

ORGANIZATIONAL PROVIDER AGREEMENT

VENTURA COUNTY BEHAVIORAL HEALTH

and

TELECARE CORPORATION (CASA C – “HOUSE OF TRANSITIONS”)

FY 2023-24

MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES

This Agreement (“Agreement”) is made and entered into as of this 1st day of July 2023, by and between the County of Ventura, acting through its Behavioral Health Department (VCBH), a primary service provider, hereinafter referred to as “COUNTY,” and Telecare Corporation, hereinafter referred to as “CONTRACTOR.”

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

1. **TERM.** This Agreement term shall begin July 1, 2023 and continue through June 30, 2024, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2023-24. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties up to two (2) times, each for a period of no more than one (1) year.
2. **DESCRIPTION OF SERVICES.** CONTRACTOR shall furnish and provide all personnel, equipment, and supplies necessary to perform the services in the type and manner described in Exhibit "A" (PROGRAM DESCRIPTION), attached hereto, and incorporated herein by this reference.
3. **PAYMENT.** The maximum contract amount shall not exceed **\$1,051,654**. CONTRACTOR shall be paid in accordance with Exhibit “B” (PAYMENT TERMS: SERVICES COMPONENT) and Exhibit “B-1” (PAYMENT TERMS: BOARD & CARE COMPONENT).
4. **NOTICE.**
 - A. Notice shall be deemed to have been served when it is deposited in the United States Mail, registered, or certified, postage prepaid, and addressed as follows:

TO COUNTY

Scott Gilman, MSA, Director
Ventura County Behavioral Health
1911 Williams Drive, Suite 200
Oxnard, CA 93036

TO CONTRACTOR

Leslie Davis
Telecare Corporation
1080 Marina Village Parkway #100
Alameda, CA 94501-1078

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

B. Site Certification. The CONTRACTOR shall notify the COUNTY in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. CONTRACTOR shall notify COUNTY of a change of service location at least six (6) months in advance to allow COUNTY sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement. Should CONTRACTOR be unable to provide 6 months notification to COUNTY of a change of service location, CONTRACTOR will notify COUNTY at the earliest opportunity in order to facilitate the site certification process.

C. Organizational Status/Ability to Provide Services. CONTRACTOR must immediately notify COUNTY of a change in ownership, organizational status, licensure, or ability of CONTRACTOR to provide the quantity or quality of the contracted services in a timely fashion.

5. **DIRECTOR.** As used in this Agreement, "DIRECTOR" shall mean the Director of VCBH.

6. **OPERATION AND ADMINISTRATION.**

A. CONTRACTOR or the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments shall be maintained and retained by the CONTRACTOR and made available for review and/or inspection by the COUNTY at reasonable times during normal business hours.

B. CONTRACTOR shall make available upon request by the DIRECTOR copies of all public information which is material to the performance of this Agreement.

- C. This Agreement shall be administered on behalf of COUNTY by the DIRECTOR or his or her designee. The DIRECTOR or his or her designee is authorized to take such actions in administering this Agreement on behalf of COUNTY as may be necessary or appropriate, including, by the way of example, but without limitation, agreeing to extensions of this Agreement on behalf of COUNTY, and giving notices of termination. CONTRACTOR shall designate a person who shall function as a liaison with COUNTY regarding CONTRACTOR's performance hereunder.

7. STATUS OF CONTRACTOR.

- A. It is understood and agreed that the CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto.
- B. It is understood and agreed that the CONTRACTOR will not be entitled to any benefits payable to employees of the COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, the CONTRACTOR hereby holds COUNTY and State harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- C. It is further understood and agreed by the parties hereto that, except as otherwise provided, CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
- D. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by the CONTRACTOR. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 8. **CONFLICT OF INTEREST.** CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR acknowledges and agrees to comply with all applicable State and Federal laws and regulations governing conflicts of interest, including, but not limited to, the Political Reform Act,

California Public Contract Code section 10365.5, California Government Code section 1090, 42 C.F.R. part 438.58, and the prohibitions described in Social Security Act section 1902(a)(4)(C).

9. LAWS AND REGULATIONS.

A. Construction and Venue. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and venue for any action brought with respect to any claims arising out of this Agreement shall be brought exclusively in the California Superior Court for Ventura County. The venue for any legal action in Federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the Federal courts shall be the Central District of California.

B. Applicable Federal Law. CONTRACTOR shall comply with all federal laws, regulations, and published guidelines (including without limitation all applicable subregulatory guidance, contract provisions, policy letters, procedures, rules, ordinances, directives, manuals, information notices, and any amendments or changes thereto) to the extent that these authorities contain requirements applicable to CONTRACTOR's performance under this Agreement. These authorities may include, but are not necessarily limited to the following:

- Title 2, Code of Federal Regulations (CFR) Part 200, Subpart F, Appendix II
- Applicable provision of Title 42 CFR
- Title 42 CFR Part 431, Subpart F
- Title 42 CFR Part 433, Subpart D
- Title 42 CFR Part 434
- Title 42 CFR Part 438
- Title 45 CFR Part 75, Subpart D
- Title 45 CFR Part 95, Subpart F
- Title 45 CFR Section 92.1
- Title 45 CFR Section 455
- Applicable Medi-Cal/Medicaid and Medicare laws, requirements, and rules
- Title VI of the Civil Rights Act of 1964
- Title IX of the Education Amendments of 1972
- Age Discrimination Act of 1975
- Rehabilitation Act of 1973

- Americans with Disabilities Act
- Section 1557 of the Patient Protection and Affordable Care Act
- Health Insurance Portability and Accountability Act (HIPAA)
- Deficit Reduction Act of 2005
- Balanced Budget Act of 1997
- Copeland Anti-Kickback Act (18 USC § 874, 40 USC § 3145) and implementing regulations at 29 CFR Part 3, as may be amended.
- Davis Bacon Act, as amended (40 USC 3141 et seq.), and implementing regulations at 29 CFR Parts 1, 3, and 5, as may be amended.
- Contract Work Hours and Safety Standards Act (40 USC § 3701 et seq.) and implementing regulations at 29 CFR Part 5, as may be amended.
- Federal laws that pertain to beneficiary rights

C. Federal Financial Participation Funds. Should any part of the scope of work under this Agreement relate to a California program receiving Federal Financial Participation (FFP) funds that are no longer authorized by law (e.g., programs or funds vacated by a court of law, program or funds for which CMS has withdrawn Federal authority, program or funds which are the subject of a legislative repeal), CONTRACTOR agrees not to work on that part of the Agreement after the effective date of the loss of such program authority. Prior to being compensated for any work that has lost program authority, DHCS must first adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If the CONTRACTOR works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, then CONTRACTOR will not be paid for that work. If COUNTY has paid CONTRACTOR in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this Agreement the work was to be performed after the date the legal authority ended, then CONTRACTOR agrees to return all payments for that work. However, if CONTRACTOR worked on a state program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and COUNTY included the cost of performing that work in its payments to CONTRACTOR, then CONTRACTOR may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority. COUNTY will use its best efforts to provide CONTRACTOR with timely notice of the loss of program authority.

D. Applicable California Law. CONTRACTOR shall comply with all California laws, regulations, and published guidelines (including without limitation all applicable subregulatory guidance, contract provisions, policy letters, procedures, rules, ordinances, directives, manuals, Mental Health and Substance Use Disorder Services (MHSUDS) information notices and Behavioral Health information

notices (BHIN) (information notices), and any amendments or changes thereto) to the extent that these authorities contain requirements applicable to CONTRACTOR's performance under this Agreement. These authorities may include, but are not necessarily limited to the following:

- Applicable provisions of the California Welfare and Institutions Code, including but not limited to:
- Division 5
- Sections 14059.5 and 14184.402
- Sections 14680 – 14685.1
- Sections 14700 – 14727
- Chapter 7 of Part 3 of Division 9
- Applicable provisions of the California Health and Safety Code
- Applicable provisions of the California Business & Professions Code
- Title 9 of the California Code of Regulations, including but not limited to:
- Section 1810.100 et seq. (Medi-Cal Specialty Mental Health Services (SMHS)) except as otherwise superseded by applicable DHCS BHINs
- Title 22 of the California Code of Regulations, including but not limited to:
- Sections 50951, 50593, 51014.1, and 51.14.2
- California Department of Health Care Services (DHCS) behavioral health information notices
- Applicable provisions of DHCS Cost Reporting Data Collection Manual
- Applicable DHCS Health Care Finance Administration requirements

E. Applicable Mental Health Plan and Waiver. In its provision of services pursuant to this Agreement and as a contractor of COUNTY/Mental Health Plan, CONTRACTOR will also comply with all applicable sections of the State plan and waiver.

F. Validity of Regulations. Pursuant to California Welfare and Institutions Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the DHCS pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.

G. Incorporation of Contractual Provisions. To the extent applicable under Federal law, this Agreement incorporates the contractual provisions in these Federal regulations, and they shall supersede any conflicting provisions in this Agreement.

10. CALIFORNIA ADVANCING AND INNOVATION MEDI-CAL INITIATIVE COMPLIANCE. CONTRACTOR must maintain knowledge of and compliance with COUNTY issued bulletins and affiliated policies that address California Advancing and Innovation Medi-Cal (CalAIM) initiatives.

11. INDEMNIFICATION AND HOLD HARMLESS.

All activities and/or work covered by this Agreement will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims or lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

12. INSURANCE PROVISIONS.

A. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, CA 93009 on all insurance documents.

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, products/completed operations broad form blanket contractual and \$100,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
- 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- 4) Professional Liability (Medical Malpractice) coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- 5) Cyber Liability coverage in the minimum amount of \$1,000,000 per Occurrence and \$2,000,000 annual aggregate.
 - 6) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies, or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism, and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
 - C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D. The County of Ventura and Ventura County Behavioral Health Department are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
 - E. CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement. As part of the insurance verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.
 - F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice from either the carrier or CONTRACTOR has given notice to the County of Ventura, Risk Management Division and VCBH.
 - G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
 - 1) Certificates of Insurance for all required coverage.
 - 2) A separate Additional Insured endorsement for General Liability Insurance.
 - 3) Waiver of subrogation endorsements (a.k.a., "Waiver of Transfer of Rights Recovery Against Others" and "Waiver of Our Right to Recover from Others") for Workers Compensation.

Failure to provide these documents may be grounds for immediate termination or suspension of this Agreement.

- H. It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.
- I. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.
- J. CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

- 13. DELEGATION AND ASSIGNMENT.** Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties, or assign its rights, obligations, or reporting requirements hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void and may cause immediate termination of this Agreement. In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall fulfill the provisions of this Agreement which are appropriate to the service, activities, or reporting requirements delegated under the subcontract. CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse by subcontractors, and which include provisions to verify, by sampling or other methods, whether the services rendered by a subcontractor were received by a beneficiary. Any subcontract shall include, in each subcontract, all provisions that COUNTY requires by way of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, and the applicable provisions of 42 C.F.R. 438.230. No subcontract shall terminate the legal responsibility of CONTRACTOR to COUNTY to assure all the activities and obligations under this Agreement will be carried out. For subcontractors that do not perform satisfactorily, the CONTRACTOR will remedy the noncompliance in a manner acceptable to COUNTY. Noncompliance may be remedied through a plan of correction or by revoking the delegation of activities, obligations, or reporting requirements. COUNTY may also deny payment to or withhold funds from CONTRACTOR as a result of any noncompliance.

- 14. DRUG-FREE WORKPLACE CERTIFICATION.** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or violations, as required by Government Code Section 8355 (a).
 - B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a), to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace,
 - 2) CONTRACTOR's policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation, and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement;
 - 1) will receive a copy of CONTRACTOR's drug-free policy statement, and
 - 2) will agree to abide by the terms of CONTRACTOR's statement, as a condition of employment and Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and CONTRACTOR may be ineligible for award of future agreements if COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or (2) CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

15. NON-DISCRIMINATION IN EMPLOYMENT.

- A. During the performance of this Agreement, CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The CONTRACTOR and its subcontractors will take affirmative action to ensure that qualified applicants

are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code section 12940.
- C. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to

its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further Federal, State and county contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the provisions of Sections 15(A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by COUNTY or DHCS, CONTRACTOR may request in writing to COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of COUNTY, State and of the United States.

16. NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.

- A. CONTRACTOR will not discriminate against Medi-Cal eligible individuals who require an assessment or meet criteria for access to SMHS on the basis of health status or need for health care services.
- B. CONTRACTOR shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS on the basis of race, color, national origin, sex, sexual orientation,

gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

- C. Consistent with the requirements of applicable State and Federal law, including 42 C.F.R. parts 438.3(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
- D. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- E. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.
- F. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
- G. CONTRACTOR's nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.
- H. CONTRACTOR shall provide adequate access to all services covered under this Agreement, including services to Medi-Cal beneficiaries with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical access, reasonable accommodation, and accessible equipment for Medi-Cal enrollees with physical or mental disabilities. Facility access for the handicapped must comply with section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act (42 U.S.C. § 121101 et seq.).
- I. CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794

(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology. Without limiting the generality of the foregoing, this Subsection I requires CONTRACTOR to ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

J. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:

- 1) denying any eligible beneficiary any covered service or availability of a facility;
- 2) providing to an eligible beneficiary any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
- 3) subjecting an eligible beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
- 4) restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
- 5) treating an eligible beneficiary differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service;
- 6) assigning times or places for the provision of services to the eligible beneficiary; and
- 7) providing hours of operation that are less than the hours of operation offered to commercial enrollees or non-Medi-Cal beneficiaries.
- 8) providing hours of operation that are not comparable to the hours of operation that a provider, who only serves Medi-Cal beneficiaries,

makes available for Medi-Cal services that are not covered by the Mental Health Plan (MHP) or another MHP.

- K. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of color, race, gender, gender identity, marital status, national origin, religion, sexual orientation, age, or physical or mental handicap or disability made directly to CONTRACTOR, must be communicated in writing to COUNTY within five (5) days of receipt of any such complaint.
 - L. The CONTRACTOR's non-discrimination policy shall include a statement that clients' complaints alleging discrimination pursuant to this section may be made directly to COUNTY's Patient Rights Advocate. The COUNTY shall inform CONTRACTOR in writing within five (5) days of receipt of any such complaint.
 - M. CONTRACTOR shall provide an atmosphere free of harassment for employees, clients, and volunteers.
- 17. CREDENTIALING AND RE-CREDENTIALING.** CONTRACTOR will comply with the credentialing and re-credentialing requirements specified in the applicable DHCS information notice and COUNTY policies and procedures for service providers (employees and contractors) that deliver Medi-Cal covered services. Signed attestations, as required by the applicable DHCS information notice and COUNTY policies and procedures, must be retained on file for each direct service provider. All credentialing and re-credentialing information and practices are subject to audit by County, State or Federal auditors.
- 18. SCREENING AND ENROLLMENT REQUIREMENTS.**
- A. During the term of this Agreement, and at all times while services are being provided, CONTRACTOR, and any applicable subcontractor, shall be enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b)).
 - B. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to one hundred and twenty days (120) days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one (1) one hundred and twenty (120) day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2)).
 - C. Pursuant to 42 C.F.R. part 455.434, as a condition of enrollment, any person providing services under this Agreement must consent to criminal background checks including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider. Any person providing services under this Agreement, or any individual or entity furnishing Medicaid services under this

Agreement, and any person with a five (5) percent or more direct or indirect ownership interest in provider, must submit a set of fingerprints, in a form and manner to be determined by the State Department of Health Care Services (DHCS), within thirty (30) days upon request from the Centers for Medicare and Medicaid Services or DHCS.

Pursuant to 42 C.F.R. part 455.416, this Agreement shall be terminated if any individual or entity described by this section does not submit timely and accurate information and cooperate with the screening methods described above. Any individual or entity described by this section found to have been convicted of a criminal offense related to that person or entity's involvement with the Medicare, Medicaid, or State Children's Health Insurance programs in the last ten (10) years will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.

- D. CONTRACTOR shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

19. DEBARMENT AND SUSPENSION CERTIFICATION.

- A. CONTRACTOR shall verify, prior to the execution of the Agreement, that CONTRACTOR does not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. CONTRACTOR shall conduct initial and monthly Exclusion & Suspension searches of the following databases and submit verification of compliance with this requirement to COUNTY, DHCS or the US DHHS:

- 1) www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
- 2) www.sam.gov/portal/SAM - GSA Exclusions Extract
- 3) www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
- 4) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
- 5) any other database required by DHCS or DHHS.

- B. CONTRACTOR will certify compliance with the debarment and suspension requirements specified in Exhibit "C."

20. SOCIAL SECURITY ADMINISTRATION DEATH MASTER FILE. CONTRACTOR shall verify that its principals, employees, and subcontractors are not listed on the Social Security Administration's Death Master File prior to:

(1) contracting, (2) employing staff, and (3) contract renewal. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, and upon request of COUNTY.

- 21. NATIONAL PLAN AND PROVIDER ENUMERATION SYSTEM (NPPES).** CONTRACTOR shall confirm the identity and exclusion status of all providers (employees, network providers, subcontractors, persons with ownership or control interest, and managing employee/agent) by checking the NPPES system prior to: (1) hiring staff, (2) contracting, and (3) contract renewal. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, as new staff are hired, and upon request of COUNTY.

- 22. DISCLOSURES.** CONTRACTOR shall submit the disclosures below to COUNTY regarding CONTRACTOR's ownership and control interests, business transactions and persons convicted of any crime related to Federal health care programs using COUNTY ownership and control interests, business transactions and persons convicted of any crime related to Federal health care programs form. CONTRACTOR is required to submit updated disclosures to COUNTY before entering into or renewing this Agreement, within thirty-five (35) days after any change in CONTRACTOR's ownership, annually and upon request by the State Department of Health Care Services (DHCS).

It is the CONTRACTOR's responsibility to ensure that all information submitted under this section is accurate, and to report any changes by completing and submitting a new form within thirty-five (35) days of the change to COUNTY. CONTRACTOR will not receive payments should it fail to make the disclosures required by this section.

This Agreement shall be terminated if CONTRACTOR or a person with an ownership or control interest or who is an agent or managing employee of CONTRACTOR does not submit timely and accurate information and cooperate with the screening methods described below. Any individual or entity described by this section found to have been convicted of a criminal offense related to that person or entity's involvement with Medicare, Medicaid, or the State Children's Health Insurance Program in the last ten (10) years will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.

A. Disclosure of 5% or More Ownership Interest.

CONTRACTOR shall complete and submit the Ownership/Controlling Interest Disclosure form, incorporated herein by reference, to COUNTY before entering into or renewing this Agreement, within thirty-five (35) days after any change in CONTRACTOR's ownership, annually and upon request by the DHCS.

B. Disclosures Related to Business Transactions.

CONTRACTOR must submit disclosures and updated disclosures to the DHCS or U.S. Department of Health and Human Services including information regarding certain business transactions within thirty-five (35) days, upon request. The following information must be disclosed: (1) ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request and (2) any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request.

C. Disclosures Related to Persons Convicted of Crimes.

CONTRACTOR shall submit the following disclosures to the DHCS regarding CONTRACTOR's management: (1) the identity of any person who is a managing employee of CONTRACTOR who has been convicted of a crime related to Federal health care programs and (2) the identity of any person who is an agent of CONTRACTOR who has been convicted of a crime related to Federal health care programs. "Agent" has the meaning described in 42 C.F.R. part 455.101. CONTRACTOR shall supply the disclosures before entering into this Agreement and at any time upon DHCS's request.

23. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY.

- A. CONTRACTOR hereby acknowledges that COUNTY has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Health Care Agency (HCA) and certain of its contractors.
- B. CONTRACTOR agrees that HCA's Code of Conduct will be provided to all of CONTRACTOR's employees and subcontractors who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another federal program and (ii) for which COUNTY seeks reimbursement.
- C. CONTRACTOR further agrees to annually obtain, retain, and submit within thirty (30) days of execution of this Agreement or within thirty (30) days of hiring/subcontracting of any Covered Individual, certifications signed by the Covered Individual and Program Representative, to COUNTY and to the Office of Inspector General of the U.S. Department of Health and Human Services (upon request) that each Covered Individual has received, read, and understands the HCA Code of Conduct and agrees to abide by the requirements of the COUNTY's Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "D," HCA CODE OF CONDUCT.

- D. CONTRACTOR agrees to maintain a compliance program that is in compliance with the provisions stated in 42 C.F.R. part 438.608(a). CONTRACTOR will develop written administrative and management policies, procedures, and standards of conduct that: (1) articulate CONTRACTOR's commitment to comply with all applicable contract requirements and standards, (2) articulate CONTRACTOR's commitment to comply with all applicable Federal and State requirements, (3) are designed to detect and prevent fraud, waste, and abuse, and (4) provide detailed information about the False Claims Act and any other Federal and State laws described in section 1902(a)(68) of the False Claims Act, including information about the rights of employees to be protected as whistleblowers.

CONTRACTOR's compliance program will ensure that: (1) CONTRACTOR maintains written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, and all applicable Federal and State requirements, (2) a Compliance Officer is designated who is responsible for developing and implementing policies, procedures, and standards of conduct that ensure compliance with the Agreement and who reports to CONTRACTOR's Chief Executive Officer and Board of Directors, (3) a Regulatory Compliance Committee on the Board of Directors and at the senior management level is established that oversees CONTRACTOR's compliance program and contract compliance, (4) a system for training and education for the Compliance Officer, senior management, and employees is provided to ensure compliance with the Federal and State standards and requirements under the Agreement, (5) effective lines of communication exist between CONTRACTOR's employees and the compliance program, (6) compliance standards are enforced through well-publicized disciplinary guidelines, (7) routine internal monitoring and auditing of compliance risks are conducted, (8) CONTRACTOR has a mechanism to receive and investigate information from whistleblowers, (9) compliance issues are promptly responded to and investigated, (10) compliance issues are promptly corrected and any criminal acts are reported to the appropriate law enforcement agencies to reduce the potential for recurrence and ongoing compliance, and (11) compliance issues or reports from whistleblowers are promptly reported to COUNTY's Contracts Administration Manager.

24. LICENSES, CERTIFICATIONS, AND STAFFING.

- A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses, permits, registrations, accreditations, certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider when Short-Doyle/Medi-Cal services are provided hereunder), and mental health program approval, as required by all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives. CONTRACTOR will conduct monthly verification of its officers', employees', and agents' licenses

prior to service delivery to ensure that a provider's license has not expired and has no current limitations. CONTRACTOR will submit a monthly report to COUNTY on the 1st business day of each month that demonstrates that all CONTRACTOR's officers', employees', and agents' licenses are current and without limitation. The monthly report will contain the: (1) employee name, (2) employee position, (3) licensure, (4) license number, (5) license expiration date, (6) date license verified, (7) status of licensure, and (8) supporting documentation verifying the license was checked. Failure to maintain licenses, permits, registrations, accreditations, or certificates shall be deemed a breach of this Agreement and will constitute grounds for the termination of this Agreement by COUNTY.

- B. CONTRACTOR agrees to provide professional personnel, in accordance with all applicable laws, regulations, and any other requirements, including all amendments thereto, issued by appropriate Federal, State, and COUNTY governmental agencies. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder, and if applicable, as indicated in CONTRACTOR's written proposal for services under this Agreement as approved by COUNTY. Such staff shall be qualified in accordance with all applicable laws and regulations.
- C. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor, or administrator of CONTRACTOR loses any license, certification or permit required for that person to be fully qualified to provide such services under the California Code of Regulations or other State or Federal laws or regulations.
- D. The CONTRACTOR shall make available to the COUNTY annually, within sixty (60) days of each new fiscal year and upon request, a list of the personnel who shall provide services under this Agreement. This list shall include the name, title, professional degree, license number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, and experience of each person providing services under this Agreement.
- E. The CONTRACTOR shall disclose and provide to COUNTY, on request, information which specifies the current compensation and benefits of all staff (including directors) under this Agreement.
- F. CONTRACTOR shall allow a designee of COUNTY to be a part of CONTRACTOR's hiring process to fill leadership positions.

25. CLIENT INFORMING MATERIALS.

- A. Basic Information Requirements

- 1) CONTRACTOR will comply with the client informing materials requirements specified in all DHCS information notices and COUNTY policies and procedures.
- 2) CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients (42 C.F.R. § 438.10(c)(1)). CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- 3) CONTRACTOR shall utilize COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
- 4) CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).
- 5) CONTRACTOR will follow DHCS information notices and COUNTY policies and procedures with respect to the provision of electronically provided client information.

