



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-20010215  
FOR  
PROVISION OF  
ADULT MENTAL HEALTH PSYCHIATRIC SKILLED NURSING FACILITY SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-20010215 for Adult Mental Health Psychiatric Skilled Nursing Facility Services is made and entered into on July 1, 2024 (“Effective Date”) between KF Community Care, LLC (“Contractor”), with a place of business at 2335 Mountain Avenue, Duarte, CA 91010, 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. 5<sup>th</sup> Street, 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-042-20010215 for Adult Mental Health Psychiatric Skilled Nursing Facility Services, effective July 1, 2019 through June 30, 2022, in an aggregate amount not to exceed \$37,006,713, renewable for one additional two-year term (“Contract”); and

**WHEREAS**, the Parties executed Amendment No. 1, effective May 24, 2022, to extend the Contract for two (2) years, effective July 1, 2022, through June 30, 2024, in an aggregate amount not to exceed \$29,524,384, for a revised total aggregate amount not to exceed \$66,531,097, and to amend Exhibit A; and

**WHEREAS**, the Parties executed Amendment No. 2, effective April 10, 2024, to amend Paragraph VII, Paragraph XII, Paragraph XVI, and Exhibit A of the Contract; and to exercise a ten percent (10%) contingency to cover reimbursement rate increases to increase the Period Five Aggregate Amount Not to Exceed by \$1,191,372 from \$14,951,877 to \$16,143,249, for a revised total aggregate amount not to exceed \$67,722,469; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to extend the Contract for six (6) months, effective July 1, 2024, through December 31, 2024, in an aggregate amount not to exceed \$4,380,000, for a revised total aggregate amount not to exceed \$72,102,469, and to amend Exhibit A of the Contract.

**NOW THEREFORE**, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

1. The Contract is extended for a period of six (6) months, effective July 1, 2024 through December 31, 2024, in an aggregate amount not to exceed of \$4,380,000 for this extension period, for a revised total aggregate amount not to exceed \$72,102,469; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Aggregate Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term: July 1, 2019 through December 31, 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  
 Period Six means the period from July 1, 2024 through December 31, 2024

**Aggregate Amount Not To Exceed:**

Period One Aggregate Amount Not To Exceed:	\$ 11,913,726
Period Two Aggregate Amount Not To Exceed:	12,330,706
Period Three Aggregate Amount Not To Exceed:	12,762,281
Period Four Aggregate Amount Not To Exceed:	14,572,507
Period Five Aggregate Amount Not To Exceed:	16,143,249
<u>Period Six Aggregate Amount Not To Exceed:</u>	<u>4,380,000</u>
<b>TOTAL AGGREGATE AMOUNT NOT TO EXCEED:</b>	<b>\$ 72,102,469”</b>

3. Exhibit A, Paragraph IV. Payments, of the Contract is deleted in its entirety and replaced with the following:

**“IV. PAYMENTS**

**A. COUNTY REIMBURSED IMD RATES**

1. COUNTY shall pay CONTRACTOR monthly, in arrears, at the prevailing SNF/STP daily rate, as determined by the California DHCS; however, the total of all such payments to CONTRACTOR and all other providers of mental health SNF/STP services shall not exceed COUNTY’s Aggregate Amount Not To Exceed as specified in the Referenced Contract Provisions of the Contract.
  - a. COUNTY may adjust the SNF/STP daily rate of reimbursement as directed by the DHCS.
  - b. COUNTY will reimburse CONTRACTOR only for services provided to Clients who are certified by COUNTY as eligible to receive services and for whom there is a current COUNTY treatment assessment/certification in place.
2. COUNTY shall collect SSI/SSP revenue. CONTRACTOR shall collect additional income sources and all other revenues due the Client, conservator/guardian, or legally responsible person to determine a Client share of cost. CONTRACTOR shall ensure that the Client share of cost is clearly stated on CONTRACTOR’s invoice. CONTRACTOR shall deduct the Client’s share of costs from the amount owed to CONTRACTOR by COUNTY.
  - a. ADMINISTRATOR shall review and approve Client’s revenue and share of cost. ADMINISTRATOR may adjust CONTRACTOR’s monthly invoice if the appropriate revenue is not stated and/or the share of cost has not been appropriately deducted from the amount due from COUNTY.

