



**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-22011507  
FOR  
INPATIENT MENTAL HEALTH SERVICES FOR YOUTH**

This Amendment ("Amendment No. 2") to Contract No. MA-042-22011507 for Inpatient Mental Health Services for Youth is made and entered into on July 1, 2024 ("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-042-22011507 ("Contract") for Inpatient Mental Health Services for Youth, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$500,000, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2023, through June 30, 2024, in an amount not to exceed \$500,000, for a revised cumulative contract total amount not to exceed \$1,000,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend 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, 2024, through June 30, 2025, in an amount not to exceed \$1,500,000 for this renewal term, for a revised cumulative Contract total Amount Not to Exceed \$2,500,000.
2. Page 4, 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, 2022 through June 30, 2025

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

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

Period Three means the period from July 1, 2024, through June 30, 2025

**Amount Not To Exceed:**

Period One Amount Not To Exceed: \$ 500,000

Period Two Amount Not To Exceed: \$ 500,000

Period Three Amount Not To Exceed: \$ 1,500,000

Total Amount Not To Exceed: \$2,500,000”

3. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph A.20.e., of the Contract is deleted in its entirety and replaced with the following:

“e. Medication Support Services means services provided by licensed physicians, registered nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition, the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent from Clients and legal guardian prior to providing medication education and plan development related to the delivery of these services and/or Assessment to Clients.”

4. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraphs A.38. through A.41., are added to the Contract as follows:

“38. Acute Day means those days authorized by ADMINISTRATOR’s designated Utilization Management Unit when the Client meets medical necessity criteria set forth in Title 9 of the California Code of Regulations (CCR), section 1820.205.

39. Administrative Day means those days authorized by ADMINISTRATOR’s designated Utilization Management Unit when the Client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute licensed residential treatment facility in a reasonable geographic area.

40. Administrative Services Organization (ASO) means and refers to administrative and mental health services components that include maintenance of a contract provider network including credentialing and contracting, adjudication of provider claims for specialty mental health services, and the operation of a 24-hour telephone access and authorization line.

41. Client Day means one (1) calendar day during which CONTRACTOR provides all of the services described hereunder, including the day of admission and excluding the day of discharge. If admission and discharge occur on the same day, one (1) client day shall be charged.”

5. Exhibit A, Paragraph III. Patient’s Rights, of the Contract has been deleted in its entirety and replaced with the following:

**“ III. PATIENT’S RIGHTS**

A. CONTRACTOR shall comply with all Patients’ Rights requirements as outlined in the Welfare & Institutions Code, California Code of Regulations Title 9, and County of Orange LPS Criteria for Designated Facilities.

B. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan

Complaint and Grievance poster prominently in all Orange County threshold languages in locations readily available to Clients and staff and have COUNTY approved complaint forms and complaint envelopes readily accessible to Clients.

C. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have complaint resolution and grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily understood steps designed to resolve disputes as quickly and simply as possible.

2. CONTRACTOR's complaint resolution and grievance processes shall incorporate COUNTY's grievance, patients' rights, and utilization management guidelines and procedures.

D. Complaint Resolution and Grievance Process – CONTRACTOR shall implement complaint and grievance procedures that shall include the following components:

1. Complaint Resolution. This process will specifically address and attempt to resolve Client complaints and concerns at CONTRACTOR's facility. Examples of such complaints may include dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant. CONTRACTOR shall maintain and make available a log of these informal complaints to ADMINISTRATOR or County Patient's Rights Advocacy Services (PRAS). If a complaint is resolved at the facility level, Clients still have the right to file a formal grievance with COUNTY or County PRAS.

2. Formal Grievance. The Client, or client family member or designee, has the right to file a formal grievance via County Grievance Forms available on the unit. This includes new grievances or complaints, as well as those informal complaints not resolved at the CONTRACTOR's facility level. County Grievance forms are mailed to HCA Mental Health and Recovery Services (MHRS) Quality Management Services (QMS) and represents the first step in the formal grievance process. CONTRACTOR shall maintain and make available a log of these formal complaints to ADMINISTRATOR or County PRAS.

3. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County PRAS. The PRAS shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.

E. The Parties agree that Clients have recourse to initiate a complaint to CONTRACTOR, appeal to the County PRAS, file a formal grievance, and file a Title IX complaint. The PRAS shall advise and assist the Client, investigate the cause of the complaint or grievance, and attempt to resolve the matter.

F. CONTRACTOR shall work collaboratively with County PRAS, including providing timely access to medical records and access to Clients and unit.

