AMENDMENT NO. 1 TO THE CONTRACT WITH BHC HERITAGE OAKS HOSPITAL, INC., D/B/A HERITAGE OAKS HOSPITAL (RES. 24-212)

THIS AMENDMENT is executed this May 13, 2025 by and between BHC HERITAGE OAKS HOSPITAL, INC., D/B/A HERITAGE OAKS HOSPITAL hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County." Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on May 28, 2024, per RES 24-212; and

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

WHEREAS, due to increased need the parties desire to amend their Agreement to revise Exhibit "A" Schedule of Services to incorporate Day Treatment Intensive and Rehabilitative Programs, increase the contract price from $300,000 to $500,000 (an increase of $200,000), extend the contract termination date from June 30, 2025 to June 30,2026, and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price and a term extension to June 30, 2026.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of 4/15/2025.
2. That Maximum Contract Price, shall be amended to the following: $500,000.
3. That the Schedule of Services, Exhibit "A" is amended to the revised Exhibit "A" attached hereto and incorporated herein.
4. That the Contract Termination Date is amended to the following: June 30, 2026.
5. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By:_____
Chair of the Board of Supervisors

ATTEST:

By:_____
Clerk of the Board

CONTRACTOR:

By: _____
BHC Heritage Oaks Hospital, Inc., d/b/a
Heritage Oaks Hospital
4250 Auburn Boulevard
Sacramento, California 95841

EXHIBIT A-1
SCHEDULE OF SERVICES
INPATIENT PSYCHIATRIC HOSPITALIZATION
BHC HERITAGE OAKS HOSPITAL, INC., D/B/A HERITAGE OAKS HOSPITAL

Nevada County Behavioral Health hereinafter referred to as COUNTY, and BHC Heritage Oaks Hospital, Inc., hereinafter referred to as CONTRACTOR, agree to enter into a specific contract for providing 24-hour Locked Acute Inpatient Mental Health Services for residents of Nevada County who meet criteria for 5150 placement and are deemed appropriate by COUNTY.

CONTRACTOR assumes full responsibility for provisions of all psychiatric inpatient services performed by CONTRACTOR or its delegates in accordance with regulations adopted pursuant to Section 5775, et seq., of the W & I Code.

CONTRACTOR shall provide and maintain facilities and professional, allied and supportive paramedical personnel to provide all necessary psychiatric inpatient mental health services.

CONTRACTOR shall provide and maintain the administrative capabilities to carry out its duties under this Agreement and meet applicable statutes and regulations pertaining to delivery of inpatient mental health services.

CONTRACTOR represents and warrants that it is currently, and for the duration of this Contract shall remain licensed as a general acute care hospital of acute psychiatric care in accordance with Sections 1250 et seq. of the Health and Safety Code and licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.

Nondiscrimination:

Personnel employment and services under this Contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Inpatient Mental Health Services:

COUNTY clients – adults and adolescents (12 and over) admitted to CONTRACTOR'S facility under Welfare and Institutions Code 5150 shall receive clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary and shall include:

- Semi-private room accommodations, including bed, board, and related services.
- Twenty-four hour nursing care.
- Physical and mental examination for assessment and diagnosis.
- Crisis intervention services.
- Administration and supervision of the clinical use of psychotropic medications.
- Individual and group psychotherapy.
- Art, recreational, and vocational therapy.
- Clinical laboratory services which may include pharmacological drug screen and urinalysis; pharmacy with registered pharmacist; psychiatric nursing services.
- Social Services.
- Services of psychiatrist and/or psychologist are included in this contract (unless otherwise specified).
- Individualized Treatment Plan.

All treatment plans shall be developed, implemented and monitored by a multi-disciplinary team. The team shall consist of at least the CONTRACTOR'S Medical Director or designee, either a Social Worker or Psychologist, and a Registered Nurse. This team shall also include other mental health professionals as assigned by the COUNTY (e.g., Case Manager) who shall have aftercare responsibilities for the client.

