



**AMENDMENT NO. 3  
TO  
MASTER AGREEMENT NO. MA-042-22011537  
FOR  
MEDI-CAL MENTAL HEALTH MANAGED CARE  
PSYCHIATRIC INPATIENT HOSPITAL SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-22011537 for Medi-Cal Mental Health Managed Care Psychiatric Inpatient Hospital Services is made and entered into on August 23, 2024 (“Effective Date”) between Prime Healthcare Huntington Beach, LLC dba Huntington Beach Hospital, (“Contractor”), with a place of business at 17772 Beach Blvd, Huntington Beach, CA 92647, 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-042-22011537 with various providers for Medi-Cal Mental Health Managed Care Psychiatric Inpatient Hospital Services, effective July 1, 2022 through June 30, 2025, for negotiated Acute Bed Day Rates that are paid directly by the California Department of Health Care Services (DHCS) through the annual state allocations for Orange County, renewable for two additional periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify the Acute Bed Day Rates, effective September 9, 2022 through June 30, 2025; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Accommodation Codes, effective December 2, 2022 through June 30, 2025; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend the Acute Bed Day Rates for Period Three effective August 23, 2024, to replace Exhibit A with Exhibit A-1 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, 2025, through June 30, 2027; on the amended term and conditions.
2. Page 4, Referenced Contract Provisions, Term provision, of the Contract is deleted in its entirety and replaced with the following:  

**“MASTER AGREEMENT Term:** July 1, 2022 through June 30, 2027  
 Period One means the period from July 1, 2022 through June 30, 2023  
 Period Two means the period from July 1, 2023 through June 30, 2024  
 Period Three means the period from July 1, 2024 through June 30, 2025  
 Period Four means the period from July 1, 2025 through June 30, 2026  
 Period Five means the period from July 1, 2026 through June 30, 2027”
3. Paragraph 1. Acronyms, subparagraphs G. and AW. are deleted in their entirety and replaced with the following:  

“G. BHS Behavioral Health Services Act”

“AW. AOT Assisted Outpatient Treatment”

4. Exhibit A of the Contract is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 3 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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: PRIME HEALTHCARE HUNTINGTON BEACH, LLC DBA HUNTINGTON BEACH HOSPITAL**

Dan Brothman

CEO

Print Name

Title

DocuSigned by:  
*Dan Brothman*  
E7C1B845F59A4E7...  
Signature

6/20/2024

Date

---

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

EXHIBIT A-1  
TO CONTRACT FOR PROVISION OF  
MEDI-CAL MENTAL HEALTH MANAGED CARE  
PSYCHIATRIC INPATIENT HOSPITAL SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
PRIME HEALTHCARE HUNTINGTON BEACH, LLC DBA HUNTINGTON BEACH  
HOSPITAL  
JULY 1, 2022 THROUGH JUNE 30, 2027

**I. COMMON TERMS AND DEFINITIONS**

The parties agree to the following terms and definitions, and to those terms and definitions which for convenience are set forth elsewhere in the Contract.

- A. Acute Day means those days authorized by ADMINISTRATOR's designated Utilization Management Unit when the Client meets medical necessity criteria set forth in Title 9 of the California Code of Regulations (CCR), section 1820.205.
- B. Administrative Day means those days authorized by ADMINISTRATOR's designated Utilization Management Unit when the Client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute licensed residential treatment facility in a reasonable geographic area.
- C. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.
- D. Additional Income Source means Additional Income Source and refers to all income other than SSI and includes such sources of income as retirement income, disability income, trust fund income, SSI, Veteran's Affairs disability income, etc.
- E. ASO means Administrative Services Organization and refers to administrative and mental health services components that include maintenance of a contract provider network including credentialing and contracting, adjudication of provider claims for outpatient and inpatient specialty mental health services, the operation of a 24-hour telephone access and authorization line, and concurrent review for the authorization of acute psychiatric inpatient hospital services for Orange County Medi-Cal Beneficiaries.
- F. Client Day means one (1) calendar day during which CONTRACTOR provides all of the services described hereunder, including the day of admission and excluding the day of discharge. If admission and discharge occur on the same day, one (1) client day shall be charged.
- G. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who is dealing with mental illness.