B. Language and Format

- 1) CONTRACTOR shall ensure that its written materials for potential clients and clients that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, are available in alternative formats at no cost to the client, and comply with the requirements specified in 42 C.F.R. 438.10(d)(6)(ii), 42 C.F.R. § 438.10(d)(3), (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)), and
- 2) The CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4)).
- 3) CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

C. Beneficiary Informing Materials

- 1) CONTRACTOR will comply with the beneficiary informing materials requirements specified in all DHCS information notices and COUNTY policies and procedures to ensure that each client receives and has access to all beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR.
- 2) CONTRACTOR shall: (1) adhere to all timelines and formats for the provision of the various beneficiary informing materials to client, (2) provide appropriate notifications of any significant changes to beneficiary informing material information, (3) make beneficiary informing materials available on CONTRACTOR's website and physically at CONTRACTOR's facility lobby.

D. Provider Directory

- 1) CONTRACTOR will comply with the provider directory requirements specified in all DHCS information notices, COUNTY policies and procedures, 42 C.F.R. § 438.10(h), and 42 C.F.R. § 438.10(h)(3)(i).
- 2) Any changes to information published in the provider directory must be reported to the COUNTY within two (2) weeks of the change. CONTRACTOR only needs to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

26. **CERTIFICATION OF ELIGIBILITY.** In cooperation with COUNTY, CONTRACTOR will comply with Section 14705.5 of California Welfare and Institutions Code and Title 9, Section 1840.112 (Claims Certification of Eligibility and Program Integrity), to obtain a certification of a client's eligibility for SMHS under Medi-Cal.
27. **ACCESS TO SPECIALTY MENTAL HEALTH SERVICES.** In collaboration with the COUNTY, CONTRACTOR will ensure that the individuals that CONTRACTOR provides SMHS to meet access criteria, per all DHCS information notices and COUNTY policies and procedures. CONTRACTOR will ensure that client clinical records include information that indicates that the client presentation and needs are aligned with the criteria applicable to their age at the time-of-service provision as specified in all DHCS information notices and COUNTY policies and procedures.
28. **ADDITIONAL SERVICE CLARIFICATIONS.** A mental health diagnosis is not a prerequisite for access to covered SMHS. CONTRACTOR may provide clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery services during the assessment process, if the service is not included in the treatment plan, and for clients with co-

occurring substance use disorders, per DHCS information notices and COUNTY policies and procedures.

30. **COORDINATION OF CARE.** CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client and include efforts to connect, refer, and link clients to community-based services and supports. CONTRACTOR shall obtain a HIPAA and California law compliant client authorization and engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. Care coordination activities will support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
31. **CO-OCCURRING TREATMENT AND NO WRONG DOOR.** CONTRACTOR may provide SMHS and Non-SMHS concurrently, if those services are clinically appropriate, coordinated, and not duplicative. CONTRACTOR will adhere to all DHCS information notices and COUNTY policies and procedures in the delivery of all concurrently provided SMHS and Non-SMHS.
32. **SERVICE AUTHORIZATION/ADMISSION POLICIES.** CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance. Prior authorization by COUNTY shall be required for all services provided under this Agreement. CONTRACTOR will collaborate with COUNTY to complete authorization requests, provide timely consultation when necessary for COUNTY to make authorization determinations, and notify COUNTY when an expedited authorization decision is needed. CONTRACTOR shall admit clients for services under this Agreement in accordance with written admission policies which are mutually agreed upon by COUNTY. The admission policies shall be available to the clients, their representatives, and the public, upon request, and shall include a provision that clients are accepted for all services without discrimination as described in this Agreement. A copy of the written admission policies shall be provided to the COUNTY upon request.
33. **DOCUMENTATION REQUIREMENTS.** CONTRACTOR will comply with all Federal, State, and COUNTY documentation requirements. All services shall be documented utilizing County-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in all DHCS information notices and COUNTY policies and procedures.
34. **ASSESSMENT.** The CONTRACTOR will ensure that all client medical records include an assessment of each client's need for mental health services. The assessment will include the uniform assessment domains and all required elements, as specified in all DHCS information notices and COUNTY policies and procedures. The Child and Adolescent Needs and Strengths (CANS) and

Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge. CONTRACTOR's service providers will complete assessments within the time period specified in all COUNTY policies and procedures and in accordance with generally accepted standards of practice.

- 35. INTERNATIONAL CLASSIFICATION OF DISEASES 10th Revision (ICD-10).** CONTRACTOR shall use the criteria set forth in the most current edition of the DSM as the clinical tool to make diagnostic determinations and determine the corresponding mental health diagnosis in the current edition of the ICD for reimbursement purposes. CMS maintains and updates the ICD, changes to the lists of ICD diagnoses that occur during the term of this Agreement will not require an amendment to this Agreement and may be implemented by COUNTY as they occur.
- 36. PROBLEM LIST.** The CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters. Problem list documentation will adhere to industry standards, include all required elements, and meet all required timeframes specified in DHCS information notices and COUNTY policies and procedures.
- 37. TREATMENT AND CARE PLANS.** CONTRACTOR is not required to complete treatment or care plans for clients, except in the circumstances specified in DHCS information notices and COUNTY policies and procedures.
- 38. PROGRESS NOTES.**

 - A. The CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.
 - B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
 - C. Progress notes shall include all elements specified in DHCS information notices and COUNTY policies and procedures, whether the note be for an individual or a group service.
 - D. CONTRACTOR shall complete progress notes within three (3) business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
 - E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

39. **TRANSITION OF CARE TOOL.** CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when non-SMHS will be added to the existing mental health treatment provided by CONTRACTOR. CONTRACTOR will follow all DHCS information notices and COUNTY policies and procedures related to Transition of Care to ensure continuity of care.
40. **TELEHEALTH.** CONTRACTOR may use telehealth, when COUNTY deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, State, and Federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available on the DHCS Telehealth Resources page at <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

CONTRACTOR must ensure that beneficiary choice is preserved; therefore, beneficiaries have a right to request and receive in-person services in lieu of telehealth services. To preserve a beneficiary's right to access covered services in person, CONTRACTOR must do one of the following: (1) offer those same services via in-person, face-to-face contact or (2) arrange for a referral to, and facilitation of, in-person care that does not require a beneficiary to independently contact a different provider to arrange for that care. In facilitating beneficiaries' right to access covered services in person, CONTRACTOR will comply with all applicable COUNTY, State, and Federal requirements.

41. **QUALITY ASSURANCE.** CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, medication monitoring, and which details a system for verifying that all services provided and claimed for reimbursement meet SMHS definitions and are documented accurately, in accordance with applicable sections of the Welfare and Institutions Code, DHCS information notices, VCBH Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its Quality Assurance plan to VCBH for review.
42. **QUALITY MANAGEMENT PROGRAM.** CONTRACTOR will comply with the requirements specified in Exhibit "E."
43. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE.** CONTRACTOR agrees to comply with applicable Federal, State, and local statutory mandates and training requirements concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies

and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

- 44. PATIENTS'/CLIENTS' RIGHTS.** CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California Welfare and Institutions Code section 5325 et seq., California Code of Regulations, Titles 9 and 22, and 42 C.F.R. part 438.100. Further, the CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination (NOABD) requirements specified in all applicable DHCS information notices. Client information materials ("Ventura County Mental Health Plan Beneficiary Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure and the "Medi-Cal Provider Directory."

45. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION.

- A. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by CONTRACTOR, as it pertains to this Agreement, must be responded to and resolved by the CONTRACTOR. Acknowledgement and Resolution Letters will be forwarded to COUNTY's Quality Management Division through a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

CONTRACTOR must make available COUNTY grievance form, instructions, and provide reasonable assistance to file grievances directly with COUNTY as an alternative option.

- B. In compliance with all applicable DHCS information notices, COUNTY policies and procedures, and 42 C.F.R. §438.404, the appropriate and delegated NOABD must be issued by CONTRACTOR within the specified timeframes. NOABDs must be issued to clients anytime the CONTRACTOR has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. CONTRACTOR must inform the COUNTY Quality Management Division immediately after issuing a NOABD.
 - C. CONTRACTOR must follow all procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424) and COUNTY policies and procedures.
 - D. CONTRACTOR must provide clients with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
 - E. CONTRACTOR must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to COUNTY and DHCS.
46. **ADVANCED DIRECTIVES.** CONTRACTOR must comply with all COUNTY training and policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
47. **CONTINUITY OF CARE.** CONTRACTOR shall follow COUNTY's continuity of care policy and procedure that is in accordance with applicable State and Federal regulations.
48. **CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, Welfare and Institutions Code, Sections 5328 through 5330, inclusive, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Billing and Transactional Database System records.
49. **ELECTRONIC PRIVACY AND SECURITY.**
- A. CONTRACTOR shall have a secure email system and send any email containing personally identifiable information (PII) or protected health information (PHI) in a secure and encrypted manner. CONTRACTOR's email

transmissions shall display a warning banner or other warning system stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

B. CONTRACTOR shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. The CONTRACTOR shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every ninety (90) days.

C. Any Electronic Health Records (EHRs) maintained by CONTRACTOR that contain PHI or PII for clients served through this Agreement shall contain a warning banner or warning system regarding the PHI or PII contained within the EHR at log in into the system. CONTRACTOR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.

50. BUSINESS ASSOCIATE AGREEMENT. CONTRACTOR may perform or assist COUNTY in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the CONTRACTOR shall be a Business Associate of the COUNTY. CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit "F."

51. ACCESS AND USE OF COUNTY TECHNOLOGY. CONTRACTOR will be required to use the VCBH Billing and Transactional Database System to complete billing, and collection and submission of client data as defined by COUNTY. CONTRACTOR will access the site remotely and is responsible for its own onsite system access. Licenses are required for each individual accessing the system. Sharing of the license or passwords is a violation of the HIPAA. COUNTY has purchased the system and will provide initial training and orientation. CONTRACTOR is responsible for ongoing and new staff training as needed within its organization.

CONTRACTOR will access and pull standard data reports from the system on a monthly basis to be used as a management tool for program evaluation. Data will include but is not limited to service information (number served, location of service, service type, units of service), outcomes (contacts, outreach, referrals, symptoms, functioning), demographics (age, gender, ethnicity), guarantor (types of payor sources), and type of diagnosis. For CONTRACTOR meetings, COUNTY will request that CONTRACTOR submit a summary of each program(s) data two (2) weeks prior to the meeting.

- 52. ELECTRONIC SIGNATURE CERTIFICATION.** CONTRACTOR client records may be signed electronically provided standardized systems are used according to approved procedures and safeguards to ensure record integrity. CONTRACTOR will adhere to standards regarding the use of electronic signatures set forth by DHCS information notices and COUNTY policies and procedures. CONTRACTOR, and its employees and subcontractors, will participate in any COUNTY required Electronic Signature training, adhere to COUNTY policies related to Electronic Signature requirements, and execute and submit electronic signature agreements in the format, frequency, and manner specified by COUNTY.
- 53. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION.** CONTRACTOR will conduct internal quality improvement activities and participate in COUNTY quality improvement (QI) activities, including but not excluding, performance measures, performance improvement projects (PIPs), collection of data/information to monitor quality, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Agreement, and other quality improvement activities requested by COUNTY in relation to COUNTY, State, and Federal requirements.
- 54. NETWORK ADEQUACY.** CONTRACTOR shall submit, when requested by COUNTY and in the manner and format determined by COUNTY, network adequacy certification information to COUNTY, utilizing a provided template or other designated format. CONTRACTOR shall submit updated network adequacy information to COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.
- 55. TIMELY ACCESS.** CONTRACTOR shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Agreement standards for timely access to care and services, taking into account the urgency of need for services. COUNTY will monitor CONTRACTOR to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- 56. PRACTICE GUIDELINES**
- A. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:
- 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - 2) They consider the needs of the clients;
 - 3) They are adopted in consultation with employee and/or contracting health care professionals; and

- 4) They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).

B. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

57. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

A. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to all DHCS information notice requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

58. PHYSICIAN INCENTIVE PLAN. Prior to instituting a Physician Incentive Plan, CONTRACTOR will submit the proposed plan to COUNTY. COUNTY will submit CONTRACTOR's Physician Incentive Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

59. DUTY TO REPORT INCIDENTS TO COUNTY. CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Contract Manager of all adverse incidents and unusual occurrences involving clients that affect or have the risk of affecting quality of care, client care, client, or staff safety, and/or COUNTY property which occurs in connection with CONTRACTOR's performance of the services described in Exhibit "A" of this Agreement. Notification shall be sent directly to the assigned Behavioral Health Contract Manager.

