



**AMENDMENT NO. 6**  
**TO**  
**CONTRACT NO. MA-042-20010244**  
**FOR**  
**CRISIS STABILIZATION SERVICES**

This Amendment (“Amendment No. 6”) to Contract No. MA-024-20010244 for Adult Crisis Stabilization Services is made and entered into on July 1, 2023, (“Effective Date”) between CSU LLC DBA College Hospital Crisis Stabilization Unit (“Contractor”), with a place of business at 301 Victoria Street, Costa Mesa, CA 92627, 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-024-20010244 for Crisis Stabilization Services, effective July 1, 2019 through June 30, 2022, in a total amount not to exceed \$13,345,905 (“Contract”); and

WHEREAS, on or about September 1, 2019, the Parties executed Amendment No. 1 to correct Contractor’s Tax ID Number and to modify the Budget, Payment, and Services paragraphs in Exhibit A of the Contract; and

WHEREAS, on or about December 1, 2019, the Parties executed Amendment No. 2 to modify the Standard language paragraphs of the Contract due to required regulatory language changes needed for the term of the Contract and to modify the Budget, Payment, and Services paragraphs in Exhibit A of the Contract; and

WHEREAS, on or about June 1, 2020, the Parties executed Amendment No. 3 to modify the Budget paragraph in Exhibit A of the Contract; and

WHEREAS, on or about April 1, 2021, the Parties executed Amendment No. 4 to modify the Budget paragraph in Exhibit A of the Contract and to increase the Period Two Amount Not To Exceed by \$799,017 and the Period Three Amount Not To Exceed by \$1,365,110, for a revised cumulative total amount not to exceed \$15,510,032; and

WHEREAS, on or about May 24, 2022, the Parties executed Amendment No. 5 to modify the Budget paragraph in Exhibit A of the Contract and to increase the Period Four Amount Not To Exceed by \$5,816,301 for a revised cumulative total amount not to exceed \$21,326,333; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to renew the Contract for one year, and amending Reference Contract Provisions, Paragraph XIV, and Exhibit A of the Contract as sited below; and

NOW THEREFORE, Parties agree to amend the Contract as follows:

1. The Contract is renewed for a period of one-year, effective July 1, 2023, through June 30, 2024, in an amount not to exceed \$6,203,232, for a revised cumulative total amount not to exceed \$27,509,565; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** July 1, 2019 through June 30, 2024

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Period Four means the period from July 1, 2022 through June 30, 2023

Period Five means the period from July 1, 2023 through June 30, 2024

**Amount Not To Exceed:**

Period One Amount Not To Exceed:	5,226,737
Period Two Amount Not To Exceed:	4,848,601
Period Three Amount Not To Exceed:	5,414,694
Period Four Amount Not To Exceed:	5,816,301
Period Five Amount Not To Exceed:	<u>6,203,232</u>
TOTAL AMOUNT NOT TO EXCEED:	\$27,509,565”

3. Paragraph XIV, Indemnification and Insurance, of the Contract as amended is deleted in its entirety and replaced with the following:

“A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to COUNTY during the entire term of this Contract.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR shall indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

#### F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability	\$1,000,000 per claims -made or Occurrence
	\$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

#### H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

#### I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.

b. A primary and non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

K. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which COUNTY may suspend or terminate this Contract.

M. If CONTRACTOR's Professional Liability, Sexual Misconduct, and Network Security & Privacy Liability are "Claims -Made" policy(ies), CONTRACTOR shall agree to the following:

1. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
2. Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after expiration or earlier termination of the Contract.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

O. Insurance certificates should be forwarded to the department address listed in the Referenced Contract Provisions of this Contract.

P. If CONTRACTOR does not provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, COUNTY may immediately terminate this Contract for cause.

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer."

4. Exhibit A, Paragraph II, Budget, subparagraph A., of the Contract is deleted in and replaced with the following:

COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budgets, which are set forth for informational purposes only.