- b. ADMINISTRATOR may authorize CONTRACTOR to use a portion of the revenue for non-covered costs such as personal and/or incidental costs for the Client's care or personal needs. ADMINISTRATOR shall monitor such costs and may adjust the invoice to ensure that the appropriate costs are deducted from the amount due from COUNTY.
- 3. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of the 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.
- B. CONTRACTORs that provide Specialized Services in addition to SNF or SNF/STP Services, shall be reimbursed the prevailing SNF/STP daily rate and the following per diem rate for each Supplemental Service:

	Period One	Period Two	Period Three	Period Four	Period Five	Period Six
1. Hearing Impaired/ Psychiatric Services	N/A	N/A	N/A	N/A	N/A	N/A
2. Specialized Nursing Care Services	N/A	N/A	N/A	N/A	N/A	N/A
3. Subacute Services	N/A	N/A	N/A	N/A	N/A	N/A
4. Subacute-Medical Services	N/A	N/A	N/A	N/A	N/A	N/A
5. Augmented Treatment Services	N/A	N/A	N/A	N/A	N/A	N/A

- C. MEDI-CAL REIMBURSED SNF/STP RATES – CONTRACTORs reimbursed by Medi-Cal for SNF/STP Services provided in accordance with the Services Paragraph of this Exhibit A to the Contract, shall invoice the State directly for those services. COUNTY shall not pay CONTRACTOR for SNF/STP Services paid directly to CONTRACTOR from the State.
- D. MEDI-CAL REIMBURSED SNF RATES – CONTRACTORs reimbursed by Medi-Cal for SNF Services provided in accordance with the Services Paragraph of this Exhibit A to the Contract, shall invoice the State directly for those services. COUNTY shall not pay CONTRACTOR for SNF Services paid directly to CONTRACTOR from the State.
- E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Contract.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.”

4. Exhibit A, Paragraph VI. Services, of the Contract is deleted in its entirety and replaced with the following:

**“VI. SERVICES**

CONTRACTOR agrees to provide the following Psychiatric Skilled Nursing Facility services, hereunder marked with a "X" in the table below, pursuant to the terms and conditions specified in the Contract for the provision of such services by and between COUNTY and CONTRACTOR as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>PERIOD FIVE</u>	<u>PERIOD SIX</u>
Skilled Nursing Facility Services	N/A	X: \$203.69	N/A	N/A	N/A	N/A
Skilled Nursing Facility Services with Special Treatment Program (SNF/STP) Services	X: \$197.00	X: \$203.69	X: \$210.62	X: \$223.26	X: \$225.00	X: \$225.00
Hearing Impaired/Psychiatric Services	N/A	N/A	N/A	N/A	N/A	N/A
Specialized Nursing Care Services	N/A	N/A	N/A	N/A	N/A	N/A
Subacute Services	N/A	N/A	N/A	N/A	N/A	N/A
Subacute Medical Services	N/A	N/A	N/A	N/A	N/A	N/A
Augmented Treatment Services	N/A	N/A	N/A	N/A	N/A	N/A

5. Exhibit A, Paragraph VII. Type of Payments, of the Contract is deleted in its entirety and replaced with the following:

**"VII. TYPE OF PAYMENTS**

CONTRACTOR agrees to the compensation marked with a "X" in the table below.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE	PERIOD SIX
COUNTY Reimbursed IMD Rates	X: \$197.00	X: \$203.69	X: \$203.69	X: \$203.69	X: \$225.00	X: \$225.00
Medi-Cal Reimbursed SNF/STP Rates	N/A	N/A	N/A	N/A	N/A	N/A
Medi-Cal Reimbursed SNF Rates	N/A	N/A	N/A	N/A	N/A	N/A
Specialized Services Rates Hearing	N/A	N/A	N/A	N/A	N/A	N/A

Impaired/Psychiatric Services						
Specialized Nursing Care Services	N/A	N/A	N/A	N/A	N/A	N/A
Subacute Services	N/A	N/A	N/A	N/A	N/A	N/A
Subacute Medical Services	N/A	N/A	N/A	N/A	N/A	N/A
Augmented Treatment Services	N/A	N/A	N/A	N/A	N/A	N/A

This Amendment No. 3 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. 3, and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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: KF COMMUNITY CARE, LLC**

Shannon Bland

Administrator

Print Name  
DocuSigned by:

*Shannon Bland*

90B1FBC972AE46F...  
Signature

Title

4/22/2024

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