



AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-20010244
FOR
CRISIS STABILIZATION SERVICES

This Amendment (“Amendment No. 5”) to Contract No. MA-024-20010244 for Adult Crisis Stabilization Services is made and entered into on July 1, 2022, (“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 or about 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 or about 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 or about June 1, 2020, the Parties executed Amendment No. 3 to modify the Budget paragraph in Exhibit A of the Contract; and

WHEREAS, on or about April 1, 2021, the Parties executed Amendment No. 4 to modify the Budget paragraph in Exhibit A of the Contract and to increase the Period Two Amount Not To Exceed by \$799,017 and the Period Three Amount Not To Exceed by \$1,365,110, for a revised cumulative total amount not to exceed \$15,510,032; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend Exhibit A 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; and

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

1. The Contract is renewed for a period of one-year, effective July 1, 2022, through June 30, 2023, in an amount not to exceed \$5,816,301 for this renewal period, for a revised cumulative total amount not to exceed \$21,326,333; on the amended terms and conditions.

2. 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, 2019 through June 30, 2023

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

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:	5,414,694
Period Four Amount Not To Exceed:	<u>5,816,301</u>
TOTAL AMOUNT NOT TO EXCEED:	\$21,326,333”

3. All references to “Maximum Obligation” in the Contract shall be replaced with “Amount Not To Exceed”.

4. Paragraph VI. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. 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 Agreement. 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 agreements 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 a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

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

“I. COMMON TERMS AND DEFINITIONS

A. The Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services, provided to individuals seen in County and County contracted services, into IRIS.

2. CAT means Crisis Assessment Team which provides twenty-four (24) hour mobile response services to anyone who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides linkage, follow ups for individuals evaluated. There are separate adult and youth CATs.

3. Client or Individual means a person who is referred or enrolled, for services under the Agreement who is living with mental or emotional disorders.

4. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents aged thirteen (13) and older who are experiencing a psychiatric crisis and need immediate evaluation. Individuals receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-nine (59) minutes.

5. Diagnosis means identifying the nature of a disorder. When formulating a Diagnosis(es), CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association and/or ICD 10. ICD10 diagnoses will be recorded on all IRIS documents, as appropriate.

6. Engagement means the process where a trusting relationship is developed over a short period of time with the goal to link the individual(s) to appropriate services within the community. Engagement is the objective of a successful outreach.

7. Face-to-Face means an encounter between the individual/parent/guardian and provider where they are both physically present. This does not include contact by phone, email, etc., except for Tele psychiatry provided in a manner that meets COUNTY protocols.

8. Head of Service means an individual ultimately responsible for overseeing the program and is required to be licensed as a mental health professional.

9. Integrated Records Information System (IRIS) means ADMINISTRATOR's database system and refers to a collection of applications and databases that serve the needs of programs within COUNTY and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.

10. Lanterman–Petris–Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) means guidelines for handling involuntary civil commitment to a mental health institution in the State of California.

11. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

12. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the provisions of Chapter 13 and Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

13. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the provisions of Chapter 13 and Chapter 16 of the California Business and Professions Code, who can provide clinical service to individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

14. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

15. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

16. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

17. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the Department of Justice (DOJ) for the completion of a criminal record check, typically required of employees who have direct contact with the individuals served.

18. Medi-Cal means the State of California's implementation of the federal Medicaid health care program which pays for a variety of medical services for children and adults who meet eligibility criteria.

19. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services.

20. The Mental Health Services Act (MHSA) means a voter-approved initiative to develop a comprehensive approach to providing community-based mental health services and supports for California residents. It is also known as "Proposition 63."

21. National Provider Identifier (NPI) means the standard unique health identifier that was adopted by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals, and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

22. Milestones of Recovery Scale (MORS) means a Recovery scale that COUNTY uses in Adult Mental Health programs. The scale assigns Clients to their appropriate level of care and replaces diagnostic and acuity of illness-based tools.

23. Notice of Adverse Benefit Determination (NOABD) means a Medi-Cal requirement that informs the Client that she/he is not entitled to any specialty mental health service. COUNTY has expanded the requirement for an NOABD to all Clients requesting an Assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

24. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and disclosures of their PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as set forth in HIPAA.

25. Outreach means linking individuals to appropriate Mental Health Services within the community. Outreach activities will include educating the community about the services offered and requirements for participation in the various mental health programs within the community. Such activities will result in CONTRACTOR developing their own Referral sources for programs being offered within the community.