Discharge Planning and Aftercare Linkages:

CONTRACTOR'S discharge planner shall provide appropriate linkages for all COUNTY clients in collaboration with COUNTY. The discharge planner shall notify COUNTY of client's pending discharge date in a timely manner with as much advance notice as possible and shall contact COUNTY prior to client's discharge and arrange for a follow-up appointment at COUNTY's Behavioral Health Clinic. Discharge planner shall fax discharge note to COUNTY on date of discharge including discharge orders and medications.

Concurrent Review:

Per the DHCS Behavioral Health Information Notices (BHIN) BHIN 22-017 (and if applicable per previous guidance in BHIN 19-026), MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, part 438.910).

Given these policy changes, Nevada County has contracted with CalMHSA, who currently subcontracts with Acentra Health, to conduct concurrent review and authorization of inpatient psychiatric hospital services on behalf of multiple California County MHPs.

CONTRACTOR agrees to use the web-based utilization review platform to submit initial notification of placement, requests for authorization, and concurrent review documentation. Treatment Authorization Requests from psychiatric inpatient hospitals should also be submitted through the web-based platform.

1. Within twenty-four (24) hours of admission, CONTRACTOR shall notify the COUNTY of admission via the web-based utilization review platform and shall provide all pertinent information available to determine fiscal responsibility of the person and to request initial authorization. If, upon admission, a

beneficiary is in a psychiatric emergency medical condition, as defined in Health & Safety Code section 1317.1(k), the time period for the hospital to request authorization shall begin when the beneficiary's condition is stabilized, as defined in Health & Safety Code section 1317.1(j). For emergency care, no prior authorization is required, following the reasonable person standard to determine that the presenting complaint might be an emergency.

2. Within twenty-four (24) hours of completion of the Psychiatric History/Initial Psychiatric Evaluation, CONTRACTOR shall submit the information to the county via the web-based utilization platform.

3. Prior to the end of each period for each Client for whom Admitting County authorizes continued acute or administrative stay, CONTRACTOR shall utilize the web-based platform to submit to Admitting County all available psychiatry notes, nursing notes, treatment/service/care plan and social worker notes for services provided during the expiring authorization period. Admitting County requests information from CONTRACTOR that is reasonably necessary to decide whether to grant, modify or deny the request for continued acute or administrative stay, including relevant client and clinical information as needed to complete concurrent review procedures and for discharge planning and aftercare support.

4. CONTRACTOR'S failure to provide concurrent review documentation may result in Admitting County's withholding authorization or payment for the period of hospitalization.

5. COUNTY may revise this Concurrent Review section upon receipt of new guidance from the State and/or agreement between COUNTY and CONTRACTOR. Such changes shall be memorialized via a letter signed by CONTRACTOR and acknowledged via letter by COUNTY, and shall not require a contract amendment, unless specifically requested by Admitting County or required by State or federal law, regulation, or other requirement.

Other Contractor Responsibilities:

CONTRACTOR shall accept admission 24 hours per day, seven days per week, of persons referred under Section 5150 of the W& I Code by County's Mental Health Director or designee or County's Crisis Team, subject to bed availability and compliance with Contractor's usual policies and procedures, including meeting medical necessity criteria.

Should a County resident present himself/herself at CONTRACTOR'S facility requesting admission, CONTRACTOR'S Needs Assessment Team will evaluate for 5150 admission. The Needs Assessment Team shall immediately consult with COUNTY'S Crisis Team to complete the final authorization process.

If, after admission, client is determined to have third party payor, CONTRACTOR shall request payment authorization from the identified third party payor source or arrange transportation to appropriate facility. COUNTY shall remain liable for services provided on day of admission and through client's transfer if third party refuses to pay Contractor. If after admission, client is determined not be a resident of Nevada County, CONTRACTOR shall arrange for client to be transported to County of choice/residency or arrange for financial reimbursement from County of residency.

CONTRACTOR'S attending clinician, MD or psychologist, shall provide admission orders, as deemed appropriate by such professional, for clients referred by COUNTY'S Medical Director or designee of COUNTY'S Crisis Team. If psychologist designated, consultation and medication management must be provided by a psychiatrist.