If CONTRACTOR is required to use the California Department of Social Services Community Care Licensing Division LIC 624 Unusual Incident/Injury Report form to report incidents to the State, this form shall also be used to report incidents to COUNTY. In addition to providing all the information required in the LIC 624 form, CONTRACTOR will provide client date of birth (DOB) information. Only in the event of a client death, CONTRACTOR shall include the following information in the "Clients/Residents Involved" section of the LIC

624 form: (1) client date of death, (2) primary diagnosis, (3) medical conditions, (4) substance use disorder, (5) date of last contact, (6) court status, and (7) living arrangement.

If CONTRACTOR is not required to use the LIC 624 form, CONTRACTOR will use the Ventura County Behavioral Health Notification Form to report adverse incidents and unusual occurrences.

All notification provided to COUNTY shall include a description of the incident including (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor, (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited. CONTRACTOR shall promptly provide additional information to COUNTY regarding such incidents upon COUNTY's request.

- 60. RECORDS.** CONTRACTOR shall maintain and retain records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement and necessary for the COUNTY, State, and Federal governments to audit Agreement performance and compliance. CONTRACTOR shall make these records available for any audits, upon request, to evaluate the quality and quantity of services, accessibility, and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Records and documents include, but are not limited to, all physical and electronic records and documents, including working papers, books, records, contracts, computer or other electronic systems, reports, financial records, documents of account, beneficiary records, prescription files, human resource records, subcontracts, and any other documentation pertaining to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

CONTRACTOR shall include in any contract with an audit firm a clause to permit access by the COUNTY, State, and Federal governments to the working papers of the external independent auditor and require that copies of the working papers be made available to COUNTY, State, and Federal governments at their request.

- A. Patient/Client Records. CONTRACTOR shall maintain patient/client records on each individual patient/client in accordance with all applicable COUNTY, State, and Federal requirements which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, discharge plans, and any other evidence of services provided by all the various

professional and paraprofessional personnel to fully document all services provided under this Agreement.

- B. Financial Records. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable Federal, State, and COUNTY requirements, procedures set out in all DHCS guidance and requirements, Medicare requirements, and will all applicable guidelines, standards, and procedures. The records shall clearly reflect: (1) the source of funding for each type of service for which reimbursement is claimed, (2) the cost of service in accordance with generally accepted accounting principles and (3) evidence of proper audit trails that reflect the true cost of the services rendered and costs incurred. These records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors. All records shall be maintained on a basis compatible with the Agreement requirements specified in this the Agreement. CONTRACTOR agrees to submit to COUNTY, within ten (10) days of receiving a request from COUNTY, copies of the findings of any audits which CONTRACTOR commissions. Additionally, CONTRACTOR agrees to submit to the COUNTY complete financial records, including all year-to-date expenses and revenues, upon request.
- C. Service Records. CONTRACTOR shall maintain accurate and complete records of services (i.e., all other records of services other than patient/client and financial records) provided under this Agreement, in accordance with all applicable Federal, State, and COUNTY requirements.
- D. Retention of Records. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all patient/client records, psychologist records, and service and financial records shall be kept for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. In the case of a minor, all patient/client records and psychologist records shall be retained either for one (1) year past the patient's eighteenth (18th) birthday, for a minimum of 10 years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.
- E. Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR shall be responsible for providing all

fiscal and program records to COUNTY to ensure that COUNTY is able to comply with the required record retention period. CONTRACTOR will provide the records to the COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

61. PROGRAM MONITORING AND REVIEW.

- A. Pursuant to Welfare and Institutions Code section 5608 and California Code of Regulations, title 9, section 521, services hereunder shall be provided by CONTRACTOR under the general direction and monitoring of the DIRECTOR, or his or her authorized designee.
- B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by the DIRECTOR to come on CONTRACTOR's premises or facilities for the purpose of making periodic inspections and monitoring of services under this Agreement. CONTRACTOR shall furnish COUNTY with all information as COUNTY may require to evaluate fiscal and clinical effectiveness of the services being rendered under this Agreement and to ensure no fraud, waste, or abuse is occurring or has occurred in the delivery of services to beneficiaries.
- C. The DIRECTOR or his or her designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY.
- D. In monitoring its service delivery and program operations, CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse, and which include provisions to verify, by sampling or other methods, whether the services rendered by CONTRACTOR, or any subcontractor were received by a beneficiary.
- E. CONTRACTOR agrees to fully participate and cooperate with COUNTY in the implementation, monitoring, and evaluation of all services. CONTRACTOR will complete the delegated activities, obligations, and reporting responsibilities specified under this Agreement and required by COUNTY to meet its obligations under its contract with the Department of Health Care Services.
- F. If the CONTRACTOR is found to be non-compliant or not performing satisfactorily with the terms of this Agreement, a corrective action plan will be issued. CONTRACTOR shall submit a corrective action plan response to COUNTY no later than thirty (30) days after receiving the corrective action plan findings from COUNTY. The CONTRACTOR will be given a specified period to correct the non-compliance or unsatisfactory performance. Should CONTRACTOR fail to remediate any non-compliance or unsatisfactory performance, CONTRACTOR may be subject to financial sanctions, termination of this Agreement, or any other remedies permitted by State or Federal law. The use of a corrective action plan is at the discretion of the

COUNTY and does not preclude COUNTY from exercising any of the termination provisions specified in this Agreement, or any other remedies available under State or Federal law.

62. AUDIT OF SERVICES.

- A. CONTRACTOR shall allow the Department of Health Care Services, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY to evaluate the performance of CONTRACTOR and its subcontractor under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, premises, facilities, equipment, books, contracts, computers, or other electronic systems maintained by CONTRACTOR pertaining to Medi-Cal enrollees, Medi-Cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable, at any time. CONTRACTOR shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for a minimum of ten (10) years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. parts 438.3(h), 438.230(c)(3)(i-iii)). The Department of Health Care Services, Centers for Medicare, and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY may inspect, evaluate, and audit the CONTRACTOR and its subcontractors at any time if there is reasonable possibility of fraud or similar risk. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR and its subcontractors under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Inspection shall occur at the CONTRACTOR's place of business, premises, or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the State fiscal year in which the contract was in effect. CONTRACTOR's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from COUNTY.

- B. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this

Agreement, including beneficiary grievance and appeal records and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR shall be responsible for providing all fiscal and program records to COUNTY to ensure that COUNTY is able to comply with the required record retention period. CONTRACTOR will provide the records to the COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

- C. CONTRACTOR's performance and reported delivery of service will be subject to audit, monitoring, quality assurance, and program review. COUNTY may, in its sole discretion, perform periodic fiscal, quality assurance, and/or program review(s)/audits of CONTRACTOR's records that relate to this Agreement, and if the results of such review(s) require corrective action, CONTRACTOR shall submit a plan of correction no later than thirty (30) days after receiving the findings of such review(s).
- D. CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds:
 - 1) Identification of Fraud, Waste or Abuse as defined in Federal regulation:
 - a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual.
 - 2) Overpayment of CONTRACTOR by COUNTY due to errors in claiming or documentation.
 - 3) Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS information notice website.

E. COUNTY shall have the right to recover payment from CONTRACTOR under this Agreement, as a result of any audit or review disallowance or notification of overpayment by CONTRACTOR. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance or notification from CONTRACTOR of an overpayment, CONTRACTOR shall reimburse COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of COUNTY:

- 1) Paid in one cash payment.
- 2) Paid by cash payment (s) over a period determined by COUNTY.
- 3) Deducted from future claims over a period determined by COUNTY.
- 4) Deducted from any amounts due whether under this Agreement or otherwise.
- 5) A combination of any or all of the above.

Per applicable DHCS information notices and COUNTY policies and procedures, overpayments must be returned to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified.

63. SINGLE AUDIT/AUDIT. If CONTRACTOR receives and expends more than \$750,000 in Federally allocated awards (associated with a Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

64. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS THROUGH ENTITIES.

A. If COUNTY determines that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., CONTRACTOR represents that it will comply with the applicable cost principles and

administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. CONTRACTOR shall observe and comply with all applicable financial audit report requirements and standards.

- B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through from COUNTY. COUNTY's programs must be identified by contract number, contract amount, contract period, and the amount expended during the fiscal year by funding source.
- C. CONTRACTOR will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the DIRECTOR or designee. The DIRECTOR or designee is responsible for providing the audit report to the COUNTY Auditor Controller.
- D. CONTRACTOR must submit any required corrective action plan to the COUNTY simultaneously with the audit report or as soon thereafter as it is available. The COUNTY shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

65. REPORTS.

- A. The CONTRACTOR shall provide reports as required by the DIRECTOR, by the State of California, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying the reason for overpayment and if the overpayments are due to potential fraud, (3) information about changes in a beneficiary's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.
- B. The CONTRACTOR shall participate in the VCBH Billing and Transactional Database System, as required by the DIRECTOR. CONTRACTOR shall report to COUNTY, all program, patient/client, staff, and other data and information about CONTRACTOR's services, within the specified time periods as required by COUNTY, and in accordance with any other COUNTY requirements.

C. CONTRACTOR must submit to COUNTY no later than February 1st, of each Fiscal Year, a Fiscal Year-End Projection Report showing actual data for the period July 1st through December 31st of the current fiscal year and also showing estimates for the remainder of the current fiscal year January 1st through June 30th. The Fiscal Year-End Projection must include the following supporting documents:

- 1) Salaries and benefits details for each program, indicating the employee's name, title, hours worked, salaries, and total benefits.
- 2) Allocation worksheet
- 3) Total Units of Service by Procedure Code and staff taxonomy
- 4) General Ledger summary report for each program.

D. CONTRACTOR shall, without additional compensation, comply with any and all reporting requirements established by Federal, State, County, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.

E. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR's actual revenue and operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.

66. COMMUNICATIONS.

A. Regulatory Agency Inspections and Visits. CONTRACTOR will notify its program liaison within forty-eight (48) hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of its program and/or facility and the nature of the inspection. A copy of any written findings will be sent to the COUNTY within seventy-two (72) hours of receipt.

B. Unscheduled Regulatory Agency Inspections and Visits. CONTRACTOR will notify its program liaison within forty-eight (48) hours of an unscheduled inspection by a regulatory agency and the nature of the inspection. A copy of any written findings will be sent to the COUNTY within seventy-two (72) hours of receipt.

C. Communications. Copies of any regulatory agencies' findings, notices of deficiencies, health, and safety violations, decertifications, or licensing concerns regarding the facility, program, officers, or staff must be sent to COUNTY within seventy-two (72) hours of receipt.

67. CONTRACTOR TRAINING AND REPORTING. CONTRACTOR is required to provide compliance training and education to its employees that is designed to guard against fraud, waste, and abuse. CONTRACTOR agrees to comply with

COUNTY training, policies, and procedures on False Claims Act requirements as set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify and Rights of Whistleblowers. CONTRACTOR shall also provide other training and education to its employees that is relevant to the contracted services. CONTRACTOR shall participate in all COUNTY required training to ensure compliance with new and revised policies and procedures, documentation, and service delivery requirements. CONTRACTOR shall complete all COUNTY required training in the timeframes specified by COUNTY. CONTRACTOR agrees to provide services in accordance with all applicable training, policies, and procedures.

Using the COUNTY provided template, CONTRACTOR shall provide COUNTY with a list of: (1) CONTRACTOR's mandatory, elective, and compliance related training requirements for employees, (2) training completed by each employee, and (3) training that is pending completion for each employee. The training lists must specify which of the completed or pending trainings are mandatory, optional, and/or compliance related. The training lists shall provide a description of the training and specify the required frequency that each training is required to be completed. CONTRACTOR shall report this information to the COUNTY on a quarterly basis, by the 15th day following the end of each quarter or upon request of the COUNTY.

- 68. FEDERAL SALARY RATE CAP.** CONTRACTOR agrees that no Federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of \$212,100 per year, or as adjusted by the Federal government, which is Level II of the Federal Executive Schedule, located at <https://www.opm.gov/> (U.S. Office of Personnel Management).
- 69. EQUIPMENT OWNERSHIP.** COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or purchased using Federal grant funds under this Agreement. If applicable, CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. The CONTRACTOR shall make all equipment available to the COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (60) days of each new fiscal year.