26. Peer Recovery Specialist/Counselor means an individual in a paid position who has been through the same or similar Recovery process as those being assisted to attain their Recovery goals in the CSU. A peer Recovery Specialist practice is informed by personal experience.

27. Program Director means an individual who is responsible for all aspects of administration and clinical operations of the mental health program, including development and adherence to the annual budget. This individual also is responsible for the following: hiring, development and performance management of professional and support staff, and ensuring mental health treatment services are provided in concert with COUNTY and state rules and regulations.

28. Protected Health Information (PHI) means individually identifiable health information usually transmitted through electronic media. PHI can be maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and is related to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

29. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience treating children and TAY.

30. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal recipients in order to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of the cases.

31. Referral means effectively linking individuals to other services within the community and documenting follow-up provided within five (5) business days to assure that individuals have made contact with the referred service(s).

32. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of the California Business and Professions Code, who can provide clinical services to the individuals served. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

33. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age of eighteen (18) years who have a mental health disorder, as identified in the most recent edition of the DSM and/or the ICD 10, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. W&I 5600.3.

34. Serious Mental Impairment (SMI) means an adult with a mental health disorder that is severe in degree and persistent in duration, which may cause reduced mental health functioning that interferes substantially with the primary activities of daily living and may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. W&I 5600.3.

35. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

36. Token means the security device which allows an individual user to access COUNTY's computer based IRIS.

37. Uniform Method of Determining Ability to Pay (UMDAP) means the UMDAP refers to the method used for determining an individual's annual liability for Mental Health Services received from COUNTY mental health system and is set by the State of California.

38. Unit of Service (UOS) means one (1) hour during which services are provided to an individual pursuant to the Agreement. Each one (1) hour block that the individual receives crisis stabilization services shall be claimed. 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.

39. Wellness Recovery Action Plan (WRAP) means a self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement."

6. 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 FOUR	TOTAL
PROGRAM ADMINISTRATION		
Salaries	64,808	\$ 64,808
Benefits	16,202	16,202
Indirect	<u>677,000</u>	<u>677,000</u>
SUBTOTAL ADMINISTRATION	\$758,010	\$ 758,010
PROGRAM COSTS		
Salaries	2,516,436	\$2,516,436
Benefits	629,108	629,108
Services and Supplies	<u>1,912,746</u>	<u>1,912,746</u>
SUBTOTAL PROGRAM COSTS	\$5,058,291	\$5,058,291
TOTAL COSTS	\$5,816,301	\$5,816,301
TOTAL REVENUE (MHSA)	\$5,816,301	\$5,816,301
TOTAL AMOUNT NOT TO EXCEED	\$5,816,301	\$5,816,301”

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

“B. For Actual Costs Services for the period of July 1, 2022 through June 30, 2023, provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$484,692, per month, as specified in the Referenced Contract Provisions 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 the budget listed in Paragraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed the Not To Exceed Amount 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.”

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

“IV. REPORTS

A. CONTRACTOR is required to comply with all applicable reporting requirements, including the requirements set forth in Division 5 of the California Welfare Institutions Code and Division 1, Title 9 of the California Code of Regulations, as well as any reports required of LPS designated facilities in the County of Orange.

B. CONTRACTOR shall enter demographic information of all clients served, direct services information, and other appropriate data into COUNTY’s data information system (IRIS).

C. PROGRAMMATIC – 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, and or interim findings as directed by ADMINISTRATOR. 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 the twentieth (20th) calendar day following the end of the month being reported.

D. On a monthly basis, CONTRACTOR shall report the following information to ADMINISTRATOR on a County approved data dashboard. The following will be reported in order to improve consistency and collaboration amongst all County and County contracted CSUs:

1. Number of admissions, both involuntary vs voluntary;
2. Referral source;
3. Number of admissions by funding (Medi-Cal, Health Plan, unfunded, etc.);
4. Average daily census;
5. Average length of stay (LOS);
6. Number of discharges and inpatient transfers;
7. Type of residence upon discharge;
8. Summary of Satisfaction Survey Results;
9. Instances of Restraint and Seclusions/ Initiated and Instances of Seclusions;
10. Percentages of Individuals seen for medication by MD/NP within an hour;
11. Percentages Discharged to a lower level of care and higher level of care;
12. Number of stays over twenty-four (24) hours and respective LOS for each;
13. A mutually agreed upon measure of seclusion and restraint utilization;
14. Recidivism, defined as readmissions occurring up to 14 days post-discharge; and

15. Data regarding recidivating individuals with unmet needs, defined as individuals with four or more admissions in a month.