- H. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents aged thirteen (13) and older who are experiencing a psychiatric crisis and need immediate evaluation. Individuals receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-nine (59) minutes.
- I. Diagnosis means the definition of the nature of the Client's disorder. When formulating the diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and/or ICD published by the American Psychiatric Association.
- J. DSM means Diagnostic and Statistical Manual of Mental Disorders and refers to the Publication by the American Psychiatric Association that is used as a guide in the diagnosis of mental disorders.
- K. ECT means Electro Convulsive Therapy and refers to a psychiatric treatment in which seizures are electrically induced in anesthetized patients for therapeutic effect.
- L. Engagement means the process where a trusting relationship is developed over a short period of time with the goal to link the individual(s) to appropriate services within the community. Engagement is the objective of a successful outreach.
- M. Face-to-Face means an encounter between the individual/parent/guardian and provider where they are both physically present. This does not include contact by phone, email, etc., except for Telepsychiatry provided in a manner that meets COUNTY protocols.
- N. Health Care Services means any preventive, diagnostic, treatment, or support services, including professional services, which may be medically necessary to protect life, prevent significant disability, and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.
- O. HIPAA means Health Insurance Portability and Accountability Act and refers to the federal law that establishes standards for the privacy and security of health information, as well as standards for electronic data interchange of health information. HIPAA law has two main goals, as its name implies: making health insurance more portable when persons change employers, and making the health care system more accountable for costs-trying especially to reduce waste and fraud.
- P. Hospital Based Ancillary Services means services which include but are not limited to ECT, Transcranial Magnetic Stimulation (TMS), and Magnetic Resonance Imaging (MRI). Other ancillary services include: the use of facilities; laboratory, medical and social services furnished by CONTRACTOR including drugs such as take-home drugs, biologicals, supplies, appliances and equipment; nursing, pharmacy and dietary services; and supportive and administrative services required to provide Psychiatric Inpatient Hospital Services. Ancillary services do not include physician or psychologist services that are separately billed to DHCS.
- Q. Integrated Records Information System (IRIS) means ADMINISTRATOR's database system and refers to a collection of applications and databases that serve the needs of programs within Orange County and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.

- R. ITP means Individualized Treatment Plan for each Client. All psychiatric, psychological, and social services must be compatible with the ITP.
- S. Lanterman–Petris–Short (LPS) Act means Lanterman Petris-Short and refers to the Act that went into effect July 1, 1972 in California. The Act in effect ended all hospital commitments by the judiciary system, except in the case of criminal sentencing (e.g. convicted sexual offenders) and those who were "gravely disabled" defined as unable to obtain food, clothing, or shelter. It expanded the evaluative power of psychiatrists and created provisions and criteria for involuntary detentions. (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides guidelines for handling involuntary civil commitment to a mental health institution in the State of California.
- T. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.
- U. Licensed Marriage Family Therapist (LMFT) means a licensed individual, pursuant to the provisions of Chapter 13 and 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.
- V. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the provisions of Chapter 13 and 16 of the California Business and Professions Code, who can provide clinical service to individuals they serve. The license must be current and in force and not suspended or revoked.
- W. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.
- X. Licensed Psychologist means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 624; they are a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.
- Y. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.
- Z. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the Department of Justice (DOJ) for the completion of a criminal record check, typically required of employees who have direct contact with the individuals served.
- AA. Long Term Care (LTC) means COUNTY department that reviews referrals for placement in COUNTY-contracted long term care facilities.
- AB. Medi-Cal means the State of California's implementation of the federal Medicaid health care program which pays for a variety of medical services for children and adults who meet eligibility criteria.