	PERIOD FIVE	TOTAL (Including Periods 1-4)
ADMINISTRATION		
Salaries	66,732	\$ 229,853
Benefits	18,018	34,220
Indirect	<u>723,307</u>	<u>2,180,307</u>
SUBTOTAL ADMINISTRATION	\$808,057	\$ 2,444,380
PROGRAM COSTS		
Salaries	2,592,708	\$8,902,397
Benefits	700,031	1,329,139
Services and Supplies	<u>2,102,436</u>	<u>6,091,984</u>
SUBTOTAL PROGRAM COSTS	\$5,395,175	\$5,395,175
Start-up		<u>\$2,078,369</u>
Fee for Service		<u>\$6,663,296</u>
TOTAL COSTS	\$6,203,232	\$27,509,565
TOTAL REVENUE (MHSA)	\$6,203,232	\$27,509,565
TOTAL AMOUNT NOT to EXCEED	\$6,203,232	\$27,509,565"

- 5. Exhibit A, Paragraph III, Payment, subparagraph B of the Contract is deleted in its entirety and replaced with the following:

For Period Five, COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$516,936, per month, as specified in the Reference Contract Provision of the Contract. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Budget Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Contract and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.”

- 6. Exhibit A, Paragraph VI, Staffing, of the Contract is deleted in its entirety and replaced with the following:

**“VI. STAFFING**

A. “CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide crisis unit services.

1. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of any staffing vacancies that occur during the term of the Contract. CONTRACTOR’s notification shall include at a minimum the following information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

2. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) calendar days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

ADMINISTRATION	<u>FTEs</u>
UR Manager	<u>0.50</u>
SUBTOTAL ADMINISTRATION	0.50
PROGRAM	
Charge RN	4.30
Staff RN	8.50
MHW	10.50
LCSW	4.20
MSW	2.10
Clinical Coordinator	1.10
Head of Service	0.50

UR Manager	<u>0.50</u>
SUBTOTAL PROGRAM	31.70
TOTAL FTEs	32.20"

B. CONTRACTOR shall provide adequate staffing to assure that the services outlined above are performed in an efficient manner.

C. CONTRACTOR shall provide staffing in conformance with Title 9 regulations for Crisis Stabilization services; shall have as Head of Service a licensed mental health professional in conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed MFT or RN; and shall have one RN on-site at all times.

D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement, the vacancies must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

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

F. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

G. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery and/or family members of persons in recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment, hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

H. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

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



J. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers or intern as specified in their respective job descriptions or work contracts.

K. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

L. CONTRACTOR shall provide detailed job descriptions, including education and experience requirements, all applicable responsibilities, assigned duties, and workflow for each delineated position.

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

7. Exhibit A, Paragraph VII, Quality Improvement, of the Contract is deleted in its entirety and replaced with the following:

**“VII. QUALITY IMPROVEMENT**

A. CONTRACTOR shall participate in any clinical case review and implement any recommendations made by COUNTY to improve the care provided to the individuals seen.

B. CONTRACTOR shall conduct Supervisory Review in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local guidelines and standards.

C. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is reflected in the individual’s chart within seventy-two (72) hours after the completion of services.

D. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards. CONTRACTOR shall have a utilization management process in place to internally monitor documentation and billing standards on a routine basis.

E. CONTRACTOR shall complete the steps required for Clinical management/supervisory staff to become Certified Chart Reviewers per COUNTY’s Quality Management Services (QMS).

F. CONTRACTOR shall demonstrate the capability to maintain a medical records system, including the capability to utilize HCA’s IRIS system, to enter appropriate data. CONTRACTOR shall regularly review one hundred percent (100%) of their charting for accuracy and clinical appropriateness, IRIS data input and billing systems to ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions, and follow up on corrections in a timely manner.

G. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality improvement meetings and processes. Such records and minutes also are subject to regular review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ADMINISTRATOR’s P&P.

H. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC and medication monitoring meetings and complete all Medication Monitoring reports per COUNTY.

I. CONTRACTOR shall allow COUNTY to periodically review the quantity and quality of services provided pursuant to this Contract. This review will be conducted at CONTRACTOR's facility (ties) and will consist of a review of medical and other records of Clients provided services pursuant to the Contract.

J. At all times during the term of this contact, CONTRACTOR shall maintain a compliance program in accordance with COUNTY.

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

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

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

3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or ADMINISTRATOR.

L. CONTRACTOR will follow the following guidelines for COUNTY tokens:

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

a. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

b. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

c. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

- 1) Token of each staff member who no longer supports this Contract;
- 2) Token of each staff member who no longer requires access to the HCA IRIS;
- 3) Token of each staff member who leaves employment of CONTRACTOR;
- 4) Token is malfunctioning; or
- 5) Termination of Contract.

d. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

e. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

M. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions.

2. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

N. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for COUNTY, as the MHP, to any individual who received services under the Contract.

O. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on individuals seen in COUNTY services without obtaining prior written authorization from ADMINISTRATOR.

P. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

Q. CONTRACTOR shall maintain all requested and required written policies, and provide to ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not limited to, the following:

1. Admission Criteria and Admission Procedure;
2. Assessments;
3. Individual and Group Counseling Sessions;
4. Crisis Intervention/Evaluation for Involuntary Holds;
5. Treatment of Non-Compliant Individuals/Unplanned Discharges;
6. Medication Management and Medication Monitoring;
7. Recovery Program Policies and Practices;
8. Community Integration/Case Management/Discharge Planning;
9. Documentation Standards;
10. Quality Management/Performance Outcomes;
11. Individual Rights;
12. Personnel/In service Training;
13. Ensuring Proper Staffing;
14. Unusual Occurrence Reporting;
15. Code of Conduct/Compliance;
16. Mandated Reporting;
17. Seclusion and Restraints;

18. De-escalation Techniques, including use of voluntary and/or emergency medications;

19. Nutritious Snack Services; (if clients remain in CSU over 24 hours the availability of light meals are addressed above);

20. Transportation Services;

21. Peer Mentor Services;

22. Chart Review Protocol; and

23. Any/all required LPS Designation Protocols.

R. CONTRACTOR shall provide initial and on-going training and staff development that includes, but is not limited to, the following:

1. Orientation to the programs' goals and P&Ps;

2. Training on subjects as required by state regulations;

3. Orientation to the services section, as outlined in the Services Paragraph of this Exhibit A to the Contract;

4. Recovery philosophy, Trauma Informed Care and individual empowerment;

5. Crisis intervention and de-escalation;

6. Substance use disorder and dependence;

7. Motivational interviewing;

8. Seclusion and Restraints;

9. Crisis Prevention and Crisis Intervention Training;

10. Documentation Training;

11. Assessment and Diagnosis;

12. LPS Involuntary Detention Policies; and

13. Community and Ancillary Resources.

S. PROGRAM DIRECTOR – The Program Director will have ultimate responsibility for the program (s) and will ensure the following:

1. CONTRACTOR shall maintain adequate records on each individual seen in services, which shall include all required forms and evaluations, on-going progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services;

2. CONTRACTOR shall retain on staff, a Certified reviewer trained by ADMINISTRATOR's AQIS Unit. This reviewer shall complete one hundred percent (100%) audit of individual charts regarding clinical documentation, ensuring all charts are in compliance with medical necessity and Medi-Cal/Medicare chart compliance. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

3. Provide clinical direction and training to staff on all clinical documentation;

4. Oversee all aspects of the clinical services of the Crisis Stabilization program (s);

5. Coordinate with clinicians, psychiatrists and/or nurses regarding individual treatment issues, professional consultations, or medication evaluations; and

6. Facilitate on-going program development and provide or ensure appropriate and timely supervision and guidance to staff regarding difficult cases and mental health emergencies.

T. PERFORMANCE OUTCOMES:

1. CONTRACTOR shall be required to achieve, track and report Performance Outcome Objectives, on a quarterly basis as outlined below:

a. CONTRACTOR shall track admission and treatment rates. CONTRACTOR shall sustain an average daily census of eighteen (18) unduplicated individuals per day.

b. CONTRACTOR shall track discharge rates. At least 55% of individuals admitted shall be successfully stabilized and returned to the community.

c. CONTRACTOR shall track linkage rates for those individuals returning to the community. At least 75% of individuals returned to the community shall successfully link (keep appointment) to on-going mental health services within 14 days of discharge.

d. CONTRACTOR shall provide timely evaluations as measured by completing ninety five percent (95%) of CSU admissions within one (1) hour of individual's arrival on a monthly basis.

e. CONTRACTOR shall provide the least restrictive alternatives and an effective medication approach that results in seclusion and restraint use of one point six percent (1.6%) or less of admissions per month.

U. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Quality Improvement Paragraph of this Exhibit A to the Contract."

8. This Amendment No. 6 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6, remain in full force and effect

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be 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: CSU LLC DBA College Hospital Crisis Stabilization Unit**

Warren Bradley

Interim Chief Executive Officer

Print Name

Title

DocuSigned by:

*Warren Bradley*

4/20/2023

7DF37EF38114457...

Date

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

Purchasing Agent/Designee Authorized Signature:

William Norsetter

Title

Print Name

Signature

Date

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

Mark Servino

Deputy County Counsel

Print Name  
DocuSigned by:

Title

*Mark Servino*

4/20/2023

45C3A58FFA0F4E6...  
Signature

Date