E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issue that materially or adversely affect the quality or accessibility of services provided by, or under contract with, COUNTY.

F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of the individuals seen, including, but not limited to, serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident in the form of a Special Incident Report (SIR).

G. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as 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 Agreement.”

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

“V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain the capability to provide Crisis Stabilization Services to individuals aged eighteen (18) and above at the following facility, which meets the minimum requirements for Medi-Cal eligibility and Designation, or any other location approved by ADMINISTRATOR as specified below:

College Hospital Crisis Stabilization Unit

301 Victoria Street

Costa Mesa, CA 92627

2. CONTRACTOR shall provide Crisis Stabilization Services twenty-four (24) hours per day seven (7) days per week, 365 days per year.

3. The Facility shall have access for persons presenting on a walk-in basis, via police drop off and ambulance delivery.

4. The Facility shall have a minimum of twenty-eight hundred (2,800) square feet with the majority of the space dedicated to individuals served and their care. Treatment areas shall be in visible line of sight from the nursing area. Space shall be allocated for: rest; socialization/living room; dining; seclusion/quiet rooms for agitated

persons; private intake/exam space; medication room; and sufficient work space for staff and conference/meeting rooms. Space shall be designed for the individuals treated and treatment staff to coningle for the majority of the time and shall enable them to work together in an easily accessible fashion. There shall be space dedicated for their families and significant others/support network to receive collateral treatment and areas for family/significant others to participate in program, visit, and stay with the individual being treated as clinically indicated.

5. The Facility shall be used exclusively for the CSU and COUNTY shall have full access to the Facility and to COUNTY's service providers. CONTRACTOR is responsible for maintenance, repair, and capital improvements to the Facility.

6. The Facility shall meet the standards of the applicable sections of:

a. Sections 1840.338 and 1840.348 of California Code of Regulations (CCR) Title 9, for Crisis Stabilization Services;

b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq., as implemented in 45 CFR 84.1 et seq.);

c. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation;

d. All SD/MC requirements as delineated in California Code of Regulations, Title 9, Chapter 11, Medi-Cal Specialty Mental Health Services; and

e. All applicable requirements delineated in Division 5 of the California Welfare & Institutions Code and required by ADMINISTRATOR for LPS designated facilities.

7. CONTRACTOR shall be SD/MC certified prior to the effective date for commencing contracted services. To obtain COUNTY'S certification of CONTRACTOR'S site, CONTRACTOR is responsible for making any necessary changes to meet or maintain Medi-Cal site standards.

8. CONTRACTOR shall be LPS designated prior to the effective date for commencing contracted services.

9. The Facility shall have a capacity to serve twelve (12) individuals at a time and will include adequate physical space to support the services identified within this Agreement.

10. CONTRACTOR'S administrative staff holiday schedule shall be consistent with COUNTY'S holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

B. INDIVIDUALS TO BE SERVED:

1. Orange County Residents.

2. Individuals experiencing a mental health emergency, who may have a co-occurring disorder, at risk of hospitalization and cannot wait for a regularly scheduled appointment.

3. Adults ages eighteen (18) years and older, including Transitional Age Youth (TAY) between the ages of eighteen (18) and twenty-five (25).

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall provide psychiatric crisis stabilization services on a twenty-four (24) hours a day basis as a viable option to the default presentation to emergency departments for persons in mental health crisis. Crisis stabilization services shall include, but is not limited to: psychiatric assessment, physical screening, collateral history, therapy, crisis intervention, medication services, education, nursing assessment, peer specialist services, coordination of referrals to continuing care and emergency housing, post discharge planning and facilitation of transfer of individuals to inpatient treatment facilities when clinically appropriate and indicated.

2. CONTRACTOR shall perform clinical and psycho-diagnostic assessment using the most recent DSM and/or ICD11 to include clinical consideration of each fundamental need: physical, psychological, familial, educational, social, environmental and recreational. Additional examinations, tests and evaluations may be conducted as clinically indicated. Findings of the examinations and evaluations shall be documented in the individual record and signed by CONTRACTOR's appropriate and responsible staff.