- AC. Medical Necessity means the requirements as defined in the MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria and intervention related criteria. Meeting medical necessity for acute psychiatric inpatient hospital services includes having an included DSM/ICD diagnosis; the Client cannot be safely treated at a lower level of care; and the Client requires psychiatric inpatient hospital services, as a result of a mental disorder, due to symptoms or behaviors that represent a current danger to self or others, or significant property destruction; and/or prevent the Client from providing for, or utilizing, food, clothing, shelter; and/or present a severe risk to the client's physical health; and/or represent a recent, significant deterioration in ability to function.
- AD. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
- a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues and history, diagnosis and the use of testing procedures.
  - b. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.
  - c. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.
  - d. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of Clients that may include family therapy in which the Client is present.
- AE. MHSA means Mental Health Services Act and refers to the voter-approved initiative to develop a comprehensive approach to providing community-based mental health services and supports for California residents. It is also known as "Proposition 63."
- AF. Milestones of Recovery Scale (MORS) means a Recovery scale that COUNTY uses in Adult Mental Health programs. The scale assigns Clients to their appropriate level of care and replaces diagnostic and acuity of illness-based tools.
- AG. Outreach means linking individuals to appropriate Mental Health Services within the community. Outreach activities will include educating the community about the services offered and requirements for participation in the various mental health programs within the community. Such activities will result in CONTRACTOR developing their own Referral sources for programs being offered within the community.

- AH. 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 in the CSU. A Peer Recovery Specialist practice is informed by personal experience.
- AI. UOS means units of service and refers to one (1) calendar day during which CONTRACTOR provides all of the Mental Health Inpatient Services described hereunder, with the day beginning at twelve o'clock midnight. The number of billable UOS shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day, then one (1) day shall be charged.
- AJ. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided in an acute care hospital for the care and treatment of an acute episode of mental disorder.
- AK. Program Director means an individual who is responsible for all aspects of administration and clinical operations of the behavioral health program, including development and adherence to the annual budget. This individual also is responsible for the following: hiring, development and performance management of professional and support staff, and ensuring mental health treatment services are provided in concert with COUNTY and state rules and regulations.
- AL. Protected Health Information (PHI) means individually identifiable health information usually transmitted through electronic media. PHI can be maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and is related to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.
- AM. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience treating children and TAY.
- AN. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal recipients in order to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of the cases.
- AO. Referral means effectively linking individuals to other services within the community and documenting follow-up provided within five (5) business days to assure that individuals have made contact with the referred service(s).
- AP. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of the California Business and Professions Code, who can provide clinical services to the individuals served. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.
- AQ. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age of eighteen (18) years who have a behavioral health disorder, as identified in the most recent edition of the DSM and/or the ICD 10, other than a primary substance use disorder



or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. W&I 5600.3.

- AR. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. W&I 5600.3.
- AS. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.
- AT. Token means the security device which allows an individual user to access COUNTY's computer-based IRIS.
- AU. Uniform Method of Determining Ability to Pay (UMDAP) means the UMDAP refers to the method used for determining an individual's annual liability for Mental Health Services received from COUNTY's mental health system and is set by the State of California.
- AV. Wellness Action & Recovery Plan (WRAP) means a self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.
- AW. NPI means National Provider Identification and refers to the standard unique health identifier that was adopted by the Secretary of Health and Human Services (HHS) under Health Insurance Portability and Accountability Act (HIPAA) for health care providers.
- AX. NPP means Notice of Privacy Practices and refers to the document that notifies individuals of uses and disclosures of Protected Health Information (PHI) that may be made by or on behalf of the health plan or health care provided as set forth in HIPAA.
- AY. Serious Medical Conditions means conditions that require urgent health care services, defined as any preventive, diagnostic, treatment, or supportive services, including professional services, which may be medically necessary to protect life, present significant disability, and/or treat diseases, illnesses, or injuries in order to prevent serious deterioration of health.
- AZ. Skilled Nursing Facility (SNF) means and refers to a facility that provides twenty-four (24) hour/day skilled nursing care and supervision.
- BA. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

## **II. ISSUE RESOLUTION**

For resolution of issues between CONTRACTOR and ADMINISTRATOR with respect to the implementation and operation of this Contract or COUNTY's policies and procedures regarding services described herein, the following sequential steps shall apply:

A. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR program and administrative staff including, but not limited to, telephone contact, electronic mail (e-mail), FAX, written correspondence and meetings, to resolve any issues or problems regarding the implementation and operation of this Contract or COUNTY's policies and procedures regarding services described herein.

