



AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20010244
FOR
CRISIS STABILIZATION SERVICES

This Amendment (“Amendment No. 4”) to Contract No. MA-024-20010244 for Adult Crisis Stabilization Services is made and entered into on April 1, 2021 (“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 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 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 June 1, 2020, the Parties executed Amendment No. 3 to modify the Budget paragraph in Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to increase the Period Two Amount Not to Exceed and the Period Three Amount Not to Exceed and to modify the Budget, Payment, and Staffing paragraphs in Exhibit A of the Contract; and

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

1. Effective April 1, 2021, the Period Two Amount Not to Exceed is increased by \$799,017 from \$4,049,584 to \$4,848,601 and the Period Three Amount Not to Exceed is increased by \$1,365,110 from \$4,049,584 to \$5,414,694, for a revised cumulative total amount not to exceed \$15,510,032.
2. Page 4, Referenced Contract Provisions, lines 3 through 20 of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2019 through June 30, 2022

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

Amount Not To Exceed:

| | |
|------------------------------------|------------------|
| Period One Amount Not To Exceed: | 5,246,737 |
| Period Two Amount Not To Exceed: | 4,848,601 |
| Period Three Amount Not To Exceed: | <u>5,414,694</u> |
| TOTAL AMOUNT NOT TO EXCEED: | \$15,510,032 |

Start-up Costs:

| | |
|--------------------------|---------------------|
| Basis for Reimbursement: | Actual Cost |
| Payment Method: | Provisional Payment |

Crisis Stabilization Services:

| | |
|--------------------------|---|
| Basis for Reimbursement: | Fee-For-Service (Effective July 1, 2019 through March 31, 2021) |
| Basis for Reimbursement: | Actual Costs (Effective April 1, 2021 through June 30, 2022) |
| Payment Method: | Monthly in Arrears” |

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

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

| | PERIOD ONE | PERIOD TWO | PERIOD THREE | TOTAL |
|--------------------------------|----------------|---------------|-----------------|----------------|
| PROGRAM START-UP COSTS | | | | |
| Facility and Technology (CFTN) | \$ 850,000 | \$ 0.00 | \$ 0.00 | \$ 850,000 |
| Salaries and Benefits | 1,056,815 | 0.00 | 0.00 | 1,056,815 |
| Operating Expenses | <u>171,554</u> | <u>0.00</u> | <u>0.00</u> | <u>171,554</u> |
| TOTAL PROGRAM START-UP COSTS | \$2,078,369 | \$ 0.00 | \$ 0.00 | \$ 2,078,369 |
| PROGRAM ADMINISTRATION | | | | |
| Salaries and Benefits | 0.00 | \$ 19,663 | \$ 78,650 | \$ 98,313 |

| | | | | |
|--------------------------|--------------------|--------------------|--------------------|---------------------|
| Indirect | <u>0.00</u> | <u>156,000</u> | <u>624,000</u> | <u>780,000</u> |
| SUBTOTAL ADMINISTRATION | | \$ 175,663 | \$ 702,650 | \$ 878,313 |
| PROGRAM COSTS | | | | |
| Salaries and Benefits | 0.00 | \$ 762,650 | \$3,050,602 | \$3,793,252 |
| Services and Supplies | <u>0.00</u> | <u>415,360</u> | <u>1,661,442</u> | <u>2,076,802</u> |
| SUBTOTAL PROGRAM COSTS | \$0.00 | \$1,178,010 | \$4,712,044 | \$5,890,054 |
| FEE FOR SERVICE COSTS | <u>\$3,168,368</u> | <u>\$3,494,928</u> | <u>\$ 0.00</u> | <u>\$ 6,663,296</u> |
| TOTAL PROGRAM COSTS | \$5,246,737 | \$4,848,601 | \$5,414,694 | \$15,510,032 |
| MHSA Funds | <u>\$5,246,737</u> | <u>\$4,848,601</u> | <u>\$5,414,694</u> | <u>\$15,510,032</u> |
| TOTAL REVENUE | \$5,246,737 | \$4,848,601 | \$5,414,694 | \$15,510,032 |
| TOTAL MAXIMUM OBLIGATION | \$5,246,737 | \$4,848,601 | \$5,414,694 | \$15,510,032” |

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

“B. Crisis Stabilization Unit Services Costs:

1. For all Fee for Services for the period of July 1, 2019 through March 31, 2021, provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the hourly rate established by the State for billable and compliant UOS for Medi-Cal recipients during the period the services were rendered. Reimbursement shall be made only for services provided to individuals who are certified by ADMINISTRATOR as eligible to receive services.

a. If the State establishes a new hourly rate, then the new hourly rate will take effect on the State’s activation date.

b. CONTRACTOR shall enter all services into the COUNTY’s IRIS system, and this will serve as the basis for reconciliation of CONTRACTOR’s invoices. CONTRACTOR shall identify services provided to individuals on a separate form that supports all invoices, service hours provided to individuals as referenced in the Services paragraph of Exhibit A to the Agreement.

c. Crisis Stabilization Fee for Service shall be reimbursed based on hours of time.

The following requirements apply for claiming of services based on time:

i. Each one (1)-hour block that the beneficiary receives crisis stabilization

services shall be claimed.

ii. Partial blocks of time shall be rounded up or down to the nearest one (1)-hour increment except that services provided during the first hour shall always be rounded up.

ii. Crisis Stabilization is not reimbursable on days when Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed, except on the day of admission to those services.

d. Crisis Stabilization is a blended service and no other specialty mental health services are reimbursable during the same time period this service is reimbursed except as outlined above.

e. The maximum number of hours claimable for Crisis Stabilization Fee for Service in a twenty-four (24)-hour period is twenty (20) hours.

2. For Actual Costs Services for the period of April 1, 2021 through June 30, 2022, provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$451,225, per month, as specified in the Reference Contract Provision of the Agreement. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement 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 Agreement; 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 Agreement 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."

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

"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 Agreement. 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) 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

Agreement.

| | |
|-------------------------|-------------|
| ADMINISTRATION | <u>FTEs</u> |
| UR Manager | <u>0.50</u> |
| SUBTOTAL ADMINISTRATION | 0.50 |
| PROGRAM | |
| Charge RN | 4.20 |
| Staff RN | 8.40 |
| MHW | 10.50 |
| LCSW | 4.20 |
| MSW | 2.10 |
| Clinical Coordinator | 1.40 |
| Head of Service | 0.50 |
| UR Manager | <u>0.50</u> |
| SUBTOTAL PROGRAM | 31.80 |
| TOTAL FTEs | 32.30" |

This Amendment No. 4 modifies the Contract, including Amendment No. 1, 2 and 3, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4, Amendment No. 1, 2 and 3 and the Contract, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1, 2 and 3, not specifically changed by this Amendment No. 4, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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 that of 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

Susan Taylor

CEO

Print Name

Title

DocuSigned by:

Susan Taylor
B0C687AA61B84F0...

2/26/2021

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
9713A4061D4343D...

2/27/2021

Signature

Date