

**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-22011507
FOR
INPATIENT MENTAL HEALTH SERVICES FOR YOUTH**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-22011507 for Inpatient Mental Health Services for Youth is made and entered into on July 1, 2026 (“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 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 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to renew the Contract for one year, effective July 1, 2024 through June 30, 2025, in an amount not to exceed \$1,500,000, for a revised cumulative contract total amount not to exceed \$2,500,000, and to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 3 to renew the Contract for one year, effective July 1, 2025 through June 30, 2026, in an amount not to exceed \$1,500,000, for a revised cumulative contract total amount not to exceed \$4,000,000, and to amend Paragraph XXX. and Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to renew the Contract for one year, effective July 1, 2026 through June 30, 2027, and to amend Exhibit A of 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, 2026, through June 30, 2027, in an amount not to exceed ~~\$1,500,000~~ for this renewal term, for a revised cumulative contract total amount not to exceed ~~\$54,500,000~~.
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, 2022 through June 30, 2027

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

Period Four means the period from July 1, 2025, through June 30, 2026

Period Five means the period from July 1, 2026, through June 30, 2027”

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
Period Four Amount Not To Exceed:	\$1,500,000
Period Five Amount Not To Exceed:	\$1,500,000
Total Amount Not To Exceed:	\$54,500,000

3. Exhibit A, Paragraph IV. Payments, subparagraph C.1., of the Contract are deleted in their entirety and replaced with the following:

“C. 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	(Period Five)	
		Daily Rate Ages 3-11	Daily Rate Ages 12-17
0114	Single Room Adolescent/Child, Psychiatric (Billed to DHCS)	\$1,387.60 <u>2,500</u>	\$1,387.60 <u>2,500</u>
N/A	Invoiced to ADMINISTRATOR	\$380.60	\$296.40
	TOTAL	\$1,768.20	\$1,684.00
169	Administrative Day	Current DHCS Rate	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."

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be 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

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Print Name

Deputy County Counsel
Title

Signature

Date