

**AMENDMENT NO.1 TO THE AGREEMENT BETWEEN COUNTY OF
LAKE AND WINDSOR CARE CENTER OF SACRAMENTO MHRC FOR
ADULT RESIDENTIAL SUPPORT SERVICES AND SPECIALTY
MENTAL HEALTH SERVICES FOR
FISCAL YEAR 2025-26**

This Amendment No.1 to the Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Windsor Care Center of Sacramento MHRC, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

RECITALS

WHEREAS, County and Contractor entered into an Agreement effective July 1, 2025 for Adult Residential Support Services and Specialty Mental Health Services (“Agreement”); and

WHEREAS, Contractor operates a Mental Health Rehabilitation Center (MHRC), a facility type licensed and certified by the California Department of Health Care Services (DHCS) pursuant to Title 9, California Code of Regulations (CCR), Subchapter 3 (§§ 786.00–786.23); and

WHEREAS, County has determined that additional MHRC-specific requirements must be incorporated into the Agreement in order to comply with DHCS licensing, Medi-Cal Specialty Mental Health Services (SMHS) regulations, and federal oversight requirements; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement to include all required MHRC provisions.

NOW, THEREFORE, the Agreement is amended as follows:

SECTION 1. AMENDMENT TO EXHIBIT A – SCOPE OF SERVICES

The following sections are **added to and/or replace** portions of Exhibit A as indicated.

1.1A – MHRC Licensing Requirements (ADDED)

Contractor shall be licensed and certified by the California Department of Health Care Services (DHCS) as a Mental Health Rehabilitation Center (MHRC) pursuant to Title 9, CCR, Chapter 1, Subchapter 3 (§§ 786.00–786.23). Contractor shall maintain such licensure and certification in good standing for the duration of this Agreement. Contractor shall comply with all applicable MHRC regulations, program standards, and DHCS Licensing and Certification Requirements, including but not limited to Title 9 CCR §§ 786.00, et. seq.. Contractor shall notify County within twenty-four (24) hours of any licensing action, deficiency, suspension, revocation, corrective action plan, or change of capacity issued by DHCS.

3.3 – Documentation Standards (ADDED)

Contractor shall maintain clinical and rehabilitation documentation in compliance with DHCS requirements, BHIN 21-073, and Title 9 CCR §§ 1840.312–1840.374, including daily service

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notes, progress notes, IPP updates, medication records, and documentation supporting medical necessity. Documentation must meet standards of accuracy, timeliness, completeness, and DHCS audit requirements.

4.2 – Staffing Requirements (REPLACED)

Contractor shall staff the MHRC in accordance with Title 9 CCR §§ 786.12–786.16. Staffing shall include an MHRC Program Director meeting Title 9 CCR § 786.14; a Clinical Director who is a licensed mental health professional; a Medical Director or Psychiatrist as required by § 786.16; Rehabilitation Specialists and Mental Health Rehabilitation Staff; and sufficient licensed nursing and direct care staff to provide twenty-four (24) hour awake supervision. Staffing levels must be adequate to implement the psychiatric rehabilitation program required by Title 9 CCR § 786.15.

4.3 – Admission & Exclusion Criteria (REPLACED)

Admission to the MHRC shall comply with Title 9 CCR § 786.12. A client may be admitted only upon determination by the County Mental Health Plan that (1) the client meets medical necessity criteria for MHRC level of care; (2) has a qualifying mental health diagnosis; and (3) requires 24-hour rehabilitative services. Contractor shall not admit clients who meet exclusion criteria, including but not limited to: clients requiring acute medical or surgical care; clients whose primary issues are dementia or neurocognitive disorders; and clients requiring detoxification or withdrawal management.

4.3A – Locked/Semi-Secure Facility Requirements (ADDED)

Contractor shall operate the MHRC as a locked or semi-secure treatment facility in accordance with Title 9 CCR § 786.22. Contractor shall maintain controlled access, elopement-prevention procedures, and DHCS-approved egress protocols. No perimeter or egress changes may occur without prior written DHCS approval.

4.3B – Physical Plant Requirements (ADDED)

Contractor shall maintain the physical plant in compliance with DHCS MHRC Licensing Requirements and Title 9 CCR §§ 786.21–786.23, including therapeutic activity space, secured perimeters, medication storage, and DHCS-approved safety measures.

4.5A – Psychiatric Rehabilitation Program Requirements (ADDED)

Contractor shall provide a structured psychiatric rehabilitation program consistent with Title 9 CCR § 786.15 and SMHS rehabilitation service standards under §§ 1810.243, 1810.254, and 1840.324. Rehabilitation services shall include skills training, symptom management,

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socialization training, crisis intervention, medication education, and community reintegration activities aligned with measurable goals in each client's Individual Program Plan (IPP).

4.9 – Individual Program Plan (IPP) Requirements (ADDED)

Contractor shall develop an Individual Program Plan (IPP) within fourteen (14) days of admission in accordance with Title 9 CCR § 786.15(d). The IPP shall be developed by an Interdisciplinary Treatment Team including the Clinical Director, Program Director, Psychiatrist/Medical Director, rehabilitation staff, the client, and a County representative. The IPP shall include rehabilitation goals, measurable objectives, specific interventions, service frequency, responsible staff, and discharge criteria. IPPs shall be reviewed and updated at least every thirty (30) days.