G. CONTRACTOR shall notify PRAS of all minor admissions within 24 hours of admission.

H. No provision of this Contract shall be construed as replacing or conflicting with the duties of County PRAS pursuant to Welfare and Institutions Code Section 5500.

I. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the Patient's Rights Paragraph of this Exhibit A to the Contract."

6. Exhibit A, Paragraph IV. Payments, subparagraph A. (but not including subparagraph A.1.), of the Contract has been deleted in its entirety and replaced with the following:

“A. CONTRACTOR agrees to provide inpatient services for Medi-Cal and unfunded Orange County Youth between the ages of three (3) and seventeen (17) referred by ADMINISTRATOR at an agreed upon all-inclusive rate of \$1,684. CONTRACTOR agrees to accept additional Orange County youth between the ages of three (3) and seventeen (17) referred by ADMINISTRATOR for additional beds per day at the same rate if additional beds are available.”

7. Exhibit A, Paragraph IV. Payments, subparagraphs B. through Q., of the Contract have been deleted in their entirety and replaced with the following:

“B. DHCS PAYMENTS

1. CONTRACTOR shall be reimbursed by DHCS and ADMINISTRATOR 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

Accommodation Code	Description	Daily Rate (Period Three)
0114	Single Room Adolescent/Child, Psychiatric (Billed to DHCS)	\$1,387.60
N/A	Invoiced to ADMINISTRATOR	\$ 296.40
	TOTAL	\$1684.00
169	Administrative Day	Current DHCS Rate

a. The rate for Accommodation Code 169 is established and adjusted by the DHCS.

b. Rates are inclusive of all Psychiatric Inpatient Hospital Services as defined in this Exhibit A to the Contract and shall constitute payment in full for these services.

c. The number of billable Units of Service shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day.

d. DHCS may reimburse Administrative Days for dates in which documentation does not meet requirements for Acute Day reimbursement, contingent upon CONTRACTOR documentation of services that qualify for the Administrative Day reimbursement.

e. Rates do not include physician or psychologist services rendered to Clients, or transportation services required in providing Psychiatric Inpatient Hospital services. These services shall be billed separately from the above per diem rate for Psychiatric Inpatient Hospital services as follows:

1) When Medi-Cal eligible mental health services are provided by a psychiatrist or psychologist, such services shall be billed to COUNTY'S ASO. Prior authorization and notification are not required prior to providing these services.

2) When Medi-Cal eligible medical services are provided by a physician, such services shall be billed to the designated CalOptima Plan or CalOptima Direct, depending on the Client's health coverage benefit. Prior authorization and notification may be required prior to providing these services.

3) When Medi-Cal eligible transportation services are provided, such services shall be billed to the designated CalOptima Plan or CalOptima Direct, depending on the Client's health coverage benefit. Prior authorization and notification may be required prior to providing these services and notification is the responsibility of CONTRACTOR.

f. The Bed Day Rates stated above do not include ECT or MRI Services. The rates for ECT and MRI Services shall apply only for the day(s) in which the Client received an approved ECT or MRI (rates listed below). These ECT/MRI Rates reflect CONTRACTOR's reimbursement only, and associated psychiatric professional services shall be billed to COUNTY's ASO, and medical services billed to the Client's Managed Care Plan. CONTRACTOR must obtain prior approval from ADMINISTRATOR to perform the ECT or MRI in order to be reimbursed. CONTRACTOR shall submit to ADMINISTRATOR ECT and MRI invoices that indicate for whom services were provided, the date of service, and shall be supported with such documentation as may be required by ADMINISTRATOR.

Description	Rate
Psychiatric, ECT	N/A
Psychiatric, MRI	N/A

g. For all services outlined above wherein CONTRACTOR has exhausted available funding sources and remains in whole or in part unfunded, CONTRACTOR may not invoice ADMINISTRATOR for said services.

2. DHCS BILLING PROCEDURES

a. CONTRACTOR must obtain an NPI.

b. CONTRACTOR shall invoice DHCS for each Client Day, approved by ADMINISTRATOR, for each Client who meets notification, admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies a psychiatric inpatient hospital bed at 12:00 a.m. in CONTRACTOR's facility. CONTRACTOR may invoice DHCS if the Client is admitted and discharged during the same day; provided, however, that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

c. CONTRACTOR shall determine that Psychiatric Inpatient Hospital services provided pursuant to the Contract are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement including, but not limited to, a private group indemnification or insurance program or Workers' Compensation Program. CONTRACTOR shall seek to be reimbursed by other coverage prior to seeking reimbursement by DHCS. DHCS's maximum obligation shall be reduced if other coverage is available.

d. CONTRACTOR shall submit claims to DHCS's fiscal intermediary for all services rendered pursuant to the Contract, in accordance with the applicable invoice and billing requirements contained in WIC, Section 5778.



e. CONTRACTOR may appeal within ninety (90) calendar days, in writing, a denied request for reimbursement to ADMINISTRATOR. In the event that the appeal is denied by ADMINISTRATOR, CONTRACTOR may continue the appeals process by writing directly to DHCS, within thirty (30) calendar days of ADMINISTRATOR's decision. The decision of DHCS shall be final.

