



RESOLUTION No. 24-214

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE CONTRACT WITH CF MERCED BEHAVIORAL DBA MERCED BEHAVIORAL CENTER FOR SKILLED NURSING SERVICES, PLUS LONG-TERM 24-HOUR TREATMENT PROGRAM SERVICES FOR CHRONIC MENTALLY ILL CLIENTS TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$160,000 TO \$500,000 (AN INCREASE OF \$340,000), AMEND EXHIBIT A TO ADD THEIR BEHAVIORAL TRANSITIONAL CARE UNIT SERVICE LEVEL AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF JULY 1, 2023, TO JUNE 30, 2025 (RES 23-352)

WHEREAS, on July 11, 2023, per Resolution 23-352, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with CF Merced Behavioral DBA Merced Behavioral Center for continuance of 24-hour long-term adult psychiatric care and supervision for referred Nevada County clients; and

WHEREAS, CF Merced Behavioral DBA Merced Behavioral Center provides intensive services and supports to clients who are significantly impacted by their mental health condition; Merced Behavioral Center offers this treatment and supervision in a secure facility; and

WHEREAS, the parties desire to amend their Agreement increase the maximum contract price from \$160,000 to \$500,000 (an increase of \$340,000), amend Exhibit A to add language for their Behavioral Transitional Care Unit and revise Exhibit "B", Schedule of Charges and Payments to reflect the increase in the maximum contract price for the term of July 1, 2023, to June 30, 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 by and between the County and CF Merced Behavioral DBA Merced Behavioral Center, in the maximum amount of \$500,000 for the of July 1, 2023, to June 30, 2025, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada

Funds to be disbursed from account: 1589-40110-493-88201/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of May 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Susan Hoek,
Lisa Swarthout and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

**AMENDMENT #1 TO THE CONTRACT WITH
CF MERCED BEHAVIORAL DBA MERCED BEHAVIORAL CENTER
(Res 23-352)**

THIS AMENDMENT is executed this 28th day of May, 2024, by and between CF MERCED BEHAVIORAL DBA MERCED BEHAVIORAL CENTER, 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 July 11, 2023 per Resolution RES 23-352; and

WHEREAS, the Contractor operates skilled nursing services, plus long-term 24-hour treatment program services for chronic mentally ill clients; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$160,000 to \$500,000 (an increase of \$340,000), amend Exhibit A to add service level and language for their Behavioral Transitional Care Unit and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of December 1, 2023.
2. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
3. That Maximum Contract Price shall be amended to the following: \$500,000.
4. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
5. 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: U.S.V.
Hardy Bullock
Chair of the Board of Supervisors

CONTRACTOR:

By: Jeri Allgood
Jeri Allgood (May 7, 2024 14:42 PDT)
CF Merced Behavioral LLC

ATTEST:

By: me ll
Clerk of the Board

EXHIBIT A
SCHEDULE OF SERVICES
CF MERCED BEHAVIORAL DBA MERCED BEHAVIORAL CENTER

I. IMD BASIC CARE SERVICES

Basic Services consist of usual and customary Skilled Nursing Facility services plus those services that are included in Special Treatment Programs as contained in Title 22 of the California Code of Regulations, Section 72443-72475.

Special Treatment Programs are designed to service clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These clients require constant supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one or more of the following areas: self help skills, behavioral adjustment, interpersonal relationships, pre-vocational preparation and alternative placement planning.

Facilities shall have the capability of providing all the following services. However, services provided to individual clients will be dependent upon the client's specific needs as identified in the client's treatment plan.

1. Self-Help Skills Training. This shall include but not be limited to:
 - a. Personal care and use of medications
 - b. Money management
 - c. Use of public transportation
 - d. Use of community resources
 - e. Behavior control and impulse control
 - f. Frustration tolerance
 - g. Mental Health education
 - h. Physical fitness

2. Behavior Intervention Training. This shall include but not be limited to:
 - a. Behavior modification modalities
 - b. Re-motivation therapy
 - c. Client government activities
 - d. Group counseling
 - e. Individual counseling

3. Interpersonal Relationships. This shall include but not be limited to:
 - a. Social counseling
 - b. Educational and recreational therapy
 - c. Social activities such as outings, dances, etc.

4. Prevocational Preparation Services. This shall include but not be limited to:
 - a. Homemaking
 - b. Work activity
 - c. Vocational counseling

5. Pre-release Planning
Out-of-home placement

6. Direct Services

A minimum average of 27 hours per week of direct group or individual program service will be provided for each client.

II. Behavioral Transitional Care Unit

The Behavioral Transitional Care Unit (BTCU) at Merced Behavioral Center is a specialized unit designed to offer an elevated level of psychiatric care for conservatees, distinct from our Main Housing Unit (MHU).

The following enhanced services support conservatees needing more intensive care and behavioral management.