B. If the parties are unable to resolve the issue, CONTRACTOR shall give written notice to ADMINISTRATOR setting forth in specific terms the existence and nature of any unresolved matter or concern related to the purposes and obligations of this Contract. ADMINISTRATOR shall have fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) calendar days.

C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above to ADMINISTRATOR's Director of Behavioral Health Care for final resolution.

D. The rights and remedies provided by this paragraph are in addition to those provided by law to either party.

E. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the Issue Resolution Paragraph of this Exhibit A-1 to the Contract.

### **III. PATIENT'S 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 Health Care Services Patients' Rights poster as well as the Orange County HCA Mental Health Plan Complaint and Grievance poster in all Orange County threshold languages in locations readily available to Clients and staff and have 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 beneficiary 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 – ADMINISTRATOR 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 CONTRACTOR's facility level, Clients 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 CONTRACTOR's facility level. County Grievance forms are mailed to HCA Behavioral Health Services (BHS) 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 Patients' Rights Office. The Patients' Rights office 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 Office, file a formal grievance, and file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the complaint or grievance, and attempt to resolve the matter.

F. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

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

H. CONTRACTOR shall notify PRAS of all admissions of minors within 24 hours of admission.

I. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the Patient's Rights Paragraph of this Exhibit A-1 to the Contract.

#### **IV. PAYMENTS**

A. CONTRACTOR shall be reimbursed by DHCS for services provided at the following all-inclusive rates per client day for acute Psychiatric Inpatient Hospital Services and based on the following accommodation codes.

<u>Accommodation Code</u>	<u>Description of Facility</u>	<u>Rates</u>				
		<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Period Four</u>	<u>Period Five</u>
<u>114 - 204</u>	<b>General Acute Care Hospital:</b> <u>Adolescent/Child, Psychiatric</u>	<u>\$1175</u>	<u>\$1175</u>	<u>\$1387</u>	<u>\$1387</u>	<u>\$1387</u>
<u>114 - 204</u>	<b>General Acute Care Hospital:</b> <u>Adult, Psychiatric</u>	<u>\$1050</u>	<u>\$1050</u>	<u>\$1300</u>	<u>\$1325</u>	<u>\$1365</u>
<u>114 - 204</u>	<b>Acute Psychiatric Hospital</b> <u>Adolescent/Child, Psychiatric</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>114 - 204</u>	<b>Acute Psychiatric Hospital</b> <u>Adult, Psychiatric</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>169</u>	<u>Administrative Day</u>	<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>

1. The rate for Accommodation Code 169 is established and adjusted by the DHCS.

2. The number of billable Units of Service shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day, then one (1) day shall be included.

3. 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 the Administrative Day reimbursement, as outlined in Section IV. C. *Acute Day Medical Necessity and Administrative Day Reimbursement Requirements* of this Exhibit A-1.

4. 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:

a. 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.

b. 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, and it is CONTRACTOR's responsibility to ascertain whether prior authorization or notification is required.

c. 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, and it is CONTRACTOR's responsibility to ascertain whether prior authorization or notification is required.

## B. BILLING PROCEDURES

1. CONTRACTOR must obtain an NPI.

2. CONTRACTOR shall invoice DHCS for each client day, authorized by the ASO during the concurrent review process, and approved by ADMINISTRATOR, for each Client who meets notification, admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies a psychiatric inpatient hospital bed at 12:00 AM in CONTRACTOR's facility. 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.

3. CONTRACTOR shall determine that Psychiatric Inpatient Hospital services provided pursuant to the Contract 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. CONTRACTOR shall seek to be reimbursed by other coverage prior to seeking reimbursement by DHCS. DHCS's maximum obligation shall be reduced if other coverage is available.