C. Overpayments

1. CONTRACTOR agrees that DHCS or OCMHP may recoup any such overpayment by withholding the amount owed to DHCS or OCMHP from future payments due CONTRACTOR, in the event that an audit or review performed by ADMINISTRATOR, DHCS, the State Controller's Office, or any other authorized agency discloses that CONTRACTOR has been overpaid.

2. CONTRACTOR agrees that DHCS may recoup funds from prior year's overpayments, which occurred prior to the effective date of this Contract, by withholding the amount currently owed to CONTRACTOR by DHCS.

3. CONTRACTOR may appeal recoupments according to applicable procedural requirements of the regulations adopted pursuant to WIC, Sections 5775, et seq. and 14680, et seq., with the following exceptions:

a) The recovery or recoupment shall commence sixty (60) calendar days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.

b) CONTRACTOR's liability to COUNTY for any amount recovered shall be as described in WIC, Section 5778(h).

4. Customary Charges Limitation – DHCS's obligation to CONTRACTOR shall not exceed CONTRACTOR's total customary charges for like services during each hospital fiscal year or portion thereof in which the Contract is in effect. DHCS may recoup any portion of the total payments to CONTRACTOR which are in excess of CONTRACTOR's total customary charges.

D. CONTRACTOR shall comply with Concurrent Review Policies and Procedures per DHCS Info-Notice 22-017 including:

1. CONTRACTOR shall notify ADMINISTRATOR'S third-party contractor for Concurrent Review and Authorization of services within twenty-four (24) hours of Client admission.

2. CONTRACTOR shall participate in ongoing concurrent reviews with ADMINISTRATOR's third-party contractor for ongoing authorization of treatment based upon medical necessity criteria.

E. COUNTY PAYMENTS

1. If ADMINISTRATOR identifies unfunded Clients for whom Medi-Cal eligibility cannot be obtained, COUNTY agrees to reimburse CONTRACTOR for services to these Clients at the same all-inclusive rate of \$1684 per Client Day for acute Psychiatric Inpatient Hospital Services as set forth in Paragraph IV.A., above.

2. CONTRACTOR's invoices to COUNTY shall be on a form mutually agreed upon by both Parties. Invoices are due the tenth (10th) calendar day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

3. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets,

invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

4. CONTRACTOR shall promptly return any overpayments within sixty (60) business days after the overpayment is verified by ADMINISTRATOR and both parties have agreed to any overpayment amounts to be returned.

F. CONTRACTOR shall submit the 18-3 TAR and clinical records including client Face Sheet, Initial Psychiatric Evaluation, H&P, Daily Progress Notes by the MD/NP; SW Psychosocial Note; Discharge Summary and Discharge Aftercare Plan; For Administrative Days, include SW Progress Notes supporting Admin Day criteria for authorization of payment for Psychiatric Inpatient Hospital services to ADMINISTRATOR no later than fourteen (14) calendar days after:

1. Ninety-nine (99) calendar days of continuous service to a Client, and/or
2. Discharge.

G. CONTRACTOR shall resubmit the 18-3 TAR and any additional information requested, no later than sixty (60) calendar days from the date of the deferral letter, in the event ADMINISTRATOR defers the 18-3 TAR back to CONTRACTOR to obtain further information.

H. ADMINISTRATOR shall provide CONTRACTOR with a Notification Form that is mutually agreed upon by both parties which serves to confirm hospitalization of the Client. CONTRACTOR must submit the Notification Form, along with the Client's TAR to ADMINISTRATOR for review of medical necessity and payment authorization.

I. CONTRACTOR must document, in the Client's medical record, each contact with the appropriate placement facility or the person or agency responsible for placement. CONTRACTOR must continue to document contacts with appropriate placement facilities until the Client is discharged. Contacts shall be documented by a brief description of the placement facilities reported bed availability status, reason for denial if applicable, and the signature of the person making the contact.