If applicable, within sixty (60) calendar days prior to the termination or end of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to COUNTY, and shall at that time, query COUNTY as to the requirements, including the manner and method of returning COUNTY

equipment and/or property to COUNTY. Final disposition of equipment and/or property shall be at the COUNTY's expense and according to COUNTY's instructions. Equipment and/or property disposition instructions shall be issued by the COUNTY after receipt and review of the final inventory report. At the termination or conclusion of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

70. FACILITIES.

- A. If CONTRACTOR proposes to add an additional location or to relocate its existing location, CONTRACTOR must have the location pre-approved by COUNTY to ensure the appropriateness of the location and adherence to geographic access time and distance standards. Locations deemed unacceptable will not be eligible for reimbursement. The approval must be in writing and signed by the DIRECTOR to be valid. Approval will be based solely on the need for additional services in the proposed area. CONTRACTOR is still responsible for all other approvals, permits, and due diligence required to ensure that the facility is appropriate for the intended use, and meets all local, State, and Federal rules, regulations, and requirements.
- B. COUNTY provided facilities: The Premises are for the sole use of fulfilling the obligations and scope as described in Exhibit "A". No other use is authorized or allowed without written authority from the DIRECTOR or designee. CONTRACTOR shall not make any alterations in or about the Premises, without COUNTY prior written consent. Any alterations to the Premises shall be done according to the law and with the required permits. CONTRACTOR shall give advance notice of the commencement date of any planned alteration. The COUNTY may also require CONTRACTOR to provide lien releases from any contractor performing work on the Premises. The Premises shall be left in substantially the same condition, excepting normal wear and tear as originally delivered to CONTRACTOR. The CONTRACTOR shall maintain a log of all keys and require the return of any keys used by staff that have left the employment of the CONTRACTOR. All keys and opening devices will be delivered to the COUNTY upon vacating the Premises.
- C. CONTRACTOR, and any and all of its employees, subcontractors, and agents must abide by the "Good Neighbor" Policy detailed in Exhibit "G."

71. COUNTY VEHICLE OPERATION AND MAINTENANCE POLICY. If applicable, CONTRACTOR will comply with the COUNTY vehicle operation and maintenance policy, included by reference.

72. NATIONAL VOTER REGISTRATION ACT (NVRA). CONTRACTOR shall fully comply with Section 7 of the NVRA. CONTRACTOR shall ensure that its personnel offer and provide voter registration assistance to clients in accordance with all applicable State and Federal laws and regulations,

including by requiring its personnel to attend annual training, and shall require its personnel to provide voter registration cards and voter preference forms to COUNTY's clients at the Premises. CONTRACTOR shall review with its personnel all directions provided by the U.S. Department of Justice regarding NVRA, including the information found at http://www.justice.gov/crt/about/vot/nvra/nvra_faq.php. CONTRACTOR shall submit the NVRA training sign off sheet, included by reference, to COUNTY on an annual basis or upon request by COUNTY to document that CONTRACTOR's staff have received NVRA training. The sign off sheet shall be submitted to COUNTY by the 15th day following the end of the fiscal year or upon request by COUNTY.

- 73. CONTAMINATION AND POLLUTION.** CONTRACTOR, solely at its own cost and expense, will provide cleanup of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of CONTRACTOR will be borne entirely by CONTRACTOR.

74. AIR OR WATER POLLUTION REQUIREMENTS.

Any Federally funded agreement in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law:

CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

75. AIR OR WATER POLLUTION VIOLATION.

Under the State laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

- 76. GOOD NEIGHBOR POLICY.** CONTRACTOR will comply with the requirements specified in Exhibit "G."

77. **INVOICING.** CONTRACTOR will comply with the Utilization Review and Contractors Invoice Procedure that is specified in Exhibit "H."
78. **CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED.** CONTRACTOR will comply with the requirements as specified in Exhibit "I."
79. **LOBBYING CERTIFICATION AND DISCLOSURE.** CONTRACTOR will comply with the requirements specified in Exhibit "J."
80. **CONTRACT REDUCTION.** In the event that the Board of Supervisors, County Executive Officer, VCBH DIRECTOR implement reductions to the current fiscal year-budget or any of the funding sources for this Agreement, the VCBH DIRECTOR or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Any reductions to the Agreement will be made effective thirty (30) days from the date of the written notification from the VCBH DIRECTOR or designee.
81. **ADDITIONAL REQUIREMENTS.** In addition to all other requirements set forth in this Agreement, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor of COUNTY under COUNTY's current Intergovernmental Agreement with DHCS for SMHS, and any amendments thereafter. The contracts between the COUNTY and DHCS are hereby fully incorporated by reference into this Agreement.
82. **DISPUTES.** Any dispute concerning performance under the terms of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the DIRECTOR and CONTRACTOR's Contract/Program Manager for resolution. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable period of time, estimated to be within thirty (30) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.
83. **TERMINATION.**
- A. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
- B. After the giving of notice of termination CONTRACTOR shall: 1) continue to provide the same level of service as previously required under the terms of this

Agreement until the date of termination and 2) if appropriate, assist COUNTY in affecting the transfer of clients in a manner consistent with the best interest of the clients' welfare.

C. Any other provision of this Agreement to the contrary, notwithstanding, this Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:

- 1) The appropriate office of the State of California indicates that this Agreement or any portion hereof is not subject to reimbursement under law;
- 2) If applicable, grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
- 3) There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
- 4) If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;
- 5) Where in the determination of COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof;
- 6) A material breach according to the Business Associate Agreement, Exhibit "F", Section V. (b);
- 7) Pursuant to Section 18(B) of this Agreement; and
- 8) CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any term or condition of this Agreement, Federal, State, or local law, regulation and directive with respect to the provision of services hereunder, or directions by or on behalf of COUNTY issued pursuant hereto.

D. COUNTY's failure to exercise the aforementioned rights of termination shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.

E. Should the Agreement between CONTRACTOR and COUNTY be terminated during the term of this Agreement, COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the termination of the Agreement. In the event of termination of this Agreement, as specified herein, CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of

this Agreement. CONTRACTOR shall make a good faith effort within fifteen (15) days after issuance of the termination notice, to provide written notification to each beneficiary who received his or her mental health services from, or was seen on a regular basis by, CONTRACTOR.

F. From and after the expiration or termination of this Agreement, rights, obligations, and continuing duties arising prior to such date shall survive. By way of example, but without limitation, all obligations to comply with the law, maintain records, and confidentiality, pay costs, allow access to records, and indemnify or hold harmless shall survive.

G. In no event shall any payment by the COUNTY constitute a waiver by The COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. COUNTY shall have the right to demand from CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

84. **CONSTRUCTION OF COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.
85. **ALTERATION.** Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
86. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.
87. **NO WAIVER.** Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant, or condition.
88. **TIME.** Time is of the essence of this Agreement.
89. **SEVERABILITY OF AGREEMENT.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.
90. **CUMULATIVE REMEDIES.** The exercise or failure to exercise of legal rights and remedies by COUNTY in the event of any default or breach hereunder shall

not constitute a waiver or forfeiture of any other rights and remedies and shall be without prejudice to the enforcement of any other rights or remedy available by law or authorized by this Agreement.

- 91. PRIOR AGREEMENTS.** This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.
- 92. EXTENT OF CONTRACTUAL DOCUMENTS.** This Agreement shall consist of this basic document and Exhibits "A," "B," "B-1," "C," "D," "E," "F," "G," "H," "I," "J," and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement, and constitutes the entire agreement between the parties regarding the subject matter described herein.

Exhibit A: Program Description

Exhibit B: Payment Terms: Services Component

Exhibit B-1: Payment Terms: Board & Care Component

Exhibit C: Debarment and Suspension Certification

Exhibit D: HCA Code of Conduct

Exhibit E: Quality Management Program

Exhibit F: Business Associate Agreement

Exhibit G: Good Neighbor Policy

Exhibit H: Utilization Review and Contractor's Invoice Procedure

Exhibit I: Certification of Claims

Exhibit J: Lobbying Restrictions and Disclosure Certification

- 93.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- 94.** The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.


(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month, and year first above written.

TELECARE CORPORATION

COUNTY OF VENTURA

BY


Dawan Utecht (Jul 20, 2023 11:21 PDT)

(authorized signature)

Dawan Utecht

Chief Development Officer/SVP

(print name and title)

07/20/23

Date

BY


(authorized signature)

Scott Oliver Dator
(print name and title)

7.31.23

Date

TELECARE CORPORATION

BY

(authorized signature)

(print name and title)

Date

* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"

PROGRAM DESCRIPTION

TELECARE CORPORATION (CASA C) July 1, 2023 through June 30, 2024

Program Title: Social Rehabilitation Residential Services (Casa de Esperanza y Suenos Casa C, a.k.a., House of Transitions)

Program Site: County of Ventura, 1750C South Lewis Road, Camarillo, CA 93012

Licensure: Social Rehabilitation Facility (SRF) designation under the State of California's Community Care Licensing (CCL) Division

CONTRACTOR shall provide social rehabilitation-oriented services including the 24-hour care and supervision of up to a maximum of fifteen (15) adult residents, ages 18 to 59 years of age in a non-institutional community setting, known as Casa de Esperanza y Suenos - Casa C, also known as House of Transitions. Referrals of clients who will exceed these age limits during their stay, will be reviewed by COUNTY and CONTRACTOR on a case-by-case basis. The agreement is that across the three (3) Casas (Casa B, Casa C, and Casa D) there is a provision for a total of 15 beds for transitional-aged youths (TAY) who are 18 to 25 years of age. There is no specification of the number of TAY residents per casa. Eight (8) of the 15 beds are exclusively available to TAY residents. The remaining seven (7) beds can be filled by an adult resident, if there are no TAY referrals deemed appropriate by the CONTRACTOR for admission. If a TAY bed is used by an adult, TAY have priority on the next bed opening until the total of 15 is reached.

The length of stay for residents shall be no longer than eighteen (18) months.

Program Goals and Objectives:

Clients admitted to CONTRACTOR's facility will evidence both serious mental illness and significant functional impairment which may lead them to be at risk of hospitalization, homelessness, and/or treatment in more restrictive placements.

1. The first goal is to provide severely mentally ill individuals with a supervised, supportive, community-based living environment where they can learn the skills necessary to develop more independence and function in the community, with the goal of being able to live in a less restrictive environment upon discharge from the program.
2. The second goal is to reduce the resident's use of acute and long-term care services.

Objectives:

1. Clients entering the program from the community shall have at least a seventy percent (70%) reduction in their bed-day use of acute services, as measured by a sequential six (6) month and twelve (12) month survey for the duration of their residency in the program and 12 months post-discharge.
2. Eighty percent (80%) of clients completing the program shall be placed in stable community residences such as apartments, family homes, or a less restrictive residential facility (as opposed to placement in more restrictive environment, a shelter, or short-term motel/hotel placement). This will be measured at the time of the client's discharge.
3. Clients with a history of treatment in long-term locked residential treatment facilities will have an eighty percent (80%) reduction in long-term locked residential treatment bed days as measured at twelve (12) months and twenty-four (24) months post discharge.

COUNTY will provide CONTRACTOR with referrals for residential placement through the weekly VCBH Continuum of Care Committee Meeting, or through COUNTY faxing a referral packet to the CONTRACTOR for review. Referrals may be made outside of the Continuum of Care Committee (COC) meeting by faxing a copy of the packet to a COUNTY identified liaison and must receive approval by designated members of the COC. Referrals provided to CONTRACTOR will have been previously assessed by COUNTY for appropriateness. COUNTY will ensure that the referral packet will include the following:

- Community Care Licensing Form LIC 601: IDENTIFICATION AND EMERGENCY INFORMATION; (Attachment A)
- Community Care Licensing Form LIC 602: PHYSICIAN'S REPORT FOR COMMUNITY CARE FACILITIES; (Attachment B)
- Community Care Licensing Form LIC 603: PREPLACEMENT APPRAISAL INFORMATION; (Attachment C)
- Community Care Licensing Form LIC 625: APPRAISAL/NEEDS AND SERVICES PLAN; (Attachment D)
- Community Care Licensing Form LIC 9172: FUNCTIONAL CAPABILITY ASSESSMENT; (Attachment E)

CONTRACTOR, upon receipt of every COUNTY referral, must respond within one business day ("business days" means weekdays) of receipt of packet with either a denial or with a scheduled face-to-face interview date and time for the applicant. Applicants should be interviewed no later than three (3) business days ("business days" means weekdays) from the CONTRACTOR's receipt of packet. CONTRACTOR must notify

COUNTY of acceptance or denial of applicant within 24 hours of the interview with expected move in date no later than seven days from the receipt of initial referral packet.

