



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-22010732
FOR
INPATIENT BEHAVIORAL HEALTH SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-22010732 for Inpatient Behavioral Health Services is made and entered into on December 20, 2022 (“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 now desire to enter into this Amendment No. 1 to increase the Contract’s Period Two Amount Not To Exceed and Period Three Amount Not To Exceed and to amend Exhibit A of the Contract.

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

1. All references in the Contract to “Maximum Obligation” shall be deleted and replaced with “Amount Not to Exceed”.
2. The Contract’s Period Two Amount Not To Exceed is increased by \$10,305,000 and Period Three Amount Not To Exceed is increased by \$15,887,500, for a new total amount not to exceed \$28,615,000.
3. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

“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:	<u>16,695,000</u>
TOTAL AMOUNT NOT TO EXCEED:	\$28,615,000”

4. Paragraph XXX. Cost Report is added to the Contract as follows:

“XXX. COST REPORT

A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and

requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Amount Not To Exceed of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
Name _____
Title _____
Date _____"

- 5. Exhibit A, Paragraph I. Common Terms And Definitions, of the Contract is deleted in its entirety and replaced with the following:

"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 this Agreement.

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 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 specialty mental health services, and the operation of a 24-hour telephone access and authorization line.

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 Agreement, who is dealing with a chronic mental illness.

H. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day and 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. Customary Charges means the amount CONTRACTOR normally or usually charges the majority of its clients for a specified type of service, including the types of Psychiatric Inpatient Hospital Services defined herein. CONTRACTOR's customary charges shall be subject to review by the Department of Health Care Services.

J. Diagnosis means the definition of the nature of the Client's disorder. When formulating the diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axis as specified in the most current edition of the DSM published by the American Psychiatric Association.

K. 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.

L. ECT means Electro Convulsive Therapy and refers to a psychiatric treatment in which seizures are electrically induced in anesthetized patients for therapeutic effect.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Hospital Based Ancillary Services means services which include but are not limited to ECT and 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.

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 (MFT) 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. MRI means Magnetic Resonance Imaging and refers to a medical imaging technique used in radiology to visualize detailed internal structures.

AD. 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 the Client has 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.

AE. 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:

1. 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.

2. 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.

3. 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.

4. 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 beneficiaries which may include family therapy in which the beneficiary is present.

AF. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community mental health services. It is also known as "Proposition 63."

AG. 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 HIPAA for health care providers. 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 for life.

AH. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

AI. 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 its own Referral sources for programs being offered within the community.

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 in the CSU. A Peer Recovery Specialist practice is informed by personal experience.

AK. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media, 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 relates 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.

AL. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness. Services provided in a free-standing hospital may only be reimbursed for persons age twenty-one (21) or younger and sixty-five (65) or older. If the person were receiving such services prior to the person's twenty-first birthday and continues to require and receives services without interruption, the eligibility for services continues to the date the person no longer requires such services, or the person's twenty-second birthday, whichever is earlier.

AM. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 623.

AN. Recovery means a "deeply personal, unique process of changing one's attitudes, values, feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with limitations caused by the illness. Recovery involves the development of new meaning and purpose in one's life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is a personal and unique process, everyone with a psychiatric illness develops his or her own definition of recovery. However, certain concepts or factors are common to recovery." (William Anthony, 1993).

AO. Referral means providing effective linkage of a Client to another service, with follow-up provided within five (5) business days to assure that the Client has made contact with the referred service.

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.

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 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.

AS. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health disorder severe in degree and persistent in duration, which may cause behavioral functioning that interferes substantially with the primary activities of daily living and 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.

AT. SNF means Skilled Nursing Facility and refers to a facility that provides twenty-four (24)-hour/day skilled nursing care and supervision.

AU. SSI/SSP means Supplemental Security Income/State Supplemental Income and refers to revenue resources paid to an eligible Client, or the Client's payee, by the federal Social Security Administration.

AV. 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.

AW. 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.

AX. 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.

AY. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract."

6. Exhibit A, Paragraph IV. Payments, subparagraph A. (but not including subparagraphs A.1 through A.6), of the Contract is deleted in its entirety and replaced with the following:

" 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.

Accommodation Code	Description	Rate		
		Period One	Period Two	Period Three
114- -204	Acute Day Adolescent/Child, Psychiatric Ages 12 through 17	\$1,025.00	\$1,025.00	\$1,025.00
114 – 204	Acute Day Adult, Psychiatric Ages 18 through 21 and 65 years and older	\$950.00	\$950.00	\$950.00
169	Administrative Day	Current DHCS Rate	Current DHCS Rate	Current DHCS Rate”

7. Exhibit A, Paragraph IV. Payments, subparagraph B.4, of the Contract is deleted in its entirety and replaced with the following:

“4. CONTRACTOR shall submit claims to DHCS’s fiscal intermediary for all services rendered for youth ages 12 – 17 years, adults aged 18 – 21 years, and older adults age 65+ years, pursuant to the Agreement, in accordance with the applicable invoice and billing requirements contained in WIC, Section 5778.”