CONTRACTOR shall develop and maintain policies and procedures specifically to include but not

limited to:

a. Admission, treatment, and discharge of involuntary clients
b. Reviewing adverse incidents and unusual occurrences, including notification of County in a timely manner.
c. Accessing and intervening in all high-risk behaviors, including but not limited to suicide precaution, assault precautions and elopements.

CONTRACTOR shall assure inpatient staff are trained in and will properly implement Seclusion and Restraint Procedures, including documentation.

CONTRACTOR'S Medical Director or designee shall prepare for legal proceeding and court testimony in response to the following:

- Writs of Habeas Corpus: Superior Court Due Process Hearing to determine whether a client should remain at facility involuntarily or be discharged.

- Certification Review/Probable Cause Hearing: Informal Due Process Hearing to determine whether hospital has probable cause to continue to involuntarily detain person on 14-day certification.

- Capacity Hearings: Hearing to determine whether client is capable of making informed consent to psychotropic medications.

- Minor's Clinical Review – Minor's Hearing after admission to determine whether further inpatient treatment is appropriate.

CONTRACTOR shall comply with all requirements of the Certification Review Hearings, Capacity Hearings, and Minor's Clinical Review as specified in the Welfare and Institutions Code. Specifically, the CONTRACTOR shall provide an appropriate location to conduct various hearings and shall designate a person to present evidence in support of the particular hearing.

CONTRACTOR shall provide a Patients' Rights Advocate for COUNTY clients pursuant to this Agreement. CONTRACTOR'S Patients' Rights Advocate shall represent COUNTY clients in all Certification Review Hearings. CONTRACTOR'S Patients' Rights Advocate shall be available in all circumstances related to client's rights, including but not limited to client or client's family requests for advocacy services, violation, or conflicts with regard to client's rights and matters involving Probable Cause Hearings.

CONTRACTOR shall provide for training of all Hearing Officers for Certification Review Hearings.

CONTRACTOR shall readily exchange client clinical, demographic, and financial information related to this Agreement, as requested by COUNTY. The CONTRACTOR shall meet all of the documentation exchange requirements of the pending Informational Notice, Authorization of Speciality Mental Health Services, specifically requirements of Concurrent Review for Psychiatric Inpatient Hospitalization, upon its final approval by the California Department of

Health Care Services.

CONTRACTOR shall provide COUNTY with copy of the following medical records for each discharged client no later than 14 days from the date of discharge of each client admitted pursuant to this agreement, unless the patient or their legal representative denies consent or such disclosure is

otherwise not permitted under applicable law.

- Five Axis Diagnosis
- Medications used during stay
- Treatment Plan (during this hospitalization) including medical necessity
- Course of treatment while hospitalized
- Any testing done and results
- Physician signature
- If client was out of facility during the stay provide chart notes
- Aftercare Plan

County Responsibilities:

COUNTY shall designate CONTRACTOR'S facility for 72-hour detention and treatment of the mentally ill in accordance with the W & I Code Section 5150 and Section 820 of Title 9 of the California Administrative Code so long as CONTRACTOR agrees to and is capable of providing appropriate program for COUNTY'S clients.

COUNTY'S Behavioral Health Director, designee or Crisis Team shall not authorize transportation of persons detained under W & I Code Section 5150 to CONTRACTOR'S facility without contacting CONTRACTOR'S Medical Director or designee and Receiving.

COUNTY shall provide, through COUNTY Behavioral Health Director or designee or Crisis Team, emergency evaluations for 5150 admission, 24 hours per day, seven days per week.

COUNTY agrees to provide:

- COUNTY shall notify CONTRACTOR of their intent to admit a COUNTY client to CONTRACTOR'S facility.

- Consultation to CONTRACTOR'S inpatient facility.

- Collaboration regarding discharge planning and placement.

- Documentation pre-admission medical clearance by a physician licensed to practice medicine in the State of California for clients referred for admission
  averring that the client is free from medical complications and appropriate for treatment in non-medical facility.

- COUNTY will coordinate services of all agencies for COUNTY clients.