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

5. CONTRACTOR may appeal, within ninety (90) calendar days of decision and 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. If provider disagrees with DHCS' appeal decision, the provider has thirty (30) calendars days to file a formal appeal with the Office of Administrative Hearings.

## C. Acute Day Medical Necessity and Administrative Day Reimbursement Requirements

1. Acute Day Medical Necessity – for Medi-Cal reimbursement of psychiatric inpatient hospital services, the Client must meet medical necessity criteria set forth in Title 9 of the CCR, section 1820.205. Medical necessity criteria are applicable regardless of the legal status

(voluntary or involuntary) of the Client. The Client must meet the following medical necessity criteria for admission to a hospital for psychiatric inpatient hospital services:

- a. Have an included diagnosis;
  - b. Cannot be safely treated at a lower level of care, except that a Client who can be safely treated with crisis residential treatment services of psychiatric health facility services for an acute psychiatric episode shall be considered to have met this criterion; and
  - c. Requires psychiatric inpatient hospital services, as the result of a mental disorder, due to one of the following:
    - 1) Has symptoms or behaviors due to a mental disorder that (one of the following):
      - i. Represent a current danger to self or others, or significant property damage;
      - ii. Prevent the Client from providing for, or utilizing, food, clothing, or shelter;
      - iii. Present a severe risk to the Client's physical health;
      - iv. Represent a recent, significant deterioration in ability to function.
    - 2) Require admission for one of the following:
      - i. Further psychiatric evaluation;
      - ii. Medication treatment
      - iii. Other treatment that can be reasonably provided only if the Client is hospitalized
2. Continued Stay Acute Medical Necessity includes:
- a. Continued presence of indications that meet the medical necessity criteria outlined above;
  - b. Serious adverse reaction to medications, procedures, or therapies requiring continued hospitalization;
  - c. Presence of new indications that meet medical necessity criteria; and
  - d. Need for continued medical evaluation or treatment that can only be provided if the Client remains in the hospital
  - e. If ADMINISTRATOR does not approve CONTRACTOR's request for extended treatment, CONTRACTOR shall be responsible for effecting the appropriate transfer and/or discharge of COUNTY client. In any case, if CONTRACTOR elects to provide inpatient

treatment without the express authorization of ADMINISTRATOR, CONTRACTOR shall assume responsibility for the cost of such treatment.

2. COUNTY's Director of Behavioral Health Services or designee may determine a COUNTY client no longer meets this primary criteria and request that CONTRACTOR discharge COUNTY client to a facility appropriate for COUNTY client's treatment requirements.

3. Administrative Day Reimbursement Requirements – a Client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute licensed residential treatment facility in a reasonable geographic area. For reimbursement for administrative day service claims, CONTRACTOR shall document the following in the Client's medical record:

a. Having made at least one contact to a non-acute licensed residential treatment facility per day (except weekends and holidays) or person or agency responsible for placement, starting with the day the Client was placed on administrative day status.

b. Once five (5) contacts have been made and documented, any remaining days within the seven-consecutive-day period from the day the Client is placed on administrative day status can be authorized.

c. 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.

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

#### D. CONCURRENT REVIEW

1. CONTRACTOR shall comply with Concurrent Review Policies and Procedures per DHCS Information Notice 19-026, DHCS Information Notice 22-017, and any future letters from DHCS outlining updates to this process, including:

a. CONTRACTOR shall notify ADMINISTRATOR's Third-Party contractor for Concurrent Review and Authorization of services within twenty-four (24) hours of Client admission.

b. CONTRACTOR shall participate in ongoing concurrent reviews and discharge review with ADMINISTRATOR's third-party contractor for all ongoing authorization of treatment based upon medical necessity criteria, for the entire duration of the Client's admission.

#### E. TAR PROCESS

1. CONTRACTOR shall submit the 18-3 TAR for authorization of payment for Psychiatric Inpatient Hospital services to ADMINISTRATOR no later than fourteen (14) calendar days after:

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

b. Discharge.

2. 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.