3. CONTRACTOR shall provide psychiatric evaluations by licensed psychiatrist or psychiatric nurse practitioner(s) who shall issue prescriptions and order medications as clinically indicated. Medication support services shall include a system of medication quality review provided by well-trained, experienced psychiatrists knowledgeable in the use of medication to improve functioning.

4. CONTRACTOR shall complete physical health assessments which shall be performed by a physician, doctor of osteopathy, a nurse practitioner or registered nurse. CONTRACTOR shall provide or arrange for laboratory tests as are necessary to adequately complete the assessment and to support continued psychiatric stabilization of the individual. Non-emergency medical intervention will be provided on-site by qualified and trained and appropriately licensed individuals.

5. CONTRACTOR shall engage both the individual and the individuals' family or other significant support persons whenever possible. Such collateral services may include providing therapy to adult caregivers or significant others to help the individual in maintaining living arrangements in the community. CONTRACTOR shall refer such caregiver(s) to appropriate community supports, and/or educational services. CONTRACTOR shall document contact with family/support persons or document why such contact is not possible or not advisable.

6. CONTRACTOR shall obtain valid consents from the individuals served.

7. CONTRACTOR shall provide a sufficient amount of treatment services at all times to accommodate the individuals served and their supports not able to participate during regular daytime hours.

8. CONTRACTOR shall provide individual sessions for intake, recovery planning, and discharge. Additional individual counseling sessions shall take place as clinically necessary.

9. CONTRACTOR shall use individual therapy, brief intensive services, motivational interviewing, and short-term group therapy modalities including psycho-educational, cognitive behavioral and self-soothing therapy techniques.

10. CONTRACTOR shall promote recovery via individual and/or group sessions. Topics may include, but not be limited to: building a wellness toolbox or resource list, trauma informed principles of self-care, healthy habits, symptom monitoring, triggers and early warning signs of symptoms/relapse, identifying a crisis plan, and WRAP, etc.

11. CONTRACTOR shall ensure staff are available to provide all necessary substance use disorder treatment services or referrals for individuals who are living with a co-occurring substance use disorder problem in addition to their mental health issues as appropriate.

12. CONTRACTOR shall develop strategies to advance trauma-informed care and to accommodate the vulnerabilities of trauma survivors.

13. Services are to be provided in an environment which is compatible with and supportive of a recovery model. Services shall be delivered in the spirit of recovery and resiliency, tailored to the unique strengths of each individual. The focus will be on personal responsibility for symptom management and independence, which fosters empowerment, hope, and an expectation of recovery from mental health illness. Recovery oriented and trauma informed language and principles shall be evident and incorporated in CONTRACTOR's policies, program design and space, and practice.

14. CONTRACTOR shall sustain a culture that supports and employs Peer Recovery Specialist/Counselors in providing supportive socialization for individuals that will assist in their recovery, self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories of recovery as much as possible to stimulate the milieu with the notion that recovery is possible and to destigmatize mental health issues, inspire, and provide guidance.

15. CONTRACTOR shall ensure that individuals leave the facility with a medication supply sufficient to bridge them to their aftercare appointment by establishing a contractual agreement with a licensed pharmacy to deliver and supply discharge medications as necessary.

16. CONTRACTOR shall ensure prescribers consider respective formularies as part of their prescribing practices.

17. CONTRACTOR shall have nutritious snacks available as needed. Special dietary needs will be handled on an as needed basis. In the event an individual remains in the CSU for a period in excess of twenty-four (24) hours; provider will ensure light meals can be provided.

18. CONTRACTOR shall provide linkage and consultation with both more restrictive levels of care and community based services designed to avoid hospitalization.

19. CONTRACTOR shall develop a written discharge and aftercare plan, including written discharge instructions for each individual that shall be based on the assessment and diagnosis of that individual. The discharge/aftercare plan and discharge instructions shall include all required elements for designated facilities.

20. CONTRACTOR shall adhere to any/all LPS designated facility requirements including providing assessments for involuntary hospitalization when necessary. This service must be available twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

21. CONTRACTOR will make follow up calls to assist individuals in making successful linkage to on-going mental health services. Such calls shall be initiated within twenty-four (24) hours during business days and seventy-two (72) hours during weekend periods and shall be documented in the medical record.

22. As a designated outpatient facility, the Facility may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-nine (59) minutes. CONTRACTOR shall have a process in place for describing actions taken when a person seen at the CSU has an episode that exceeds the twenty-three (23) hours and fifty-nine (59) minute limitation for a CSU stay. At a minimum, CONTRACTOR will notify COUNTY's Patient Rights Advocate of these instances. CONTRACTOR shall follow designated outpatient requirements as modified by the state for Crisis Stabilization.

23. CONTRACTOR is responsible to provide or arrange for the transport of individuals requiring an inpatient level of care.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement."

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

“VI. STAFFING

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) calendar 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	4.30
Staff RN	8.50
MHW	10.50
LCSW	4.20
MSW	2.10
Clinical Coordinator	1.10
Head of Service	0.50
UR Manager	<u>0.50</u>
SUBTOTAL PROGRAM	31.70
TOTAL FTEs	32.20"

B. CONTRACTOR shall provide adequate staffing to assure that the services outlined above are performed in an efficient manner.

C. CONTRACTOR shall provide staffing in conformance with Title 9 regulations for Crisis Stabilization services; shall have as Head of Service a licensed mental health professional in conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed MFT or RN; and shall have one RN on-site at all times.

D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement, the vacancies must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

E. CONTRACTOR shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect to the Agreement, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

F. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

G. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery and/or family members of persons in recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment, hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

H. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

I. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultations as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

J. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers or intern as specified in their respective job descriptions or work contracts.

K. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

L. CONTRACTOR shall provide detailed job descriptions, including education and experience requirements, all applicable responsibilities, assigned duties, and workflow for each delineated position.

M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

9. Exhibit A, Paragraph VII. Quality Improvement, of the Contract is deleted in its entirety and replaced with the following:

“VII. QUALITY IMPROVEMENT

A. CONTRACTOR shall participate in any clinical case review and implement any recommendations made by COUNTY to improve the care provided to the individuals seen.

B. CONTRACTOR shall conduct Supervisory Review in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local guidelines and standards.

C. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is reflected in the individual’s chart within seventy-two (72) hours after the completion of services.

D. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards. CONTRACTOR shall have a utilization management process in place to internally monitor documentation and billing standards on a routine basis.

E. CONTRACTOR shall complete the steps required for Clinical management/supervisory staff to become Certified Chart Reviewers per COUNTY’s Authority and Quality Improvement Services (AQIS).

F. CONTRACTOR shall demonstrate the capability to maintain a medical records system, including the capability to utilize HCA’s IRIS system, to enter appropriate data. CONTRACTOR shall regularly review one hundred percent (100%) of their charting for accuracy and clinical appropriateness, IRIS data input and billing systems to ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions, and follow up on corrections in a timely manner.

G. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality improvement meetings and processes. Such records and minutes also are subject to regular review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ADMINISTRATOR’s P&P.

H. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC and medication monitoring meetings and complete all Medication Monitoring reports per COUNTY.

I. CONTRACTOR shall allow COUNTY to periodically review the quantity and quality of services provided pursuant to this Agreement. This review will be conducted at CONTRACTOR’s facility (ties) and will consist of a review of medical and other records of Clients provided services pursuant to the Agreement.

J. At all times during the term of this contact, CONTRACTOR shall maintain a compliance program in accordance with COUNTY.

K. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited to:

1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care and implement any recommendations made by COUNTY to improve individual care;

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, whether it is or is not progressing

satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&Ps, review of statistics and clinical services; and

3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or ADMINISTRATOR.

L. CONTRACTOR will follow the following guidelines for COUNTY tokens:

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

a. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

b. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

c. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

1) Token of each staff member who no longer supports this Agreement;

2) Token of each staff member who no longer requires access to the HCA IRIS;

3) Token of each staff member who leaves employment of CONTRACTOR;

4) Token is malfunctioning; or

5) Termination of Agreement.

d. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

e. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

M. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions.

2. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

N. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for COUNTY, as the MHP, to any individual who received services under the Agreement.

O. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on individuals seen in COUNTY services without obtaining prior written authorization from ADMINISTRATOR.

P. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

Q. CONTRACTOR shall maintain all requested and required written policies, and provide to ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not limited to, the following:

1. Admission Criteria and Admission Procedure;
2. Assessments;
3. Individual and Group Counseling Sessions;
4. Crisis Intervention/Evaluation for Involuntary Holds;
5. Treatment of Non-Compliant Individuals/Unplanned Discharges;
6. Medication Management and Medication Monitoring;
7. Recovery Program Policies and Practices;
8. Community Integration/Case Management/Discharge Planning;
9. Documentation Standards;
10. Quality Management/Performance Outcomes;
11. Individual Rights;
12. Personnel/In service Training;
13. Ensuring Proper Staffing;
14. Unusual Occurrence Reporting;
15. Code of Conduct/Compliance;
16. Mandated Reporting;
17. Seclusion and Restraints;
18. De-escalation Techniques, including use of voluntary and/or emergency medications;
19. Nutritious Snack Services; (if clients remain in CSU over 24 hours the availability of light meals are addressed above);
20. Transportation Services;
21. Peer Mentor Services;
22. Chart Review Protocol; and
23. Any/all required LPS Designation Protocols.

R. CONTRACTOR shall provide initial and on-going training and staff development that includes, but is not limited to, the following:

1. Orientation to the programs' goals and P&Ps;
2. Training on subjects as required by state regulations;
3. Orientation to the services section, as outlined in the Services Paragraph of this Exhibit A to the Agreement;
4. Recovery philosophy, Trauma Informed Care and individual empowerment;
5. Crisis intervention and de-escalation;
6. Substance use disorder and dependence;
7. Motivational interviewing;
8. Seclusion and Restraints;
9. Crisis Prevention and Crisis Intervention Training;
10. Documentation Training;
11. Assessment and Diagnosis;
12. LPS Involuntary Detention Policies; and
13. Community and Ancillary Resources.

S. PROGRAM DIRECTOR – The Program Director will have ultimate responsibility for the program (s) and will ensure the following:

1. CONTRACTOR shall maintain adequate records on each individual seen in services, which shall include all required forms and evaluations, on-going progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services;

2. CONTRACTOR shall retain on staff, a Certified reviewer trained by ADMINISTRATOR's AQIS Unit. This reviewer shall complete one hundred percent (100%) audit of individual charts regarding clinical documentation, ensuring all charts are in compliance with medical necessity and Medi-Cal/Medicare chart compliance. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

3. Provide clinical direction and training to staff on all clinical documentation;
4. Oversee all aspects of the clinical services of the Crisis Stabilization program (s);
5. Coordinate with clinicians, psychiatrists and/or nurses regarding individual treatment issues, professional consultations, or medication evaluations; and

6. Facilitate on-going program development and provide or ensure appropriate and timely supervision and guidance to staff regarding difficult cases and mental health emergencies.

T. PERFORMANCE OUTCOMES:

1. CONTRACTOR shall be required to achieve, track and report Performance Outcome Objectives, on a quarterly basis as outlined below:

- a. CONTRACTOR shall track admission and treatment rates. CONTRACTOR shall sustain an average daily census of sixteen (16) unduplicated individuals per day.
- b. CONTRACTOR shall track discharge rates. At least 55% of individuals admitted shall be successfully stabilized and returned to the community.
- c. CONTRACTOR shall track linkage rates for those individuals returning to the community. At least 75% of individuals returned to the community shall successfully link (keep appointment) to on-going mental health services within 14 days of discharge.
- d. CONTRACTOR shall provide timely evaluations as measured by completing ninety five percent (95%) of CSU admissions within one (1) hour of individual's arrival on a monthly basis.
- e. CONTRACTOR shall provide the least restrictive alternatives and an effective medication approach that results in seclusion and restraint use of one point six percent (1.6%) or less of admissions per month.
- U. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Quality Improvement Paragraph of this Exhibit A to the Agreement."

This Amendment No. 5 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. 5 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 5, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. 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: CSU LLC DBA College Hospital Crisis Stabilization Unit

Susan L. Taylor

Print Name

DocuSigned by:

Susan Taylor, JD

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Title

4/19/2022

Date

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

Purchasing Agent/Designee Authorized Signature:

William Norsetter

Print Name

Deputy Purchasing Agent

Title

Signature

Date

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

Brittany McLean

Print Name

DocuSigned by:

Brittany McLean

9713A4061D4343D...

Deputy County Counsel

Title

4/20/2022

Date