- COUNTY shall provide liaison to attend Treatment Team meetings at CONTRACTOR'S facility.

- In order to establish financial responsibility, COUNTY shall collaborate with CONTRACTOR in completion of financial assessment forms with the client, the parent/guardian and/or the COUNTY representative as requested after admission. COUNTY shall furnish CONTRACTOR with pertinent financial information that COUNTY has available.

- COUNTY'S liaison shall assist in the preparation of court cases for COUNTY clients who require Writ Hearings. COUNTY liaison shall be responsible for the

identification and attendance of needed witnesses.

- COUNTY shall be responsible for filing initial and renewal conservatorships for COUNTY clients.

- COUNTY shall be responsible for coordinating placement of all COUNTY clients after 5150 hold.

- COUNTY shall be responsible for transporting COUNTY clients to CONTRACTOR'S facility. COUNTY shall be responsible for transporting clients from CONTRACTOR'S facility to placement facility at time of discharge. Transportation may be provided by: COUNTY staff, Conservator, family or friends or ambulance to placement facility, depending on individual client need and availability of resources.

- COUNTY shall readily exchange client clinical, demographic, and financial information related to this Agreement.

- COUNTY shall not be financially responsible for any 5150 referral hospitalized patient that does not meet medical necessity criteria for an Inpatient Hospitalization or Administrative Day (per pending Informational Notice, Authorization of Specialty Mental Health Services, specifically requirements of Concurrent Review for Psychiatric Inpatient Hospitalization, upon its final approval by the California Department of Health Care Services) and without prior authorization by COUNTY Behavioral Health Director or designee.

- COUNTY shall not pay for Chemical Dependency Services.

Joint Responsibilities:

CONTRACTOR AND COUNTY agree to:

1. Coordinate to ensure appropriate admission, treatment, discharge, aftercare planning and linkage based on individual patient need and the availability of resources.

2. Develop protocol for resolving potential disputes, disagreements and/or misunderstandings regarding these services.

3. COUNTY'S Behavioral Health Director or designee and CONTRACTOR'S Medical Director or designee, shall be responsible for meeting to review all aspects of patient care and services for the purpose of assuring compliance with this contract.

4. The parties to this contract shall comply with applicable laws, regulations and State policies relating to patients' rights.

5. Designated staff shall convene as needed in specific problem solving groups.

Both parties agree that COUNTY patients may be placed by COUNTY in CONTRACTOR'S facility, subject to CONTRACTOR'S usual admissions policies and procedures; however, CONTRACTOR recognizes that COUNTY is under no obligation to place any patients in CONTRACTOR'S facility.

EXHIBIT A-2
SCHEDULE OF SERVICES
DAY TREATMENT INTENSIVE AND REHABILITATIVE PROGRAMS
BHC HERITAGE OAKS HOSPITAL, INC., D/B/A HERITAGE OAKS HOSPITAL

OVERVIEW

The Day Treatment programs are designed to provide structured, intensive mental health services to individuals who require a higher level of care than outpatient services but do not need 24-hour inpatient care. The programs aim to support individuals in achieving stability and improving their overall functioning through a combination of therapeutic activities, skill-building, and support services through Intensive and Rehabilitative program options. All providers of Day Treatment Intensive and Day Rehabilitation shall meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

STAFFING REQUIREMENTS

Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9, section 1840.350, for Day Treatment Intensive, and Cal. Code Regs., tit. 9 section 1840.352 for Day Rehabilitation.

For Day Treatment Intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy. Additionally, it is required that at least one program staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation. In accordance with Title 9, California Code of Regulations, Section 1840.350, the program is staffed by a multidisciplinary team that includes:

- Licensed Mental Health Professionals: These include psychiatrists, psychologists, licensed clinical social workers (LCSWs), Licensed Professional Clinical Counselor (LPCCs), Licensed Drug and Alcohol Counselors (LADAC) and licensed marriage and family therapists (LMFTs) who provide clinical oversight and direct therapeutic services along with associate clinical social workers (ASCWs), associate marriage and family therapists (AMFTs), associate professional clinical counselors (LPCCs), and Certified Drug and Alcohol Counselors (CADAC).
- Mental Health Rehabilitation Specialists: These staff members assist with the development and implementation of wellness and rehabilitation plans and provide support in educational and skill-building activities along with discharge planning.
- Support Staff: This includes case managers, peer support specialists, and administrative personnel who assist with the coordination of care and program operations.

