



**AMENDMENT NO. 2
TO
MASTER AGREEMENT NO. MA-042-20011214
FOR
MEDI-CAL MENTAL HEALTH MANAGED CARE
PSYCHIATRIC INPATIENT HOSPITAL SERVICES**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-20011214 for Medi-Cal Mental Health Managed Care Psychiatric Inpatient Hospital Services is made and entered into on July 1, 2021 (“Effective Date”) between PROVIDER NAME (“Contractor”), with a place of business at PROVIDER ADDRESS, 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-042-20011214 with various providers for Medi-Cal Mental Health Managed Care Psychiatric Inpatient Hospital Services, effective July 1, 2017 through June 30, 2020, for negotiated rates that are paid directly by the California Department of Health Care Services (DHCS) through the annual state allocations for Orange County, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 on June 2, 2020 to renew the Contract with various providers for one year, effective July 1, 2020 through June 30, 2021 renewable for one additional one-year period and to amend the Standard language paragraphs of the Contract due to required regulatory language and changes needed for the renewed term of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Exhibit A and to renew the Contract for the final one year term 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 final term of one (1) year, effective July 1, 2021 through June 30, 2022, on the amended term and conditions and for the negotiated rates of ### for this renewal period that are paid directly by DHCS and the Administrative Day Rate is set and determined by DHCS.
2. Exhibit A, Paragraph VI. Services, subparagraph C., of the Contract is deleted in its entirety and replaced with the following:

C. SERVICES PROVIDED

1. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services, which include but are not limited to physician services, psychologist services, and transportation services, in accordance with WIC, Sections 5774, et seq. and 14680, et seq.

2. CONTRACTOR shall provide services that include but are not limited to psychiatric, ancillary, testimony, medical, specialized services, and additional services required of general acute care hospitals. CONTRACTOR’s services shall be designed to

engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. CONTRACTOR shall provide services in collaboration with COUNTY's Director of Behavioral Health, or designee.

a. PSYCHIATRIC SERVICES – CONTRACTOR shall provide psychiatric services that include psychiatric assessment, psychiatric treatment and psychiatric support services in accordance with all applicable laws and regulations. Psychiatric services shall include but not be limited to:

1) A psychiatric evaluation, within twenty-four (24) hours of admission, by a licensed psychiatrist. The psychiatric evaluation shall include a psychiatric history, diagnosis, and be completed in accordance with the current DSM;

2) A review of each Client's medical history and a physical examination within twenty-four (24) hours of admission;

3) Initiation of an ITP of each new Client within twenty-four (24) hours of admission;

4) An ITP for each client must be completed with signatures of the treatment team and the Client (or explanation of inability to obtain) within seventy-two (72) hours of admission. All psychiatric, psychological, and social services must be compatible with the ITP;

5) Appropriate collateral therapy and interventions for each client;

6) Appropriate one-on-one, client-to-staff counseling as appropriate to the diagnosis and ITP;

7) Documentation of Client's attendance and their participation in collateral therapy including schedule of therapies, attendance log, and medical record progress notes;

8) Daily rounds and progress notes on all Clients by:

a) Psychiatrist or

b) Nurse Practitioner working under the supervision as evidenced by psychiatrists countersigning the progress note(s) within 48 hours;

9) Discharge planning that includes but is not limited to continuing care planning, and referral services;

a) Discharge planning must begin upon admission and occur seven (7) days a week;

b) ADMINISTRATOR may provide assistance to CONTRACTOR to initiate, develop and finalize discharge planning and necessary follow-up services on a case-by case basis;

c) CONTRACTOR shall document in the Client's medical record, for those Clients being referred to a SNF at discharge, at least four (4) SNF contacts daily, Monday through Friday, until the client is either discharged or no longer requires a SNF level of care;

d) CONTRACTOR shall document, in the Client's medical record, for those Clients waiting for LTC placement, contact with ADMINISTRATOR's LTC Unit at least once every seven (7) days until the Client is either discharged or no longer requires LTC services. Contact may be by fax, e-mail, or direct telephone discussion with ADMINISTRATOR. If CONTRACTOR fails to document contact with ADMINISTRATOR within a seven (7) day period,

CONTRACTOR will be ineligible for Administrative Day reimbursement until the next contact with ADMINISTRATOR;

e) CONTRACTOR shall contact COUNTY clinics daily, Monday through Friday, excluding holidays, if the Client requires Board and Care placement, or until the Client is either discharged or no longer requires Board and Care placement. CONTRACTOR shall comply with P&P's, established by ADMINISTRATOR, for placing Board and Care Clients; and

f) CONTRACTOR shall arrange a specific date and time for an aftercare appointment with a COUNTY outpatient clinic, for any Client referred to an outpatient clinic at discharge. CONTRACTOR shall fax to COUNTY outpatient clinic, at the time of discharge, the Hospital Discharge Referral Form or the hospital's aftercare plan, the initial psychiatric evaluation, the history and physical examination report, recent lab studies, the medication list, and any medical consults.

10) On-call psychiatric and medical specialist coverage twenty-four (24) hours per day, seven (7) days per week;

11) Daily evaluation and documentation by the treating psychiatrist, or nurse practitioner under the supervision of psychiatrist as evidenced by psychiatrist co-signature within 48 hours, for each day of psychiatric service;

12) A psycho-social assessment completed within forty-eight (48) hours of admission;

13) Linkages with COUNTY-operated clinics or COUNTY contracted mental health or substance abuse clinics. Linkages must be made five (5) days a week, Monday through Friday. Linkages must be documented in the Client's medical record; and

14) Discharges must be completed by psychiatrist. Discharges shall include discharge orders and discharge summary.

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:

_____	_____
Print Name	Title
_____	_____
Signature	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
	4/1/2021
_____	_____
	Date