Upon mutually agreed acceptance of client (agreed upon by COUNTY, CONTRACTOR, and CLIENT), REFERRING AGENCY will arrange for transportation and placement of client in CONTRACTOR's Social Rehabilitation Facility (SRF). CONTRACTOR will be required to maintain a client occupancy rate of ninety percent (90%) at all times.

All services provided by CONTRACTOR to residents, will center around the residents' recovery plan and their agreement to engage in 30 hours of programming a week which may be composed of any combination of activities conducted by the CONTRACTOR, COUNTY, and/or appropriate community-based organizations. CONTRACTOR will use the Recovery-Centered Clinical System (RCCS), a clinical framework developed by Telecare Corporation, through which, CONTRACTOR will work with each resident to develop an individualized recovery plan centered on his or her specific hopes and dreams. CONTRACTOR will utilize a recovery-oriented, "whatever it takes" approach in working with residents, working proactively with clients to engage them in programming, rather than taking a wait and see approach and allowing residents to simply decide whether to participate or not on a day-to-day basis and later face the consequences, including possible removal from the program. To ensure success of residents engaging in this new more intensive programming, CONTRACTOR will train staff to utilize a more proactive, engaging approach with residents.

All residents in the program will be provided a copy of their recovery plan and work with program staff to implement this plan through recovery-based conversations. The plan itself is fluid and changes based upon the needs of the resident. In addition, all residents have an LIC 625 "Appraisal, Needs and Services Plan" as per California Department of Social Services (DSS) and CCL requirements.

CONTRACTOR shall provide specific services within the social rehab program, to include: planned activities, socialization within the program and the general community, and linkage to community resources, and other mental health services and supports as needed. CONTRACTOR shall provide the equipment and supplies necessary for residents to participate in a wide range of group and individual activities. Activities requiring group interaction and designed for socialization, education, and recreation are available for residents on a daily basis.

CONTRACTOR will ensure that CASA C (House of Transitions) has a specific activity schedule that is posted, and activities are available to all residents. CONTRACTOR will demonstrate a commitment to and an emphasis on much more intense and engaging programming for residents.

Activities shall be available on a daily basis, including a minimum of three (3) groups offered throughout the day, afternoon and evening focusing upon a range of Recovery issues. Social rehabilitation, individual and group interventions will include at the minimum: skills building, assistance with daily living, symptom monitoring, community integration services, dual diagnosis services, crisis intervention availability 24 hours a

day, seven (7) days a week, family counseling, assistance with the development of community support systems to maximize consumer utilization of non-mental health community resources, educational opportunities such as pre-vocational and or vocational counseling, and consumer advocacy. These activities are often determined based upon resident feedback either individually or through participation in a Resident Council. The activities are facilitated by Casa staff and may include those that take place within the community setting, to promote involvement in the community and resident independence. Activities that center on the use of the residential environment for skill acquisition as well as testing and refinement of community living, and interpersonal skills are also provided through the CONTRACTOR. CONTRACTOR will encourage the residents to actively participate in at least thirty hours of activities a week. Such activities may include but will not be limited to mental health treatment groups, substance abuse groups, work, volunteer activities, education, or social rehab groups.

In support of a drug/alcohol free environment, CONTRACTOR will provide co-occurring capable personnel to provide groups focused on issues of dual diagnosis recovery.

CONTRACTOR will provide peer support specialists (personnel with lived experience). CONTRACTOR will involve organizations including, but not limited to, Pacific Clinics and the Client Network.

CONTRACTOR will assist residents with transportation, including teaching them to use public transportation, providing bus tokens/passes, as well as utilizing vans to transport clients into the community and to VCBH for mental health treatment.

CONTRACTOR will assist residents in interfacing with VCBH in accessing mental health treatment.

CONTRACTOR, with consumer's knowledge and consent, will invite families to participate as integral members of the social rehabilitation treatment teams. To ensure success of family involvement, CONTRACTOR will provide a clear direction to all staff to pro-actively involve family members and view them as a key part of the treatment team.

CONTRACTOR will provide family education support groups on a monthly basis to facilitate improved communication and to develop family members as natural supports for clients in preparation for eventual discharge.

In accordance with the California Department of Health Care Services /Ventura County Behavioral Health Department Mental Health Plan Contract (Agreement number 06-76065-000) CONTRACTOR shall maintain a weekly clinical summary of rehabilitation services provided to each client in the form of a Progress Note. CONTRACTOR shall ensure that the clinical summary is reviewed, in accordance with the California Department of Health Care Services. For details regarding current requirements, visit the California Department of Health Care Services website at www.dhcs.ca.gov.

CONTRACTOR shall only claim for Medi-Cal Specialty Mental Health Service Functions based upon calendar days, as defined in Title 9 of the California Code of Regulations,

Section 1840.320. With their monthly claim to the COUNTY, CONTRACTOR shall submit a daily census log of residents, for which the CONTRACTOR provided Adult Residential Services.

CONTRACTOR will develop criteria as approved by COUNTY for discharge and coordinate discharge planning services with COUNTY. CONTRACTOR will initiate a discharge planning meeting for clients who have met their rehabilitation goals and are ready to transition to a lower level of care at least sixty (60) days prior to a proposed discharge date. COUNTY and CONTRACTOR staff will review during the discharge planning meeting with the client and client's identified support system, the appropriate level of care that client will step down to and the steps necessary to facilitate a smooth transition for the client. CONTRACTOR will complete the necessary placement documents, and this will be provided to COUNTY staff within five (5) business days to facilitate the identification of a suitable placement option.

With agreement of the treatment team and consideration of client's symptoms, if after repeated, varied, and documented efforts have been made to engage the client in participating in treatment have failed, and in consultation with COUNTY, a thirty (30) day notice may be given. If an ongoing client becomes disengaged, or is not benefiting from the treatment provided, CONTRACTOR will first consult with the treatment team and collaborate with the client to develop a plan for re-engagement in the program; a copy to be given to the client and COUNTY if requested. If the client refuses to meet with the CONTRACTOR to collaborate, CONTRACTOR will consult with COUNTY to determine suitability for program and may issue a 30-day notice. In the event of any 30-day notice, CONTRACTOR will complete all necessary placement documents within five (5) business days and forward these to the COUNTY treatment team to facilitate alternative placement for client.

At any point in a client's stay, should the client willfully and/or continuously violate their House Rules, in an effort to maintain licensing standards, the treatment team in consideration of client's symptoms, and after documented efforts have been made to assist the client in maintaining rule compliance have failed, may issue a thirty (30) day notice. In the event that a client willfully and/or continuously violates their House Rules and/or Agreement, in an effort to maintain licensing standards and ensure the safety of the other residents, the CONTRACTOR may submit an urgent request to Community Care Licensing for a three (3) day eviction notice. CONTRACTOR will inform COUNTY immediately when such a request is made to allow COUNTY opportunity to secure alternative placement resources for the client.

In the event a client endangers and/or causes physical harm to another client(s), themselves, or staff, and/or significant property damage, CONTRACTOR, in consultation with COUNTY, will use all available information to determine the motivation for the behavior in developing an appropriate response. In instances when the client appears to be experiencing a change of mental status and meets criteria for involuntary hospitalization, CONTRACTOR will facilitate the placement at a higher level of care and be prepared to accept the client back once psychiatrically stable again. In other instances when there is a lack of evidence that a change of mental status is the cause of the

injurious and/or destructive behavior CONTRACTOR, in an effort to maintain licensing standards and ensure the safety of the other residents, the CONTRACTOR may submit an urgent request to Community Care Licensing for a three (3) day eviction notice. CONTRACTOR will inform COUNTY immediately when such a request is made to allow COUNTY opportunity to secure alternative placement resources for the client.

CONTRACTOR shall submit quarterly client program reports (to be agreed upon by COUNTY and CONTRACTOR) to COUNTY no later than the 15th day of the month after the end of each quarter (Oct. 15th, Jan. 15th, April 15th and July 15th). Quarterly reports will include the following information:

- 1) Number of referrals received, referrals denied, and reason for denial
- 2) Timeliness of response to referrals.
- 3) Number of groups per month/per client distinguishing between CONTRACTOR's groups and others.
- 4) Number/percentage of group hours and other rehabilitation activities in a summary attendance report (e.g., overall 89% of clients attended more than twenty (20) hours of groups a week; 25 % of clients completed more than fifteen (15) rehabilitation activities weekly).
- 5) Timeliness of weekly summaries documentation.
- 6) Vacancy rate: distinguishing between reasons beds were unfilled (i.e., home visit, hospital, jail, and absent without permission, room in need of repair -VCBH responsibility; room in need of cleaning-Telecare responsibility).
- 7) Number of clients discharged, reason for discharge; placement client was discharged to, length of stay and where client will continue to receive mental health services.

CONTRACTOR shall complete the California Department of Health Care Services Adult Performance Outcome System Performance Outcome Survey. CONTRACTOR shall submit these surveys to the COUNTY within the timeframe established by the California Department of Health Care Services.

CONTRACTOR will utilize COUNTY Notification form or California Community Care Licensing Unusual Incident/Injury Report form to inform COUNTY within 24 hours in the event of an unusual occurrence. An unusual occurrence is defined as epidemic outbreaks, poisoning, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety of health of clients, staff, or visitors.

CONTRACTOR shall also provide services under this Agreement in accordance with all applicable laws and regulations. This Agreement shall compensate CONTRACTOR for services provided to clients occupying up to fifteen (15) beds at Casa C. All clients will be referred to CONTRACTOR by COUNTY.

Maintenance of the Casas shall be in accordance with the Maintenance Schedule provided to the CONTRACTOR, which by reference shall be included in this contract.

CONTRACTOR will ensure the VCBH clinical staff has a dedicated office space available in Casa Administrative Building to perform clinical services for clients at Casa B, C, D,

and E. Reasonable accommodations will be made during audits of the CONTRACTOR's facilities, allowing VCBH staff to maintain its weekly office space schedule to perform clinical services, and taking in to account the use of the CONTRACTOR's offices as appropriate.

COUNTY and CONTRACTOR agree to meet on an ongoing basis to discuss concerns related to this Agreement, including but not limited to concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements, financing, and revenue production.

CONTRACTOR agrees to use and comply with the following Exhibit "A" Attachments (subject to modifications by the State of California, Department of Social Services, Community Care Licensing Division) that are listed below and are attached in Exhibit "K":

Attachment A: LIC 601: IDENTIFICATION AND EMERGENCY INFORMATION

Attachment B: LIC 602: PHYSICIAN'S REPORT FOR COMMUNITY CARE
FACILITIES

Attachment C: LIC 603: PREPLACEMENT APPRAISAL INFORMATION

Attachment D: LIC 625: APPRAISAL/NEEDS AND SERVICES PLAN

Attachment E: LIC 9172: FUNCTIONAL CAPABILITY ASSESSMENT

EXHIBIT "B"

PAYMENT TERMS: SERVICES COMPONENT

TELECARE CORPORATION (CASA C) July 1, 2023 through June 30, 2024

- A. COUNTY shall pay CONTRACTOR in accordance with the terms and conditions set forth in this Exhibit "B" and Attachment A to Exhibit "B" for CONTRACTOR's satisfactory performance or provision of the services and work described in Exhibit "A". Except as expressly provided in this Agreement, the maximum total sum of all payments made by COUNTY to CONTRACTOR for the services and work performed or provided under this Agreement for the service period of July 1, 2023 through June 30, 2024, shall not exceed \$969,111. This not to exceed amount is not a guaranteed sum but shall be paid only for services actually rendered. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years. The funding sources for this Agreement could include: Short Doyle Medi-Cal Federal Financial Participation (SD/MC FFP), Realignment, and Proposition 63 Mental Health Services Act (MHSA).
- B. CONTRACTOR shall enter claims data into COUNTY's Billing and Transactional Database System within the timeframes established by COUNTY. CONTRACTOR shall use CPT or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended. CONTRACTOR will review the DHCS Billing Manual periodically to ensure CONTRACTOR is aware of any changes and utilizing the information from the most current version of the manual.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice using CONTRACTOR's own letterhead or format and include a signed Certification of Claims form (Exhibit "I") and a printout from COUNTY's Billing and Transactional Database System of billable services (invoices shall be based on claims entered into the COUNTY's Billing and Transactional Database System for the prior month). If a printout from COUNTY's Billing and Transactional Database System is unavailable, COUNTY will reimburse CONTRACTOR 1/12th of the Agreement's maximum contract amount for the services specified in this Exhibit "B," until the issue is resolved, as determined by COUNTY. If this payment methodology is used, COUNTY will complete a reconciliation of the units of service and rates against the payments made to CONTRACTOR to identify any over or under payments. COUNTY is entitled to recover, and CONTRACTOR shall remit any amount overpaid to CONTRACTOR within forty-five (45) days of any COUNTY completed reconciliation. COUNTY will remit any additional payments required to the CONTRACTOR upon any COUNTY completed reconciliation.