Differences in staffing requirements for Day Treatment Intensive and Day Rehabilitation include:
For Day Treatment Intensive, at a minimum, there must be an average ratio of at least one staff to 8 clients in attendance during the period the program is open. Other staff may be utilized according to program need but shall not be included as part of the ratio formula (Source: 9 CCR §1840.350).
For Day Rehabilitation, at a minimum, there must be an average ratio of at least one staff to 10 clients in attendance during the period the program is open. Other staff may be utilized according to program need but shall not be included as part of the ratio formula (Source: 9 CCR §1840.350).
For Day Treatment Intensive, at least one staff person whose scope of practice includes psychotherapy.

PROGRAM COMPONENTS

Day Treatment programs offer a range of services designed to meet the individual needs of participants, including:

1. Therapeutic milieu: This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide

feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children and adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.

2. Process Groups: These groups, facilitated by staff, shall assist each client to develop necessary skills to deal with their problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day Rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.
3. Skill-building Groups: In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.
4. Adjunctive Therapies: These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving client plan goals. Adjunctive therapies assist the client in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of Day Rehabilitation or Day Treatment Intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the client's needs.

In addition, Day Treatment Intensive provides:

- Psychotherapy: Psychotherapy means the use of psychological methods within a professional relationship to assist the client or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waivered staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.
- Mental Health Crisis Protocol: assures the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the Day Treatment Intensive or Day Rehabilitation program staff shall have the capacity to handle the crisis until the client is linked to an outside crisis service.
- Written Weekly Schedules: a detailed weekly schedule is made available to clients and as appropriate to their families, caregivers, or significant support persons and identifies when and where service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

<u>GOALS</u>

The primary goals of the Day Treatment programs are to:

- Stabilize acute psychiatric symptoms.
- Improve participants' ability to function in daily life.
- Reduce the need for hospitalization.
- Enhance the quality of life for individuals with serious mental health conditions.

PROGRAM DEFINITIONS

Day Treatment Intensive: CCR Title 9, § 1810.21:
Day Treatment Intensive is a structured, multi-disciplinary program of therapy that may be an alternative to hospitalization, avoids placement in a more restrictive setting, or maintains the individual in a community setting where services to a distinct group of individuals is provided. Services are scheduled for five (5) hours per day, five (5) days per week. Service activities may include but are not limited to:

- Assessment
- Plan Development
- Therapy
- Rehabilitation
- Collateral

Day Rehabilitation: CCR Title 9, § 1810.212:
Day Rehabilitation is a structured program of rehabilitation and therapy to improve, maintain, or restore personal independence and functioning consistent with requirements for learning and development, which provides services to a distinct group of individuals. Services are available for at least three hours and less than 24 hours each day the program is open. Service activities may include, but are not limited to:

- Assessment
- Plan Development
- Therapy
- Rehabilitation
- Collateral

(Day Treatment Intensive and Day Rehabilitation are defined under (9 CCR §1810.213) and 9 CCR §1810.212 respectively, as well as CA SPA 12-025.)