J. ADMINISTRATOR shall monitor the Client's status, the appropriateness of the facilities being contacted for referral, and/or the Client's chart to determine if the Client's status has changed.

K. CONTRACTOR shall notify ADMINISTRATOR, prior to 12:00 p.m., of the daily census of all Clients in which reimbursement for Psychiatric Inpatient Hospital Services will be requested.

L. CONTRACTOR shall notify ADMINISTRATOR of any Client discharge within twenty-four (24) hours of the Client's discharge.

M. CONTRACTOR shall include the Client's name, discharge date, discharge placement and placement phone number. CONTRACTOR shall inform COUNTY of where the Client has been referred for continuing treatment, along with the facility's phone number, contact person and the Client's first appointment time and date.

N. CONTRACTOR shall make reasonable efforts to notify the Regional Center Service Coordinator and Nurse Consultant of a Regional Center Client's admission within twenty-four (24) hours of admission or within twenty-four (24) hours of identifying that a Client is a Regional Center Client.

O. CONTRACTOR shall notify both the Client's Regional Center Service Coordinator and one of the Regional Center Nurse Consultants of the intent to seek their placement services. Such notification must occur on or before the date for which CONTRACTOR intends to seek Administrative Day reimbursement. CONTRACTOR may seek reimbursement from Regional Center for all Administrative Days after the first three (3) Administrative Days.

P. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours of admission of all Clients served under this Contract.

Q. CONTRACTOR shall notify ADMINISTRATOR on the day that the other health insurance benefit has been exhausted, or the day the other health insurance benefit is known to be denied, if the Client has other health insurance coverage in addition to Medi-Cal, and CONTRACTOR intends to seek Medi-Cal reimbursement for all or a portion of the hospital stay.

R. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services in the same manner to Medi-Cal Clients as it provides to all other Clients and not discriminate against Medi-Cal Clients in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

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

8. Exhibit A, Paragraph V. Reports, has been deleted in its entirety and replaced with the following:

**“ V. REPORTS**

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and/or DHCS on forms provided by either agency.

B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for CONTRACTOR to respond.

C. PROGRAMMATIC – CONTRACTOR shall submit a daily census of Clients, giving name, age, date of admission, projected date of discharge, and for planning purposes disidentified information on Clients occupying non-COUNTY beds, giving age, date of admission and projected date of discharge.

D. CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, daily census meetings, and/or interim findings as directed by ADMINISTRATOR.

E. Fiscal – CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to or provided by ADMINISTRATOR and shall report actual bed day cost and monthly projections and revenues for CONTRACTOR’S program described in the Services Paragraph of this Exhibit A to the Contract. Such reports shall be submitted to and received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

1. Reporting Serious Incidents (SIRs)

2. Results of Client Satisfaction Surveys

3. CONTRACTOR shall inform ADMINISTRATOR of any and all State Survey Results, Audits, and incidents reportable to DHCS.

F. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the



month being reported.

G. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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

9. Exhibit A, Paragraph VI. Services, subparagraphs A.1. through A.4., are added to the Contract as follows:

“1. This Facility must be licensed by the California Department of Public Health (CDPH) as a general acute care hospital as defined in Health & Safety Code Section 1250(a) or as an acute psychiatric hospital as defined in Section 1250(b);

2. Facility must be designated by the Orange County Board of Supervisors and approved by the California Department of Health Care Services (DHCS) as a Lanterman-Petris-Short (LPS) facility for 72-hour treatment and evaluation pursuant to Welfare & Institutions Code Section 5150 and 5585; CONTRACTOR shall comply with all LPS Designated Facility Criteria.

3. In addition to semi-private rooms, the facility shall include, at a minimum, space for dining, group therapy and activities, a day room/visitor room and a seclusion room; and

4. CONTRACTOR must maintain all licensure and certification in compliance with state and federal regulations.”

10. Exhibit A, Paragraph VI. Services, subparagraph C.2.a.1), of the Contract has been deleted in its entirety and replaced with the following:

“1) A psychiatric evaluation, within twenty-four (24) hours of admission, by a licensed psychiatrist. The initial psychiatric evaluation may be prepared by a Psychiatric Nurse Practitioner, and include a psychiatric history, diagnosis, and be completed in accordance with the current DSM/ICD-10. The initial psychiatric evaluation must be completed face to face and signed with an attestation by the licensed psychiatrist that they confirmed all information within the evaluation for their certification of medical necessity.”