A. Enhanced Services:

1. Higher staffing ratio
2. Increased monitoring frequency
3. Specialized treatment programs

B. Staffing and Expertise:

1. Staff trained in MABPRO, which is focused on managing more complex psychiatric behaviors.
2. 50% increase in counseling staff and services compared to the MHU, ensuring a personalized care approach.
3. dedicated RN Supervisor,
4. CNA Supervisor,
5. Activities Assistant,
6. Special Treatment Program Manager.
7. Dedicated Psychiatrist specializing in highly challenging behavior.

C. Specialized Treatment Programs: BTCU will primarily focus on Dialectical Behavioral Therapy to address the specific challenges faced by BTCU residents.

D. Resident Accommodations and Activities: The BTCU has a dedicated Activities Assistant, providing recreational and social activities tailored to the needs of BTCU residents.

E. Enhanced Behavioral Interventions:

1. Residents who are part of the programming in the BTCU also encompass other individualized behavioral interventions whose costs are absorbed by the facility.
2. This includes being provided automatically with cigarettes if they have a nicotine dependence.

F. Increased Frequency of Care: Interdisciplinary Team will determine frequency of psychiatric evaluations and therapy sessions needed, with the option of more frequent visits if deemed appropriate.

G. Advanced Behavioral Monitoring: Checks every 30 minutes with the flexibility to increase to every 15 minutes.

H. Transition and Discharge Planning

1. The BTCU introduces a novel level system, allowing for gradual transition from higher to lower care levels, culminating in a hybrid stage with the MHU.
2. This system is designed to provide a smoother transition compared to the standard practices in the MHU, as well as help identify the resident's readiness for a lower level of care before transitioning.

I. Collaboration with County Behavioral Health Services

1. Regular and detailed communication with county behavioral health services tailored to the needs and requests of the collaborative agencies.
2. Weekly and monthly reports
3. Immediate notifications for any change in conditions, and updates to interdisciplinary team notes.

J. Safety and Crisis Management

1. The BTCU's crisis management protocols, bolstered by MABPRO training and higher staffing ratios, offer a robust safety net.
2. For challenging cases that rises above the capabilities of the BTCU, the BTCU has a streamlined process working with the local Psychiatric Health Facility for emergency stabilization in order to avoid failure of placement.

III. COMBINED SERVICES

A. Applicable Records and Reports

1. Contractor shall maintain adequate patient records on each individual patient served under the terms of this Agreement which shall include intake information and a record of services provided by Contractor's personnel in sufficient detail to permit an evaluation of services.
2. Contractor shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true costs of services rendered.
3. All patient and financial records shall be available for inspection and audit by the designated auditor of the County or the State Department of Health Services at reasonable times during normal business hours. Upon expiration or termination of this Agreement, all patient and financial records shall be retained by Contractor for a minimum period of four (4) years or until audit findings are resolved, whichever is later.
4. At all times during normal business hours, the State Department of Health Care Services, the County or the Behavioral Health Director, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Contractor which pertain to services performed and determination of amounts payable under this Agreement.
5. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.
6. Contractor shall submit a year-end program summary and evaluation in a format to be provided by County.
7. Contractor shall provide County with a year-end cost settlement report no later than sixty (60) days after the close of each fiscal year as determined by the term of this Agreement.
8. Contractor shall provide County Client Data System's hard copy report monthly by the 25th of each month following month of services.

B. Admission Policies

The client population to be served is adults with chronic mental illness in need of long-term 24-hour psychiatric services.

1. In order for proper reimbursement all referrals to Contractor must be authorized by County Behavioral Health Director or his/her designee.
2. If admission is denied, the County Behavioral Health Director or his/her designee shall be immediately notified and shall be informed of the reasons leading to the denial.
3. Policies and procedures for admission shall be written by Contractor based on this Agreement. Policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, or physical or mental handicap. 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 handicapped persons.

C. Bed Holds

In return for Contractor holding a bed for a County-referred patient, County agrees to pay a rate comparable to the Medi-Cal rate per day for each day the bed is held.

County and Contractor agrees that procedure for authorization of a bed hold and reimbursement for same shall be as follows:

1. County will screen referral to Contractor for appropriateness, complete required documentation, and forward to Contractor's Program Director.
2. Contractor will accept referral, as appropriate, and if a bed is not available, will place patient on waiting list.
3. As soon as Contractor has a bed available that will meet the needs of County's patient, Contractor will notify County by phone that the bed is available for patient on the waiting list.
4. Notification of bed availability by Contractor must be made to the County's Case Manager assigned to Contractor, or in his/her absence, to County's Program Manager for Continuing Care. Contractor will hold the bed until the County's patient arrives, up to seven days, and the County is thereby agreeing to reimburse Contractor at the daily Medi-Cal rate for each day the bed is held up to seven (7) days.
5. Contractor's monthly claim to County shall include the number of patient days to be paid at this rate, the patient's name and the name of County staff authorizing the bed hold.

D. Miscellaneous Special Provisions

1. If acute psychiatric or medical care is indicated, Contractor will be responsible for admission of the patient to an acute inpatient facility either for medical care, or acute psychiatric care.