All invoices submitted shall clearly reflect all required information regarding the services for which invoices are made, in the form and content specified by COUNTY. CONTRACTOR shall submit delivered units of service with appropriate documentation, along with the invoice for reimbursement. No service that has been or will be reimbursed by any other revenue source can be invoiced by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, and dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

- D. **TIMELY BILLING.** CONTRACTOR shall generate a monthly Timely Billing Report that has been reviewed by CONTRACTOR's Chief Financial Officer, Controller, or highest-ranking accounting officer. CONTRACTOR's accounting officer's signature on the report indicates that timeliness related to billing will be managed to achieve an average of three (3) business days or less from the time of service to the date of entry in COUNTY's Billing and Transactional Database System. The signed Timely Billing Report must be attached with the monthly invoice and submitted to COUNTY. CONTRACTOR shall ensure that all data is entered in a timely manner in order to produce the most accurate reports.
- E. Payment shall be made in arrears upon the submission of approved invoices to COUNTY. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the COUNTY's Billing and Transactional Database System multiplied by the service rates in Attachment A to Exhibit "B." COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all reconciliation activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 62, Audit of Services, Subsections D and E. All payments shall be subject to audit and reconciliation. COUNTY agrees to pay CONTRACTOR for approved services rendered, less any services that are disallowed for any reason by the COUNTY Quality Assurance Division. CONTRACTOR shall be liable for any expenses incurred by CONTRACTOR in excess of the contract maximum. In no event shall the maximum amount payable hereunder exceed the maximum contract amount under this Agreement, as specified in Exhibit "B," Section A.
- F. CONTRACTOR has submitted to COUNTY for its review and consideration a budget that contains estimated staffing which is applicable under this Agreement. COUNTY will use this information as an ongoing monitoring guide and will also include in COUNTY monitoring the measure of productivity, service level expectation, and the ability to achieve outcomes as specified in this Agreement.

- G. SD/MC reimbursement provision: For Medi-Cal eligible services COUNTY acknowledges its responsibility to pay CONTRACTOR with respect to services provided to Medi-Cal beneficiaries under this Agreement, CONTRACTOR shall comply with Medi-Cal State Plan and Medi-Cal SMHS Waiver requirements. The Short-Doyle/Medi-Cal reimbursement is composed of FFP and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing Short-Doyle/Medi-Cal funding as applicable. CONTRACTOR must accept as payment in full the amounts paid by COUNTY in accordance with this Agreement. CONTRACTOR may not demand any additional payment from DHCS, client, or other third-party payers.
- H. CONTRACTOR may not redirect or transfer funds from one funded program to another funded program under which CONTRACTOR provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
- I. CONTRACTOR may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.
- J. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by DIRECTOR or his or her designee prior to performance thereof.
- K. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any SMHS or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (CCR, tit 9 Section 1810.365(a)).
- L. CONTRACTOR shall not charge any clients or third-party payers any fee for service unless directed to do so by the DIRECTOR at the time the client is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.
- M. CONTRACTOR or subcontractor of CONTRACTOR shall not hold beneficiaries liable for debts in the event that the COUNTY becomes insolvent; for costs of covered services for which the State does not pay the COUNTY; for costs of covered services for which the State or the COUNTY does not pay the COUNTY's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the COUNTY; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 CFR 438.106 and Cal Code Regs Title 9 1810.365(c).
- N. CONTRACTOR agrees to hold harmless both the State of California and beneficiaries in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR pursuant to this Agreement.

- O. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or State or Federal funding sources that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by COUNTY or State or Federal funding sources for the term of the Agreement. If the Federal or State governments reduce financial participation in the Medi-Cal program, COUNTY agrees to meet with CONTRACTOR to discuss renegotiating the services required by this Agreement.
- P. COUNTY will not remit payment for services to any entity or financial institution that is located outside of the United States of America. CONTRACTOR certifies, by executing this Agreement, that it and its subcontractors are located (and, where CONTRACTOR and/or its subcontractors are corporations, incorporated) in the United States of America.
- Q. COUNTY will not remit payment for services furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the State Department of Health Care Services or COUNTY failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. section 1396b(i)(2)).
- R. In accordance with 42 C.F.R. 438.608(a)(8) and 42 C.F.R. part 455.23, in cases where there is a credible allegation of fraud for which an investigation is pending under the Medicaid program against CONTRACTOR or their network provider, COUNTY shall suspend all payments to CONTRACTOR, unless there is good cause not to suspend payments or to suspend payment only in part.
- S. COUNTY will not remit payment for any item or service furnished under this Agreement: (1) by CONTRACTOR or any individual or entity during any period when CONTRACTOR, the individual, or entity is excluded from participation under the Social Security Act, sections 1128, 1128A, 1156 or 1842(j)(2), (2) that is provided by any individual, entity, at the medical direction or on the prescription of a physician, during the period when the individual, entity, or physician is excluded from participation under titles V, XVIII, or XX or pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such items or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person), (3) if the State has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual, entity, or physician, unless the State determines there is good cause not suspend such payments, or (4) in respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.
- T. In the event that CONTRACTOR fails to comply with any provision of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by County, State, and appropriate Federal agencies

regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.

- U. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "I" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.
- V. Notwithstanding any other provision of this Agreement, SD/MC services provided hereunder by CONTRACTOR, shall comply with and be compensated in accordance with all applicable Federal, State, and COUNTY laws, regulations, requirements, and any amendments or changes thereto, including but not limited to, DHCS SD/MC, Medi-Cal SMHS title 9, Chapter 11, DMH Cost Reporting Data Collection Manual, title 19 of the Social Security Act, title 22 of the California Code of Regulations, Section 51516, and policy letters issued by the DMH-DHCS, Program regulations and requirements as specified by DMH-DHCS. It is understood that such services will subsequently be billed by COUNTY for SD/MC FFP.
- W. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for SD/MC FFP reimbursement shall be reported to COUNTY in accordance with COUNTY reporting timelines, instructions, and formats. COUNTY in its sole discretion may withhold payment to CONTRACTOR if CONTRACTOR does not comply with such reporting timelines, instructions, and formats as required by COUNTY. COUNTY shall be responsible for billing the appropriate entity for reimbursement of the SD/MC services provided and reported by CONTRACTOR to COUNTY.
- X. CONTRACTOR understands and agrees that all SD/MC FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to COUNTY.
- Y. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed SD/MC services provided hereunder, which are the result of CONTRACTOR's sole negligence in providing SD/MC services under this Agreement. CONTRACTOR shall be required to fully reimburse COUNTY for any payment by COUNTY to CONTRACTOR that is subsequently disallowed through Federal, State, county or any other entity audit(s) or review(s) including any services that are disallowed for any reason by the VCBH Quality Assurance Division.
- Z. Claims deemed unallowable shall be subject to recoupment or recovery by COUNTY.
- AA. CONTRACTOR shall not bill beneficiaries for covered services under a contractual, referral, or other arrangement with COUNTY in excess of the amount that would be owed by the individual if the COUNTY had directly provided the services (42 U.S.C 1396u-2(b)(6)(C)).

BB.COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to treatment coordination, service utilization and outcomes, documentation, and reporting requirements.

ATTACHMENT A to Exhibit “B”

RATE TABLE

**TELECARE CORPORATION (CASA C)
July 1, 2023 through June 30, 2024**

Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
24-Hour Residential Services	4,654	\$208.232	\$969,111
Total Residential Services			\$969,111

EXHIBIT "B-1"

**PAYMENT TERMS:
BOARD & CARE COMPONENT**

**TELECARE CORPORATION (CASA C)
July 1, 2023 through June 30, 2024**

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount for the services specified in this Exhibit "B-1," for the service period of July 1, 2023 through June 30, 2024, shall not exceed \$82,543. The funding sources for this Agreement could include Realignment and Mental Health Services Act (MHSA) funding.

- B.** Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the rate table (see Attachment A to Exhibit "B-1"). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein, for the services specified in Exhibit "B-1," exceed the maximum amount specified in Section A above.
- C.** The CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by the COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delays. Following receipt of a complete and correct monthly invoice and approval by the COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.
- D.** It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.
- E.** COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by the COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of

disallowance within a period of time to be determined by the COUNTY. Reimbursement shall be made by the CONTRACTOR.

- F. Costs and/or expenses deemed unallowable shall be subject to recoupment. If the allowability or appropriateness of an expense cannot be determined because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles/audit standards, all questionable costs may be disallowed, and payment withheld. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- G. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- H. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing, and revenue production.

ATTACHMENT A to EXHIBIT "B-1"
RATE TABLE

TELECARE CORPORATION (CASA C)
July 1, 2023 through June 30, 2024

Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
Board & Care - Casa C	4,654	\$17.736	\$82,543
Total Board & Care			\$82,543

EXHIBIT "C"

DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and CONTRACTOR's duly authorized representative(s) understand, agree, and certify as follows:

1. By signing this Certification, CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations including but not limited to 48 C.F.R. 9.400, et seq. "Debarred" means excluded or disqualified from contracting with the Federal, State, or local government.
2. By signing this Certification, the CONTRACTOR certifies to the best of CONTRACTOR's knowledge and belief that CONTRACTOR, CONTRACTOR's principals, and subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 C.F.R. 9.400, et seq.), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State, and
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the CONTRACTOR is unable to certify any of the statements in this Certification, CONTRACTOR shall submit an explanation to the COUNTY VCBH Contracts Manager.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the CONTRACTOR knowingly violates this Certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.
6. CONTRACTOR must ensure that the Office of the Inspector General's Exclusion List, Medi-Cal list of Suspended or Ineligible Providers list, and the Excluded Party List System/System for Award Management database are checked on a monthly basis, prior to providing any service under this Agreement.
7. Whereas, COUNTY shall provide notice regarding the authority of the Department of Health Care Services (DHCS) to impose administrative sanctions to their providers or contractors.
8. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR's certification herein was erroneous when made or (2) CONTRACTOR's certification herein becomes erroneous by reason of changed circumstances.
9. COUNTY shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on the Federal Office of Inspector General's Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, or the Excluded Party List System/System for Award Management database, and that any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
10. CONTRACTOR certification herein is a material representation of facts upon which COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR: **Telecare Corporation**

BY  07/24/23
Dawan Utecht (Jul 24, 2023 21:04 PDT) _____ Date
Authorized Signature
Dawan Utecht Chief Development Officer/SVP

Printed Name and Title

BY _____
Authorized Signature _____ Date

Printed Name and Title

EXHIBIT "D"

V_{ENTURA} C_{OUNTY} H_{EALTH} C_{ARE} A_{GENCY}
CODE OF CONDUCT

CODE OF CONDUCT NO 1

VCHCA's employees and agents shall strive to deliver quality, patient-centered health care services

- VCHCA's employees and agents shall treat all patients with dignity, respect, and courteousness.
- VCHCA shall only employ or work with persons with proper credentials, experience, and expertise.
- It is everyone's job to maintain VCHCA's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care. Patients will be involved in decisions regarding the care that VCHCA delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCHCA and its policies, procedures, and charges, and who will provide services on behalf of VCHCA.
- VCHCA employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion, and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCHCA solely based on race, gender, religion, creed, color, economic status, or source of payment.
- VCHCA's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public or ourselves.