8. Exhibit A, Paragraph IV. Payments, subparagraphs P. through R., of the Contract are deleted in their entirety and replaced with the following:

“P. INPATIENT BEHAVIORAL HEALTH SERVICES (IBHS) – COUNTY shall pay CONTRACTOR, at the following rates; provided, however, the total of all payments to CONTRACTOR and all other contract providers of IBHS Services shall not exceed COUNTY’s Aggregate Maximum Obligation for Period One, Period Two, and Period Three as specified in the Referenced Contract Provisions of the Agreement.

Physician/Psychologist Services for the IMD Exclusion Population (Adults aged 22 – 64 years old) – COUNTY shall include reimbursement for physician and psychologist services in County’s reimbursement to hospital providers in the daily rate payment to Hospitals. Hospital providers shall bill on behalf of the physician and/or psychologist providing services to County Clients and Hospital providers are responsible for ensuring that this reimbursement is provided to the physician and/or psychologist.

Description	Rate		
	Period One	Period Two	Period Three
Acute Day Adult, Psychiatric Ages 22 through 64 years	\$950.00	\$950.00	\$950.00
Administrative Day	Current DHCS Rate	Current DHCS Rate	Current DHCS Rate

1. CONTRACTOR shall bill ADMINISTRATOR at the rate of \$950.00 per bed day for Orange County Medi-Cal beneficiaries admitted who are between the ages of 22 and 64 years of age and who meet the medical necessity for acute inpatient hospital services and the criteria approved by DHCS and the guidelines under Title 9, Chapter 11, Section 1820.202.

2. CONTRACTOR shall bill ADMINISTRATOR at DHCS set Administrative Day Rate for Orange County beneficiaries admitted between 22 and 64 years of age who no longer meet the medical necessity for Acute Day reimbursement, contingent upon CONTRACTOR documentation of services that qualify for Administrative Day reimbursement.

3. Rates are inclusive of all psychiatric inpatient hospital services and shall constitute payment in full for the services provided to the age group 22 through 64 years of age.

4. COUNTY will pay for ambulance or medical van transportation to and from designated mental health or health facilities for COUNTY Clients receiving services in accordance with the County's Medical Transportation contract.

5. CONTRACTOR's invoice shall be 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.

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

a. Approve the claim if medical necessity criteria are present for the requested reimbursement period.

b. Deny the claim if medical necessity criteria are not present for the requested reimbursement period.

7. 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.

8. CONTRACTOR shall make a good faith effort to bill and collect the full extent of coverage those claims covered by all known third-party, primary, or other insurance or third party-payors (including client fees) for hospital services provided.

9. If CONTRACTOR, during the term of the Agreement, identifies and receives reimbursement from a third party, primary or other insurance claim for services reimbursed through this or any prior Agreement, CONTRACTOR shall, within thirty (30) calendar days of receipt, reimburse COUNTY an amount equal to the payment for the services paid by COUNTY to CONTRACTOR or the third party, primary or other insurance claim payment, whichever is less.

10. If any reimbursement due COUNTY is not paid by CONTRACTOR in accordance with subparagraph P.8 above, ADMINISTRATOR shall reduce CONTRACTOR's payment by an amount not to exceed the amount to be reimbursed.

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

9. Exhibit A, Paragraph V. Reports, of the Contract is deleted in its entirety and replaced with the following:

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

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

10. Exhibit A, Paragraph VI. Services, subparagraphs B. through F., of the Contract are deleted in their entirety and replaced with the following:

“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.

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 psychiatric evaluation shall include a psychiatric history, diagnosis, and be completed in accordance with the current DSM/ICD-10;

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

2. Assessment for voluntary and involuntary treatment;

3. Ongoing psychiatric re-evaluation and daily rounds by psychiatrists;

4. Daily face to face and documented progress notes by psychiatrists on all COUNTY clients.

5. 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) within 48 hours.

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

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

8. Initiation of an ITP of each new Client within twenty-four (24) hours of admission;
9. 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;
10. Medication Services, including ongoing psychiatric medication evaluation and monitoring.
11. Nursing, psychological, and social interventions compatible with ITPs;
12. 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;
13. 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.;
14. Activities therapy;
15. Crisis Intervention;
16. Education and supportive services, including psychoeducational support, to COUNTY clients and family/support networks;
17. Transportation Services;
18. Appropriate one-on-one, Client-to-staff counseling as appropriate to the diagnosis and ITP;
19. Daily rounds and progress notes by psychiatrists on all Clients;
20. Develop strategies to advance trauma-informed care and accommodate the vulnerabilities of trauma survivors.
21. 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.
22. 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.

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

24. 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 medication list, 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 contact COUNTY clinics daily, 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. On-call psychiatric and medical specialist coverage twenty-four (24) hours per day, seven (7) days per week.

8. Daily evaluation and documentation by the treating psychiatrist for each day of psychiatric service.

9. 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 medication list, and any medical consults.

10. 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.

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

12. 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)."

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 shall prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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

Phillip Franks	CEO
_____ Print Name	_____ Title
<i>Phillip Franks</i> DocuSigned by: 704E234E4725436... Signature	11/16/2022
_____	_____ Date

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

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	_____ Title
_____ Signature	_____ Date

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

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
<i>Brittany McLean</i> DocuSigned by: 9713A4061D4343D... Signature	11/16/2022
_____	_____ Date