DOCUMENTATION REQUIREMENTS
Day Treatment Intensive and Day Rehabilitation programs must meet all documentation requirements outlined in BHIN 23-068 and include the following:

1. Providers shall complete at minimum a daily progress note for services that are billed on a daily basis (i.e., bundled services), such as Crisis Residential Treatment, Adult Residential Treatment, DMC/DMC-ODS Residential Treatment, and day treatment services (including Therapeutic Foster Care, Day Treatment Intensive, and Day Rehabilitation). If a bundled service is delivered on the same day as a second service that is not included in the bundled rate, there must also be a progress note to support the second, unbundled service. Daily progress notes may be signed by an LPHA, Registered/Waivered staff and Mental Health Rehabilitation Specialists. All other staff daily notes must be co- signed by an LPHA. With respect to the content and the structure of the daily progress note for both Day Treatment Intensive and Day Rehabilitation, the note should reflect the elements in BHIN 23-068as well as the following requirements that are specific to Day Treatment from the MHP Boilerplate contract:
    i. The total number of minutes/hours the client actually attended the program.
    ii. If the client was unavoidably absent and does not attend all of the scheduled hours of the Day Treatment Intensive program, there must be a separate entry in the client medical record that documents the reason for the unavoidable absence and the total time the client actually attended the program.
2. Day Treatment Programs must include documentation of at least one contact per month with a family member, caregiver or other significant support person identified by an adult client, or one contact per month with the legally responsible adult for a client who is a minor. Adult clients may decline this service component. The contacts should focus on the role of the support person in supporting the client's community reintegration. The Contractor shall ensure that this contact

occurs outside hours of operation and outside the therapeutic program for Day Treatment Intensive and Day Rehabilitation.

3. Providers shall create progress notes for the provision of all Medi-Cal behavioral health delivery system services. Each progress note shall provide sufficient detail to support the service code(s) selected for the service type(s) as indicated by the service code description(s).
    i. Should more than one provider render a service, either to a single member or to a group, at least one progress note per member must be completed. The note must be signed by at least one provider. The progress note shall clearly document the specific involvement and duration of direct patient care for each provider of the service.
4. Progress notes for all non-group services shall include:
    i. The type of service rendered.
    ii. The date that the service was provided to the member.
    iii. Duration of direct patient care for the service.
    iv. Location/place of service.
    iv. A typed or legibly printed name, signature of the service provider, and date of signature.
    v. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
    vi. A brief summary of next steps.
5. For group services:
    i. When a group service is rendered, a list of participants is required to be documented and maintained by the provider.
    ii. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group, and includes the information listed in (2)(i-v) above. The progress note for the group service encounter shall also include a brief description of the member's response to the service.
6. Generally speaking, the contents of the progress note shall support the service code(s) selected and support effective clinical care and coordination among providers. Notes shall include the minimum elements described in (2) or (3) above, but the nature and extent of the information included may vary based on the service type and the member's clinical needs. Some notes may appropriately contain less descriptive detail than others. If information is located elsewhere in the clinical record (for example, a treatment plan template), it does not need to be duplicated in the progress note.
7. Providers shall complete progress notes within three (3) business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

ATTENDANCE REQUIREMENTS

The client is expected to be present for ALL scheduled hours of operation for each day. In addition, a day Treatment Program consists of the following:

- Half day: minimum of 3 face-to-face program hours (excluding breaks and meals).
- Full day: more than 4 face-to-face program hours (excluding breaks and meals).

UNAVOIDABLE CLIENT ABSENCES

Entire full or half days of day treatment/rehabilitation services may be claimed only if:

1. The client was present for at least 50% of the program time on a given day, and
2. A progress note must be entered in the client record documenting the reason for the unavoidable absence and the total time (number of hours and minutes) the client actually attended the program that day (e.g., 3 hours, 58 minutes; see SMHS Boilerplate Contract 2022-2027, Exhibit A – Attachment 2, Requirements for Day Treatment).
    a. Examples include:
        i. Family emergency
        ii. Client became ill

iii. Court appearance
iv. Appointment that cannot be rescheduled (note needs to explain why an appointment cannot be rescheduled)
v. Family event (e.g., funeral, wedding)
vi. Transportation issues.

3. And a second progress note must be entered that documents the services provided, the client response, etc.

In cases where absences are frequent, a provider must re-evaluate the client's need for the Day Rehabilitation or Day Treatment Intensive program and take appropriate action.

ELIGIBILITY AND AUTHORIZATION

The program is open to Nevada County residents who meet the criteria for specialty mental health services and who are referred by a Nevada County Behavioral Health provider. Prior Authorization from Nevada County is required.