4.10 – Non-Specialty Mental Health Services (Non-SMHS) Prohibition (ADDED)

Contractor shall not bill, invoice, or otherwise seek reimbursement from County for any services that do not meet the definition of Medi-Cal Specialty Mental Health Services (SMHS) under Title 9 CCR §§ 1810.200 et seq. All billed services must support medical necessity, be tied to the client's IPP goals, and comply with DHCS claiming requirements.

4.11 – Pre-Placement and Post-Placement Activities (ADDED)

Activities performed by Contractor prior to a client's admission or following discharge—including but not limited to referral coordination, records exchange, outreach, consultations, transportation arrangements, or post-discharge warm handoff—are Non-SMHS and shall not be billed to County. Such activities shall be considered part of routine MHRC operations.

4.12 – Bed Holds and Temporary Absences (ADDED)

County shall not reimburse Contractor for bed holds or for any period during which a client is not physically present at the MHRC and receiving SMHS services. This includes, but is not limited to, hospitalization, incarceration, medical admissions, family visits, or temporary leaves of absence. Contractor shall not reserve or bill for unoccupied beds unless expressly authorized by DHCS and approved in writing by County.

4.13 – Substance Use Disorder (SUD) Support Services (ADDED)

Support provided to residents with co-occurring substance use disorders shall be non-DMC and non-reimbursable unless expressly authorized under a separate agreement with County. Contractor shall ensure that SUD support services are not billed as SMHS and do not duplicate DMC-ODS benefits or other reimbursable SUD treatment services.

4.14 – Care Coordination, Targeted Case Management (TCM), and Enhanced Care Management (ECM)/Community Supports (CS) (ADDED)

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Care coordination activities performed by Contractor may only be billed as SMHS when they meet Title 9 definitions and directly support the client's IPP goals. Contractor shall not bill County for:

- a. Targeted Case Management (TCM), which is reimbursed separately by County;
- b. Enhanced Care Management (ECM) or Community Supports (CS), which are managed care benefits; or
- c. Any services for which another payer or provider is responsible.

Contractor shall cooperate with County to avoid duplicate billing or duplicate reimbursement across systems of care.

4.15 – Prohibition on Duplication of Services (ADDED)

Contractor shall ensure that services reimbursed under this Agreement do not duplicate services provided or paid for by Medi-Cal Managed Care Plans, DMC-ODS programs, Medicare, private insurance, or any state or federal grant-funded program. Contractor shall notify County immediately upon identification of any actual or potential duplicate reimbursement.

4.16 – Behavioral Emergencies, Restraints & Seclusion (ADDED)

Contractor shall implement behavioral emergency response procedures in accordance with Title 9 CCR § 786.00, et. seq. Mechanical restraints, physical restraints, and seclusion are prohibited except as permitted under law. Contractor shall ensure staff are trained in DHCS-approved de-escalation techniques and shall document and report all behavioral emergencies, injuries, or prohibited interventions in compliance with DHCS incident reporting requirements.

4.17 – MHRC Reporting Requirements (ADDED)

Contractor shall comply with all DHCS reporting requirements for MHRCs, including but not limited to incident reporting, restraint/seclusion logs (if applicable), licensing notifications, and performance outcome data. All required reports shall be submitted to County and/or DHCS within required timelines.

6 – Federal Oversight and Audit Rights (CONFIRMATION & ADDITION)

DHCS, CMS, HHS Inspector General, Comptroller General or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer, or electronic systems relating to services provided to Medi-Cal beneficiaries in accordance with 42 CFR 438.230.

Except as amended herein, all other provisions of the original Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF LAKE

Chair
Board of Supervisors

Date: _____

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO
County Counsel

By: 

Date: December 29, 2025

WINDSOR CARE CENTER OF SAC.

Mariela Pizzatti
Mariela Pizzatti (Jan 5, 2026 12:18:57 PST)
Vice President of Operations

Date: 01/05/2026

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

Date: _____

Signed Revised 25.26.24.1 Windsor Care Center of Sacramento MHRC Amendment No.1 FY 2025-26

Final Audit Report

2026-01-05

Created:	2025-12-29
By:	Sarah Miller (sarah.miller@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9HzCZHjoO_9ZXQVdHi_-V0ma8c0Yc2Yc

"Signed Revised 25.26.24.1 Windsor Care Center of Sacramento MHRC Amendment No.1 FY 2025-26" History

- 📄 Document created by Sarah Miller (sarah.miller@lakecountyca.gov)
2025-12-29 - 4:53:56 PM GMT- IP address: 208.91.28.66
- ✉️ Document emailed to mpizzatti@supportresource.com for signature
2025-12-29 - 4:54:40 PM GMT
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2026-01-05 - 7:42:37 PM GMT- IP address: 104.47.59.254
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2026-01-05 - 7:42:53 PM GMT- IP address: 173.198.15.186
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2026-01-05 - 8:18:55 PM GMT- IP address: 173.198.15.186
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