication Sheets.

N. QUALITY IMPROVEMENT – CONTRACTOR shall cooperate with ADMINISTRATOR in meeting quality improvement and utilization review requirements. Quality improvement and utilization reviews shall include, but not be limited to, performance outcome studies and Client satisfaction surveys. CONTRACTOR shall cooperate with managed care procedures related to treatment authorization, including the provision of working space for ADMINISTRATOR to conduct visits with the Client, interview staff and perform chart reviews.

O. PERFORMANCE OBJECTIVES –

1. CONTRACTOR shall perform outcome studies, on-site reviews and written reports to be made available to ADMINISTRATOR upon request.

2. One hundred percent (100%) of all Clients discharged to the community will be scheduled a follow-up outpatient services appointment to occur within twenty-four (24) hours of discharge

3. CONTRACTOR shall track and report to ADMINISTRATOR:

a. Recidivism of Clients who are re-hospitalized within fourteen (14) days of discharge;

- b. All incidents of seclusion and restraints;
- c. The number of admissions per month broken out by referral source and by youth, adult, and older adult populations;
- d. The average length of stay (LOS) per month

P. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

Q. CONTRACTOR shall provide Inpatient Psychiatric Hospital Services that are non-discriminatory and tailored to meet the individual needs of the multi-cultural Clients served under the Agreement. CONTRACTOR shall demonstrate program access, linguistically appropriate and timely mental health service delivery, staff training, and organizational P&Ps related to the treatment of culturally diverse populations. CONTRACTOR shall ensure that high quality accessible mental health care includes:

1. Clinical care and therapeutic interventions which are linguistically and culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in all Orange County threshold languages;
2. Medically appropriate interventions which acknowledge specific cultural influences;
3. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified need;
4. Screening and certification of interpreters;
5. Client related information translated into the various languages of the diverse populations served.

R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.”

This Amendment No. 2 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, the terms and conditions of this Amendment No. 2 shall prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Aliso Ridge Behavioral Health, LLC

Dorinda Mueller

Chief Executive Officer

Print Name
DocuSigned by:
Dorinda Mueller
C3F0EFA6F91D46A...
Signature

Title
12/28/2023
Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name
Signature

Title
Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name
DocuSigned by:
Brittany McLean
9713A4061D4343D...
Signature

Title
12/28/2023
Date