2. Ongoing case management services remain the responsibility of the County.
3. If County representative or Contractor deems patient is no longer appropriate for this psychiatric program placement of patient remains the responsibility of County.
4. Any transportation costs incurred that are not covered by third party reimbursement is the responsibility of County.
5. The parties to this Contract shall comply with applicable laws, regulations and State policies relating to patients' rights.

E. Changes in Level of Services

In conjunction with the Behavioral Health Director or his/her designee, Contractor will reassess each County client at least every ninety (90) days to determine current level of functioning and individual program needs.

Contractor shall submit a quarterly evaluation and assessment to Director using Form CHI 231 - "Certification for Special Treatment Program Services" for Director's approval for continued services. This report shall clearly document client's current level of functioning and continued program needs. If Director disagrees with Contractor's quarterly evaluation and assessment, Director shall contact facility requesting modified treatment plan to be submitted before continued treatment will be authorized.

F. Prior Authorization

1. Form

County shall develop a prior authorization form which must be completed for each client admitted by Contractor under this Agreement. At a minimum, this form shall contain a clear client identification, admission date, County approval of the admission, Contractor commitment to reimburse Contractor for care as set forth in this Exhibit.

2. Process

County liaison shall provide Contractor with a completed authorization form prior to each client admission. A client may be admitted without a completed authorization form on the basis of verbal authorization from the county liaison by mutual consent of the County and Contractor provided County supplies a completed form within three (3) days from the date of admission.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
CF MERCED BEHAVIORAL DBA MERCED BEHAVIORAL CENTER

I. IMD BASIC CARE SERVICES

A. Rate

As long as Contractor is required to maintain nursing facility licensure and certification, reimbursement for basic services shall be at the rate established by the State Department of Health Services for nursing facilities, plus the rate established for special treatment.

For FY 23/24, County shall pay Contractor as payment in full a rate of Two Hundred Twenty seven Dollars and Twenty Cents (\$227.20) per bed day, subject to any fees and patient share of costs, for services provided to authorized County clients. Behavioral Transitional Care Unit \$445 patch. Murphy conserved clients add \$150 to daily rate. One to one staffing \$18 per hour or \$432 a day.

For FY 24/25, County shall pay Contractor as payment in full a rate of Two Hundred Ninety Six Dollars and Forty Three Cents (\$296.43) per bed day and a bed hold rate of Two Hundred Eighty Dollars and Thirteen Cents (\$280.13), subject to any fees and patient share of costs, for services provided to authorized County clients. Behavioral Transitional Care Unit \$445 patch. Murphy conserved clients add \$150 to daily rate. One to one staffing \$18 per hour or \$432 a day.

Should County be notified of an increase in negotiated rates with Host County or if Medi-Cal raises rates, then the rates for this contract will increase commensurately.

II. PAYMENTS

A. Monthly Payment

County shall provide Contractor with an approved form for use in billing services under this Agreement. Contractor shall bill for services under this Agreement on a monthly basis in arrears. Contractor shall provide County with a bill on the approved form within ten (10) days of the end of the month of service. County shall reimburse Contractor for services within thirty (30) days of receipt of the approved form.

B. Amount

The total amount of reimbursement available for IMD Services under this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000), Two Hundred Fifty Thousand Dollars (\$250,000) per year.

C. Final Payment

County shall provide Contractor with final payment for services under this Agreement within thirty (30) days of receipt of Contractor billing for the last month of service.

MONTHLY IMD BILLING STATEMENT INFORMATION

The monthly billing statements from Contractor to Behavioral Health must contain, at minimum, the following information:

FACILITY INFORMATION:

Facility Name: _____

Facility Address: _____

Phone Number: _____

CLIENT INFORMATION:

1. Client Name/ Identification: _____

2. Number of days of service rendered: _____

Dates of service: _____ to _____

3. \$ _____ Daily rate
(Title 22, Section 51511 and Section 51511.1)

4. Subtotal: \$ _____
(Line 1 x Line 2)

5. Client's share of costs billed: \$ _____

6. Net owed by BEHAVIORAL HEALTH: \$ _____

(Line 3 - Line 4)

AUTHORIZATION FOR ADMISSION TO IMD PROGRAM

Authorization for Admission to: _____
(Facility Name)

Client Name: _____ Planned Admit Date: _____

Soc. Sec. No.: _____ Conserved: _____ Yes Public _____

Date of Birth: _____ No Private

Private Conservator Information: Name: _____

Address: _____

City/State/Zip: _____

Relationship: _____ Phone: (____) _____

County of Residence: _____

Medi-Cal No.: _____ Client
SSI: _____ Yes _____ No _____

Client SSA: _____ Yes _____ No

Brief explanation as to why client needs IMD level of care:

Authorization:

Written: _____ Approved _____ Not Approved _____

Effective Date:

Verbal: _____ Approved _____ Not Approved _____

Date: _____
Signature

Title

Distribution:

Facility:

Client Chart:

Placement Coordinator: