



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-18012113
FOR
INPATIENT MENTAL HEALTH SERVICES FOR YOUTH**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-18012113 for Inpatient Mental Health Services for Youth is made and entered into on July 1, 2021 (“Effective Date”) between Children’s Hospital of Orange County dba CHOC Children’s (“Contractor”), with a place of business at 1201 West La Veta Ave., Orange, CA 92868, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18012113 (“Contract”) for Inpatient Mental Health Services for Youth, effective April 1, 2018 through June 30, 2020, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend Paragraphs IV., VI. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2020 through June 30, 2021; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph IV. and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a term of one (1) year, effective July 1, 2021 through June 30, 2022; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, Term provisions, of the Contract are deleted in their entirety and replaced with the following:

“Term: April 1, 2018 through June 30, 2022

Period One means the period from April 1, 2018 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

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

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

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

- 3. Paragraph IV. Cost Report, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit a separate individual and/or consolidated Cost Report for Period One, Period Two, Period Three, Period Four and Period Five, or for a portion therefore, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple contracts for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

- 4. Exhibit A, Paragraph IV. Payments, subparagraph B.1. of the Contract is deleted in its entirety and replaced with the following:

“B. DHCS PAYMENTS

1. CONTRACTOR shall be reimbursed by DHCS for services provided at the following all-inclusive rates per Client day for acute Psychiatric Inpatient Hospital Services for Medi-Cal eligible Clients referred by ADMINISTRATOR based on the accommodation codes set forth therein.

<u>Accommodation Code</u>	<u>Description</u>	<u>Periods One, Two and Three</u>	<u>Period Four and Period Five</u>
<u>0114</u>	<u>Single Room Adolescent/Child, Psychiatric</u>	<u>\$1,490</u>	<u>\$1,574</u>
<u>169</u>	<u>Administrative Day</u>	<u>Administrative Day</u>	<u>Current DHCS Rate”</u>

This Amendment No. 2 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. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Children’s Hospital of Orange County dba CHOC Children’s

Kerri Ruppert Schiller _____

Executive Vice President & Chief Financial officer _____

Print Name

Title

DocuSigned by:
Kerri Ruppert Schiller
FA733F343C6A473
Signature

1/12/2021 _____

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

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

Brittany McLean _____

Deputy County Counsel _____

Print Name

Title

DocuSigned by:
Brittany McLean
8713A408174343D
Signature

1/13/2021 _____

Date