CODE OF CONDUCT NO 2

VCHCA's employees and agents shall comply with all applicable laws and regulations that affect its various businesses

- VCHCA, by and through its employees and agents, shall comply with all applicable laws, regulations, standards, and other requirements imposed by any level of government. Without limiting the generality of that statement, employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.
- VCHCA will not pursue any business opportunity that requires engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved by County Counsel and either the Board of Supervisors or the purchasing agent as appropriate.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with Federal and State laws and regulations and policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate, or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCHCA will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCHCA shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.

- VCHCA shall maintain complete and thorough medical and billing records.
- VCHCA, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- All drugs or other controlled substances shall be maintained, dispensed, and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations to their manager or supervisor, through the Confidential Compliance Line or to the Compliance Officer.

CODE OF CONDUCT NO 3

VCHCA's employees and agents shall engage in ethical business relationships

- VCHCA seeks positive relationships with government programs and third-party payers. Positive relationships require ongoing communication about patient progress and billing.
- Employees or agents shall not use or reveal any confidential information concerning VCHCA or use, for personal gain, confidential information obtained as an employee or agent of VCHCA.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to accomplishing and the COUNTY's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the COUNTY's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.

- All reports or other information required to be provided to any Federal, State, or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCHCA.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employee or agent knows of or suspects a practice or incidents that may violated this Code of Conduct, Compliance Guidelines, operational policies, any law, or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

CODE OF CONDUCT NO 4

VCHCA's employees and agents shall avoid conflicts of interest or the appearance of an impropriety

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCHCA.
- Employees and agents should avoid any activity that conflicts with the interests of VCHCA or its patients. They should try to avoid even the appearance of impropriety. If an employee or agent suspects that a conflict may exist or may be created, then he or she should consult with management.
- Placing business with any firm in which, there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).
- Employees and agents should not become involved, directly, or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict-of-Interest Code. For example, an employee or agent should not be a director, manager or consultant of a potential competitor, customer, or supplier of VCHCA without first disclosing that relationship to management.

- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the in the integrity of County government.
- Gifts and benefits to clinicians or referral sources are not appropriate.
- Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report any potential conflicts of interest concerning themselves or their family members to VCHCA in accordance with the Conflict-of-Interest Code.

CODE OF CONDUCT NO 5

VCHCA's employees and agents shall protect County's property And respect the property rights of others with whom we do business

- All employees and agents are personally responsible and accountable for the proper expenditure of VCHCA funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCHCA's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCHCA or patient resources for personal or improper purposes or permit them to do so.
- Surplus, obsolete, or junked property shall be disposed of in accordance with VCHCA's and County's procedures. Unauthorized disposal of property is a misuse of assets.

- Employees and agents have a duty to be productive during the time that is paid for by VCHCA.
- VCHCA equipment is intended to be used only for VCHCA or County business.
- Use of the Internet is for County business. Any misuse will result in disciplinary action in accordance with VCHCA policy. Employees and agents may only use computer systems, networks, and consistent with VCHCA's and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCHCA's or a patient's property is prohibited, including outright theft of property or of money.
- VCHCA's confidential and proprietary information is valuable and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of property to their supervisor or through the Confidential Compliance Line.


CODE OF CONDUCT NO 6

VCHCA's employees and agents shall respect each other as human beings and health care professionals

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated.
- Quality patient care can only be delivered using qualified, competent staff. VCHCA will contribute to an employee's or agent's competence by making available continuing job- related education and training (within the limits of its resources).

- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCHCA strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- VCHCA promotes a drug and alcohol-free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCHCA shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, procedure, or policy.

CONTRACTOR: **Telecare Corporation**

BY  07/20/23
Dawan Utecht (Jul 20, 2023 11:21 PDT)
 Authorized Signature Date

Dawan Utecht Chief Development Officer/SVP
 Printed Name and Title

BY _____
 Authorized Signature Date

 Printed Name and Title

EXHIBIT "E"

QUALITY MANAGEMENT PROGRAM

VCBH is committed to assuring that VCBH clients receive care that meets State and Federal requirements.

CONTRACTOR adherence to the VCBH Quality Assurance standards is mandatory and includes the following provider responsibilities:

1. Adhere to the VCBH Grievance and Appeals policy.
2. Post the Notice of Problem Resolution Processes which explains the grievance, appeal, and expedited appeal procedures.
3. Provide: (a) a master copy of the VCBH "Ventura County Mental Health Plan Beneficiary Handbook" brochure in English, Spanish, Large Font, and Audio format, (b) the Medi-Cal Provider Directory in English and Spanish, and (c) Grievance and Appeal forms and postage paid envelopes in all waiting areas.
4. Provide the VCBH Quality Management Division with notification of all adverse incidents involving clients within one business day of the incident or first knowledge of the incident.
5. Follow all documentation standards and respond to requests for plans of correction when requested by VCBH.
6. Conduct a Utilization Review process every quarter and provide remediation evidence to VCBH Utilization Review staff during or following VCBH Utilization Review.

VCBH will be responsible for providing the following:

1. Provide updates to any client grievance procedures.
2. Provide updates of the Ventura County Mental Health Plan Beneficiary Handbook and Medi-Cal Provider Directory.
3. Supply the postage paid envelopes for use in waiting rooms.
4. Provide assistance and training in documentation in coordination with the VCBH Division Chiefs and assigned contract managers.
5. Provide technical assistance and conduct Medi-Cal site certification and re-certification.

6. Provide utilization review as required by the VCBH policy on CONTRACTOR Utilization review.
7. Notify CONTRACTOR of disallowances that occur as a result of utilization review.

EXHIBIT "F"

BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **Telecare Corporation**.
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (the "Security Rule") with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within forty-eight (48) hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.

- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the Agreement (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the Agreement (or other arrangement), if feasible.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **Medi-Cal Specialty Mental Health Services Agreement**.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **July 1, 2023**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and **the Medi-Cal Specialty Mental Health Services**

agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.

c. *Obligations of Business Associate Upon Termination*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

EXHIBIT "G"

Good Neighbor Policy

The COUNTY contracts with mental health service providers committed to providing neighborhood-based treatment services for clients. In addition to the standard COUNTY contract language, contractors providing services to COUNTY clients must comply with this Good Neighbor Policy.

Facility and Facility Operations

Each facility shall establish early communication with the affected neighborhoods and communities as a way to (1) identify potential physical impacts on neighborhoods; (2) establish mitigation as necessary; and (3) implement appropriate management practices to minimize neighborhood complaints and encourage consideration of neighbors.

Neighborhood Complaints

Each facility shall develop a written procedure for handling neighborhood complaints to ensure ease of communication to the appropriate regulatory agency.

The neighborhood complaint process must be available on site so that it is readily accessible upon request.

The written procedure must include a contact number for the COUNTY liaison.

Staff and Resident Conduct

Staff and residents are expected to conduct themselves in a manner that demonstrates that they are community members.

Staff and residents are encouraged to be considerate of neighbors when outdoors.

Community Service and Involvement

In order to foster good relations between the staff and residents of a residential facility and other members of the community where the facility is located, staff and residents are encouraged to participate in community service activities that would tend to foster good will between the recovery community and their neighborhood.

EXHIBIT "H"

Utilization Review and Contractors Invoice Procedure

1. Utilization Review staff will contact CONTRACTOR to schedule the chart review site visits.
2. A random selection of charts documenting services provided the previous month will be reviewed, per COUNTY policy.
3. **For out of county contractors** who are not directly entering billing into the VCBH Billing and Transactional Database System, all clinical documentation for the previous month, including updated treatment plans and assessments, will be emailed securely to VCBH Quality Assurance Utilization Review at QM.UR@ventura.org.
4. CONTRACTOR will submit its monthly invoice(s) to VCBH Fiscal Administration Accounts Payable by email to: bh_accountspayable@ventura.org or by mail to:

Ventura County Behavioral Health
Fiscal Administration Accounts Payable
1911 Williams Drive, Suite 210
Oxnard, CA 93036

Invoices **MUST** include the following information: (1) remit to name and address, (2) invoice date, (3) invoice number, (4) Federal identification number, (5) service month, (6) rate(s), (7) units of service, and (8) Billing and Transactional Database System report from the County system that demonstrates and ties to the specific units of service that are included in the invoice.

5. Utilization Review staff will review documentation for compliance with the Department of Health Care Services documentation standards and notify CONTRACTOR of any out of compliance items via a "Chart Remediation" memo, on a quarterly basis. If the CONTRACTOR does not remediate issues and demonstrates continuous areas of concern and/or disallowances, the frequency of the Utilization Reviews may increase. Items that may be corrected to prevent disallowance of units will be identified and CONTRACTOR will have two (2) weeks to return evidence of correction to the Utilization Review office.
6. Items that are not remediated or cannot be corrected will be noted and units will be disallowed from CONTRACTOR's invoice. CONTRACTOR's invoice will be reduced to reflect the reduction of the disallowed units multiplied by the associated unit rate of service.

EXHIBIT "I"

CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED

CONTRACTOR and its duly authorized representative(s) understand and agree as follows:

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Mental Health services under this Agreement in and for said CONTRACTOR; that I have not violated any of the provisions of sections 1090 through 1098 of the Government Code; that any amounts for which reimbursement is claimed herein are in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief all claims submitted for services rendered will, in all respects, be true, correct, and in accordance with law. CONTRACTOR agrees and shall certify under penalty of perjury that all claims for services provided to COUNTY mental health clients under this Agreement have been provided to the clients by CONTRACTOR. The services were, to the best of the CONTRACTOR's knowledge, provided in accordance with the client's treatment needs. The CONTRACTOR shall also certify that all information submitted to the Behavioral Health Department and the State is accurate and complete. CONTRACTOR understands that payment of claims under this Agreement will be from Federal and/or State or COUNTY funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State or COUNTY laws. CONTRACTOR agrees to keep for a minimum period of ten (10) years from the expiration of the term of the Agreement or completion of an audit or investigation by COUNTY, State, and Federal agencies, including the exhaustion of all legal remedies, whichever is later, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. CONTRACTOR agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the DHCS, the Medi-Cal Fraud Unit, California Department of Justice, Office of the State Controller, U. S. Department of Health and Human Services, COUNTY's Behavioral Health Department, or their duly authorized representatives. CONTRACTOR also agrees that services are offered and provided without discrimination based on race, color, national or ethnic origin, sex, age or physical or mental disability. CONTRACTOR agrees that the Office of the Inspector General's Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, Excluded Parties List System/System Award Management (EPLS/SAM), databases are checked monthly, prior to providing services under this Agreement. CONTRACTOR also agrees that the Social Security Administration Death Master file database will be checked prior to: (1) contracting with COUNTY, (2) employing staff, and (3) contract renewal. CONTRACTOR agrees that prior to providing services under this Agreement, CONTRACTOR has complied with the credentialing and re-credentialing requirements specified in all applicable DHCS information notices for service providers (employees and contractors) that deliver Medi-Cal covered services and that signed attestations, as required by the information notice, are on file for each direct service provider. Per all applicable DHCS information notices, CONTRACTOR agrees to immediately: (1) report an overpayment received from COUNTY and (2) notify COUNTY in writing of the reason for the overpayment. The process for providing written notice is

described in Section 4 (NOTICES) of page 1 of this Agreement. The overpayment must be returned to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified.

CONTRACTOR: **Telecare Corporation**

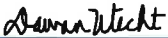
BY	<u> <small>Dawan Utecht (Jul 20, 2023 11:21 PDT)</small></u>	<u>07/20/23</u>
	Signature - Authorized Officer	Date
BY	<u></u>	<u></u>
	Signature - Authorized Officer	Date

EXHIBIT "J"

LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any Federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352.

1. Certification and Disclosure Requirements

- (a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following Exhibit 'I', consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit "I".
- (b) Each recipient shall file a disclosure (in the form entitled "Disclosure of Lobbying Activities – Standard Form –LLL") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action) in connection with a contract, or grant or any extension or amendment of the Agreement, or grant, which would be prohibited under Paragraph 2 of this provision if paid for with appropriated funds.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- (c) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b) above. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered Federal action; or
 - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered Federal action,
- (d) Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision. That person

shall forward all disclosures forms to VCBH Contracts who will forward to DHCS Program Contract Manager.

2. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended, by the recipient of a Federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR: Telecare Corporation


Dawan Utecht (Jul 20, 2023 11:21 PDT)

07/20/23

Signature

Date

Dawan Utecht

Chief Development Officer/SVP

Printed Name of Person Signing for Contractor and Title

Signature

Date

Printed Name of Person Signing for Contractor and Title