11. Exhibit A, Paragraph VI. Services, subparagraph C.2.b.1), of the Contract has been deleted in its entirety and replaced with the following:

“1) Individual, group and collateral therapies which includes provision or supervision of family therapy sessions. Therapies will include but not limited to:

a) Documentation of Client’s attendance/participation in collateral therapy, including schedule of therapies, attendance log, and medical record progress notes.

b) Use of Evidence-Based Practices including but not limited to: motivational interviewing, solution-focused therapy, seeking safety, cognitive

behavioral therapy, and/or Dialectical-Behavioral Therapy, to address the unique symptoms and behaviors presented by Clients in accordance to ITP goals.

c) Promote recovery in individual and group sessions. Group topics may include but not be limited to: building a wellness toolbox or resource, list, WRAP plans, symptom monitoring, identifying and coping with triggers, developing a crisis prevention plan, etc.”

12. Exhibit A, Paragraph VI. Services, subparagraphs J.1. and J.2., are added to the Contract as follows:

“1. CONTRACTOR performance will be measured on the following outcomes:

a. Recidivism of Clients who are re-hospitalized within seven (7) calendar days of discharge.

1) Recidivism of Clients who are re-hospitalized within thirty (30) calendar days of discharge.

2. CONTRACTOR shall also provide outcomes on a monthly basis for the following areas:

a. Number of bed days

b. Occupancy Rate (Percent)

c. Rate of seclusion and restraints

d. The number of admissions per month

e. The average length of stay (LOS) per month.”

13. Exhibit A, Paragraph VII. Staffing, subparagraphs B., through D., of the Contract have been deleted in their entirety and replaced with the following:

“B. CONTRACTOR shall provide the following administrative staff:

1. Administrative Director who qualifies under Title 9, CCR, Section 620(d), 623, 624, 625, or 627;

2. Clinical Program Director who qualifies under Title 9, CCR, Section 620(d), 623, 624, 625, or 627;

3. Psychiatric Medical Director who qualifies under Title 9, CCR, Section 623, who shall assume medical responsibility as defined in Title 9, CCR, Section 522;

4. Clerical support;

5. Staff who reflect the linguistic and cultural patterns of the population to be served;

6. Staff to comply with Concurrent Review processes as outlined in DHCS Information Notice 22-017 and COUNTY Policies and Procedures to ensure notification to the COUNTY third party contractor of Client admission within twenty-four (24) hours of admission.

C. CONTRACTOR shall ensure that a bilingual professional or qualified interpreter is fluent in English and in the primary language spoken by the Client and the Client’s parents or primary caretakers. The bilingual professional or qualified interpreter must have the ability to accurately speak, read and interpret the Client’s primary language and that of the Client’s parents or primary caretakers. CONTRACTOR shall ensure that, when needed, a qualified interpreter is available who can accurately provide sign language services. The bilingual professional or qualified interpreter must

have the ability to translate mental health terminology necessary to convey information such as symptoms or instructions to the Client. CONTRACTOR shall ensure that the bilingual person and/or the qualified interpreter, completes appropriate courses that cover terms and concepts associated with mental illness, psychotropic medications, and cultural beliefs and practices which may influence the Client's mental health condition, if they have not been trained in the provision of mental health services.

D. CONTRACTOR shall ensure that all staff is trained and is knowledgeable in treatment issues reflecting the diversity of the Medi-Cal population. CONTRACTOR shall develop and maintain in-service staff training programs which will train staff to respect and respond with sensitivity to the language and cultural experiences of the Clients. CONTRACTOR staff shall participate in cultural competency and/or awareness training on an annual basis. Training shall be designed to help staff understand cultural diversity and may include but not be limited to such topics such as: mental health care that is unique to the Client including awareness; sensitivity to the Client's cultural and spiritual beliefs, and the role of the family in diverse cultures and ethnic groups. Additionally, training components shall include:

1. Background information for identifying and treating mental illnesses and related health conditions not commonly found in the dominant Client population;
2. Use of non-psychiatrically trained interpreters in taking Client histories and assisting with communication relating to mental health treatment; and
3. Strategies for using the belief patterns and family support systems of Clients to promote adherence to the course of treatment and assuming responsibility for preventive mental health behaviors.

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

This Amendment No. 2 modifies the Contract 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 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 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: Children’s Hospital of Orange County dba CHOC Children’s**

Kerri Ruppert Schiller

Executive Vice President & Chief Financial Officer

Print Name  
DocuSigned by:

Title

*Kerri Ruppert Schiller*

2/20/2024

EA733E343C6A473...  
Signature

Date

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**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  
DocuSigned by:

Title

*Brittany McLean*

2/21/2024

71CFE638662E411...  
Signature

Date