F. Once TAR is approved by ADMINISTRATOR, CONTRACTOR shall submit claims to DHCS's fiscal intermediary for all services rendered pursuant to the Contract, in accordance with the applicable invoice and billing requirements contained in WIC, Section 5778.

G. TAR DENIALS AND APPEALS

1. Should ADMINISTRATOR deny CONTRACTOR's request for reimbursement, CONTRACTOR may submit a First Level Appeal in writing to ADMINISTRATOR.

2. In the event the First Level Appeal is denied by ADMINISTRATOR, CONTRACTOR may continue to the Second-Level Appeals process by writing directly to DHCS, within thirty (30) calendar days of ADMINISTRATOR's decision.

H. OVERPAYMENTS

1. CONTRACTOR agrees that DHCS may recoup any such overpayment by withholding the amount owed to DHCS 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 may recoup funds from prior year's overpayments, which occurred prior to the effective date of the Contract, by withholding the amount currently owed to CONTRACTOR by DHCS.

3. CONTRACTOR may appeal recoupments according to applicable procedural requirements of the regulations adopted pursuant to WIC, Sections 5775, et seq. and 14680, et seq., with the following exceptions:

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 WIC, Section 5778(h).

I. 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 Contract is in effect. DHCS may recoup any portion of the total payments to CONTRACTOR which are in excess of CONTRACTOR's total customary charges.

J. Additional Required Notifications for Medi-Cal Managed Care Clients

1. CONTRACTOR shall notify ADMINISTRATOR, prior to 12:00 PM Monday through Friday, excluding holidays, of the daily census of all Clients in which reimbursement for Psychiatric Inpatient Hospital Services will be requested. The census report following a weekend and/or holiday shall include any admissions made during that time.



2. CONTRACTOR shall notify ADMINISTRATOR of any Client discharge within twenty-four (24) hours of the Client's discharge, excluding weekends and holidays. 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.

3. 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.

4. 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.

5. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours of admission of all Clients served under this Contract, who are admitted, regardless of legal status.

6. CONTRACTOR shall notify ADMINISTRATOR on the day that the other 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 Medi-Cal reimbursement for all or a portion of the hospital stay.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

## **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. CONTRACTOR is required to comply with all applicable reporting requirements, including the requirements set forth in Division 5 of the California Welfare Institutions Code and Division 1, Title 9 of the California Code of Regulations, as well as any reports required of LPS Designated Facilities in the County of Orange.

C. CONTRACTOR shall provide ADMINISTRATOR a monthly report of program outcomes tracked for COUNTY Medi-Cal Clients, outlined in the Program Outcomes Section of this Exhibit A-1.

### **D. UNUSUAL or ADVERSE INCIDENT REPORTING**

1. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issue that materially or adversely affect the quality or accessibility of services provided by, or under contract with, COUNTY.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of the individuals seen, including, but not limited to, serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.

E. ADMINISTRATOR may request additional 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.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

## **VI. SERVICES**

A. FACILITY – CONTRACTOR shall provide Psychiatric Inpatient Hospital Services at the following Medi-Cal Certified and LPS Designated facility:

Prime Healthcare Huntington Beach, LLC dba Huntington Beach Hospital

17772 Beach Blvd

Huntington Beach, CA 92647

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. This 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.

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

B. CLIENTS SERVED – CONTRACTOR shall provide acute psychiatric inpatient services to Orange County Medi-Cal beneficiaries living with serious and persistent mental health issues, serious emotional disturbance and those who are experiencing a psychiatric crisis requiring immediate stabilization.

1. 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.

2. 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.

3. Referrals from COUNTY and COUNTY-Contracted Crisis Stabilization Units 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.

3. Medi-Cal Managed Care Mental Health Acute Psychiatric Inpatient hospital services are provided twenty-four (24) hours a day, seven (7) days a week.

4. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services in the same manner to Medi-Cal Clients as it provides to all other Clients and 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.

5. CONTRACTOR services will be recovery-oriented and trauma informed. Clients will be treated with the highest level of dignity and respect at all times and inpatient staff will engage Clients with non-coercion, focusing on assisting Clients in reaching psychiatric stabilization sufficient to be discharged or transferred to a lower level of care.