Day Treatment services must be authorized by Nevada County Behavioral Health prior to delivery and claiming

- Day Treatment Intensive services must be reauthorized at least every three months.
- Day Rehabilitation must be reauthorized at least every six months;

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
BHC HERITAGE OAKS HOSPITAL, INC., D/B/A HERITAGE OAKS HOSPITAL

Notwithstanding any other provision of the contract, in no event will the cost to the County for services provided herein exceed the maximum amount of $150,000 for fiscal year 2023/24, $150,000 for fiscal year 2024/25 and $200,000 for fiscal year 2025/26 for a total contract maximum of $500,000 for the contract term of July 1, 2023 through June 30, 2026.

The maximum rates are as follows:

	23/24	24/25	25/26
Medi-Cal Rates			
Inpatient Psychiatric Day, excluding Physician Support Services	1,022.00	1,155.98	1,155.98
Hospital Administrative Day	817.64	817.64	842.91
Daily Rate for Physician Support Services, when provided	105.00	105.00	108.24
Day Treatment Intensive:			
Full Day	N/A	547.26	564.17
Half Day	N/A	364.84	376.12
Day Rehabilitation:			
Full Day	N/A	218.93	225.70
Half Day	N/A	145.94	150.46
Professional Fee	N/A	150.00	154.50
Short-Doyle Rates			
Hospital Inpatient, with Psychiatric Support Services	1,324.00	1,324.00	1,364.91
Hospital Inpatient Day 22-64 yrs old (includes Psychiatric Support Services)	1,324.00	1,324.00	1,364.91
Hospital Administrative Day			
Without Psychiatric Support Services	817.64	817.64	842.91
With Psychiatric Support Services	922.64	922.64	951.15

Attending physician fees for Managed Medi-Cal shall be billed separately. In the event Host County (Sacramento County) or State (DHCS) sets a new allowable rate for inpatient care at a new rate whichever is greater, COUNTY agrees to pay the new rate to CONTRACTOR. CONTRACTOR will notify COUNTY in the event the Host County (Sacramento County) or State (DHCS) sets a new allowable rate for inpatient care.

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

For clients under Involuntary Detention (5150) with other types of insurance who have a self-pay and/or deductible, COUNTY shall pay the self-pay or annual deductible not to exceed the rate of service of $770.00 per patient day. If self-pay portion exceeds COUNTY'S rate of $770.00 per patient day, CONTRACTOR shall accept COUNTY'S rate as contractual allowance.

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

The rate per day covers services provided for 72-hour treatment and evaluation detentions; 14-day intensive treatment certifications; 30-day intensive treatment certifications; and 180-day post-certification intensive treatment proceedings. If a client, who is admitted under 5150 criteria changes to a voluntary status during the initial 72 hours, County shall reimburse Contractor for the 72 hours.

If COUNTY sends client under 5150, COUNTY is responsible for first 72 hours even if client goes to voluntary status during the first 72 hours. After the first 72 hours, COUNTY authorization is required for payment of additional days for clients on voluntary status. CONTRACTOR shall contact COUNTY'S Access Team for payment approval. If it is determined that a client referred under 5150 has other payment resources available, CONTRACTOR shall notify COUNTY during the first 72 hours of care of such resources. Additional days must be pre-approved for payment by COUNTY'S Access Team. If client is not a Nevada County resident, COUNTY shall only be responsible for first 72 hours of care. And will use its best efforts to assist Contractor to obtain authorization and reimbursement from the client's county of residence.

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

Applicable Fees:

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

CONTRACTOR shall be entitled to bill and collect from a client for un-reimbursed costs not to exceed

the client's liability as determined by UMDAP.

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

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

(1) serious jeopardy to the health of a patient, including a woman or her unborn child;

(2) serious impairment to bodily functions;

(3) serious dysfunction of any bodily organ or part;

(4) with respect to a pregnant patient, there is either (i) inadequate time to affect safe transfer to another hospital before delivery, or (ii) transfer may pose a threat to the health or safety of the patient or her unborn child, or (iii) there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.

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

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