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 interviewed the Client and verified all information within the evaluation for the certification of medical necessity of acute psychiatric inpatient hospital services.

2. Psychiatric Services also include:

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

- b. Medical history and physical examination of each COUNTY client within twenty-four (24) hours of admission.

c. Laboratory and diagnostic services as indicated throughout admission; this includes urine drug screens as applicable within the first twenty-four (24) hours of admission to assess underlying causes of the current crisis.

d. Assessment and re-assessment for voluntary and involuntary treatment;

e. 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);

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

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

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

6. 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;

7. Medication Services, including ongoing psychiatric medication evaluation and monitoring;

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

9. 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;

10. 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.;

11. Activities therapy;

12. Crisis Intervention;

13. Education and supportive services, including psychoeducational support, to COUNTY clients and family/support networks and, for adolescents enrolled in school, coordination with schools and/or districts and families to support school re-entry;

14. Transportation Services;

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

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

17. 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;

18. 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/or 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.

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

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

21. Services will involve families, significant others, or natural support systems throughout the duration of the treatment episode and discharge planning process;

22. Provide all 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.

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 include, but are not limited to, the following:

1. Coordination with current outpatient providers and Client's family/guardians/conservator 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 behavioral health services providers; Referrals must be documented in the Client's medical record.

3. CONTRACTOR shall arrange a specific date and time within twenty-four (24) business hours of discharge for an aftercare appointment with a COUNTY outpatient clinic.

4. 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.

5. Discharge Planning to non-acute licensed residential treatment or Long-Term Care (LTC):

a. CONTRACTOR shall document in the Client's medical record for those Clients being referred to a SNF at discharge, at least five (5) SNF contacts daily, Monday through Friday, until the Client is either discharged or no longer requires a SNF level of care.

b. CONTRACTOR shall document in the Client's medical record, for those Clients awaiting 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 made by fax, email, 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 next contact with ADMINISTRATOR.

c. 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&Ps established by ADMINISTRATOR for placing Board and Care Clients.

6. 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.

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

F. TESTIMONY SERVICES – CONTRACTOR will 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.

1. 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.

2. 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.

3. 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 shall provide laboratory and diagnostic services.

2. INPATIENT/OUTPATIENT ECT and MRI – CONTRACTOR shall provide ECT and MRI services for Clients. ECT and MRI services must be performed pursuant to all legal and regulatory requirements and be approved by ADMINISTRATOR in advance to treatment. ADMINISTRATOR approval shall be documented in the Client's medical record.

3. COMPUTERIZED TOMORGRAPHY (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.

4. A conflict resolution process may be initiated by either party to the Contract in the event of a disagreement between CONTRACTOR and ADMINISTRATOR regarding the appropriateness of proposed laboratory and/or diagnostic services. ADMINISTRATOR's designated psychiatrist will review said proposed services and render a decision that will be binding on both parties.

H. ADDITIONAL SERVICES – CONTRACTOR shall provide additional services required of general acute care hospitals. 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 Clients 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 Contract.

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. QUALITY IMPROVEMENT –

1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, the overall goal of which is the maintenance of high-quality client care and effective utilization of services offered. This plan shall include utilization review, peer review, and medication monitoring as mandated by the DCHS. CONTRACTOR shall adhere to the standards set forth in Title 9 of the CCR.

2. CONTRACTOR shall allow ADMINISTRATOR to take part in Utilization Review and Quality Assurance activities if such attendance will not waive any privilege granted by law.

3. ADMINISTRATOR may conduct periodic treatment reviews at any time during the course of a COUNTY client's hospitalization.

4. 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 concurrent review and 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.

N. MEETINGS – CONTRACTOR shall attend meetings as requested by COUNTY, including but not limited to:

1. Case conferences, as requested by ADMINISTRATOR, to address any aspect of clinical care and implement any recommendations made by COUNTY to improve client care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract and, if not, what steps will be taken to achieve satisfactory progress, compliance with P&Ps, review of statistics and clinical services.



## O. PERFORMANCE OUTCOMES

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 Orange County Medi-Cal 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 for Orange County Medi-Cal Clients:

- a. Percentage of all Orange County Medi-Cal Clients discharged to the community for whom CONTRACTOR scheduled a follow-up outpatient services appointment within twenty-four (24) hours of discharge.
- b. Seclusion and restraint incidents and percentages.
- c. CONTRACTOR admissions per month, broken out by referral source, for youth, adult, and older adult populations.
- d. CONTRACTOR admission referral sources, i.e. number of Clients admitted from each of the Crisis Stabilization Units (CSUs), Emergency Departments, Orange County Jail, or Long-Term Care Facilities, etc..

P. CONTRACTOR shall provide services pursuant to the Contract 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 Contract. 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. Culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in all Orange County threshold languages;
2. Medically appropriate interventions that 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; and

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-1 to the Contract.

## **VII. STAFFING**

A. CONTRACTOR shall provide clinical staffing as required by CCR, Title 9, Section 663. This includes:

1. Administrative Director who qualifies under Title 9, CCR, Section 620(d), 623, 624, 625, or 627;

2. Clinical Program Director who qualifies under Title 9, CCR, Section 623, 624, 625, 626, or 627;

3. Psychiatric Medical Director who qualifies under Title 9, CCR, Section 623 who shall assume medical responsibility as defined in Title 9, CCR, Section 522

B. CONTRACTOR shall provide professional, allied, and supportive paramedical personnel to provide all necessary and appropriate Psychiatric Inpatient Hospital services.

C. CONTRACTOR shall provide administrative and clerical staff to support the above-mentioned staffing and the services provided pursuant to the Contract, including Treatment Authorization Request (TAR) processing, and Concurrent Review processes ensuring notification of client admission within 24 hours of admission to the County Administrative Services Organization (ASO), as well as ongoing review and authorization of inpatient psychiatric services;

D. NPI – All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals for life.

E. NPP – CONTRACTOR shall provide, upon request, the NPP for COUNTY, as MHP, to any individual who received services under the Contract.

F. CONTRACTOR shall provide staff which reflect the cultural and linguistic makeup of the population served.

G. CONTRACTOR shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect to the Contract, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

H. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

I. CONTRACTOR shall ensure that a bilingual professional or qualified interpreter is fluent in English and in the primary language spoken by the Client. The bilingual professional or qualified interpreter must have the ability to accurately speak, read and interpret the Client's primary language. CONTRACTOR shall ensure that, when needed, a qualified interpreter is available who can accurately provide sign language services. The bilingual professional or qualified interpreter must have the ability to translate mental health terminology necessary to convey information such as symptoms or instructions to the Client. CONTRACTOR shall ensure that the bilingual person and/or the qualified interpreter, completes appropriate courses that cover terms and concepts associated with mental health issues, psychotropic medications, and cultural beliefs and practices which may influence the Client's mental health condition, if they have not been trained in the provision of mental health services.

J. CONTRACTOR shall ensure that all staff is trained and is knowledgeable in treatment issues reflecting the diversity of the Medi-Cal population. CONTRACTOR shall develop and maintain in-service staff training programs which will train staff to respect and respond with sensitivity to the language and cultural experiences of the Clients. CONTRACTOR staff shall participate in cultural competency and/or awareness training on an annual basis. Training shall be designed to help staff understand cultural diversity and may include but not be limited to such topics such as: mental health care that is unique to the client including awareness; sensitivity to the client's cultural and spiritual beliefs, and the role of the family in diverse cultures and ethnic groups. Additionally, training components shall include:

1. Background information for identifying and treating mental health disorders and related health conditions not commonly found in the dominant client population;
2. Utilization of non-psychiatrically trained interpreters in taking client histories and assisting with communication relating to mental health treatment; and
3. Strategies for utilizing the belief patterns and family support systems of clients to promote adherence to the course of treatment and assuming responsibility for preventive mental health behaviors.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.