

**FIRST AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND TELECARE CORPORATION**

This "First Amendment" to the Agreement for Adult Residential Treatment Services, which became effective July 1, 2023, is made and entered into 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** (Casa B – Brighter Tomorrows), hereinafter referred to as "CONTRACTOR".

NOW, THEREFORE, the parties hereby agree that the Agreement, is amended nunc pro tunc as follows:

- I. Effective with respect to the service period commencing July 1, 2023, through June 30, 2024, Exhibit "A" (PROGRAM DESCRIPTION) of the Agreement is deleted and replaced with the new Exhibit "A" (PROGRAM DESCRIPTION), attached hereto.
- II. Effective with respect to the service period commencing July 1, 2023, through June 30, 2024, Exhibit "B" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B" (PAYMENT TERMS), attached hereto.
- III. Effective with respect to the service period commencing July 1, 2023, through June 30, 2024, Exhibit "B-1" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B-1" (PAYMENT TERMS), attached hereto.
- IV. Except for the modifications described herein, all other terms and conditions of the Agreement, shall remain in effect.
- V. This First Amendment 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.
- VI. The parties hereto agree that this First Amendment 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this First Amendment through their duly authorized representatives as of the last date written below.

TELECARE CORPORATION

COUNTY OF VENTURA

BY Dawan Utecht
Dawan Utecht (May 30, 2024 16:25 PDT)

(authorized signature)

Dawan Utecht SVP/Chief Development Officer

(print name and title)

05/30/24

Date

94-1735271

Federal Tax Identification #

TELECARE CORPORATION

BY _____

(authorized signature)

(print name and title)

Date

BY [Signature]

(authorized signature)
Dr. Loretta Denenberg D-Ph, MS
Interim BIT Director

(print name and title)

6-5-2024

Date

* If a corporation, this First Amendment 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 Third 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 B – BRIGHTER TOMORROWS)

1. INTRODUCTION

- A. As an organizational provider agency, CONTRACTOR shall provide administrative and direct program services to COUNTY's Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations.
- B. CONTRACTOR has the option to deliver services using evidence-based program models. CONTRACTOR shall provide said services in CONTRACTOR's program(s) as described herein; and utilizing locations as described herein.

2. PROGRAM INFORMATION

Contract Period	July 1, 2023 through June 30, 2024
Program Name	Telecare Corporation (Casa B – Brighter Tomorrows)
Service Delivery Locations	County of Ventura, 1750B South Lewis Road, Camarillo, CA 93012
Hours of Operation	24/7

3. TARGET POPULATION

- A. CONTRACTOR shall provide services to the following populations:
 - I. 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 B, also known as Brighter Tomorrows. Referrals of clients who will exceed these age limits during their stay will be reviewed by the 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 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 has priority on the next bed opening until the total of 15 is reached.

- II. The length of stay for residents shall be no longer than eighteen (18) months. 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.
- III. 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.
- IV. The second goal is to reduce the residents' use of acute and long-term care services.

4. SERVICES TO BE PROVIDED

- A. CONTRACTOR shall provide the following medically necessary covered specialty mental health services, as defined in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf>, or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.
 - I. 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.
 - II. 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.
 - III. The second goal is to reduce the residents' use of acute and long-term care services.
- B. CONTRACTOR shall observe and comply with all lockout and non-reimbursable service rules, as specified in the DHCS Billing Manual.

5. REFERRAL AND INTAKE PROCESS

- A. CONTRACTOR shall follow the referral and intake process as specified herein.
 - I. 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.

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

6. PROGRAM DESIGN

A. CONTRACTOR shall maintain programmatic services as described herein.

- I. All services provided by CONTRACTOR to residents, will center around the residents' recovery plan and their agreement to engage in thirty (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 the success of residents

engaging in this new more intensive programming, CONTRACTOR will train staff to utilize a more proactive, engaging approach with residents.

- II. 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.
- III. 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.
- IV. CONTRACTOR will ensure that CASA B (Brighter Tomorrows) 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.
- V. Activities should 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 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. CONTRACTOR will provide co-occurring capable peer support specialists. CONTRACTOR will involve organizations including, but not limited to, Recovery Innovations (RI) and the Client Network. CONTRACTOR will utilize volunteers, and recruit family and community members as volunteers to enhance the offerings on campus. 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, substance abuse groups, work, volunteer activities, education, or social rehab groups. CONTRACTOR will collaborate and consult with treatment team in an ongoing fashion.

7. DISCHARGE CRITERIA AND PROCESS

- A. The CONTRACTOR will engage in discharge planning beginning at intake for each client served under this agreement. Discharge planning will include

regular reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

- B. When possible, discharge will include treatment at a lower level of care or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.
 - I. 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 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 in a timely manner to facilitate the identification of a suitable placement option.
 - II. If an ongoing client becomes disengaged, or is not benefiting from the treatment provided, CONTRACTOR will first consult with the treatment team and develop a plan for re-engaging the client, then consult and work with the client to re-engage. If disengagement and lack of participation in activities (ten hours or less per week) persists, CONTRACTOR will initiate a treatment meeting with COUNTY treatment staff, client, and client's identified support system present, to discuss client's continued placement at the facility. In the event that the outcome of the meeting results in a thirty (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. 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. The CONTRACTOR will inform the COUNTY immediately when such a request is made to allow COUNTY opportunity to secure alternative placement resources for the client.

8. PROGRAM OR SERVICE SPECIFIC AUTHORIZATION REQUIREMENTS

- A. All COUNTY admissions to the program will require prior authorization by the COUNTY's contract liaison (Behavioral Health Adult Residential Manager, direct 415-254-1578, or 805-981-8823) or the Adult Division Chief (direct 805-320-8261). Once authorized, admission to the program will be coordinated by the CONTRACTOR and COUNTY.

9. CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

- A. CONTRACTOR shall comply with all requests regarding local, State, and Federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

- B. CONTRACTOR shall work collaboratively with COUNTY to develop process benchmarks and monitor progress in the following areas:
- I. 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:
 - a. Number of referrals received, referrals denied, and reason for denial
 - b. Timeliness of response to referrals.
 - c. Group attendance (by client and by group); distinguishing between CONTRACTOR's groups and others.
 - d. CONTRACTOR will develop a means to gather data from groups and analyze to determine effectiveness.
 - e. Timeliness of weekly summaries.
 - f. Vacancy rate; distinguishing between reasons beds were unfilled (i.e., home visit, hospital, jail, and absent without permission).
 - g. 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.
 - h. Number of unusual occurrence reports.
 - i. CONTRACTOR will gather data in an ongoing effort to establish effectiveness of treatment provided, such as client surveys, staff surveys, ongoing assessment, to provide information that will be analyzed and presented to better inform treatment.
 - j. CONTRACTOR shall provide data to assess for the utility of the program utilizing the following performance measures: Milestones of Recovery Scale (MORS).
 - k. 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.

10. REPORTING AND EVALUATION REQUIREMENTS

- A. CONTRACTOR shall complete all reporting and evaluation activities as required by the COUNTY and described herein.
- I. 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:
 - a. Number of referrals received, referrals denied, and reason for denial.

- b. Timeliness of response to referrals.
- c. Group attendance (by client and by group); distinguishing between CONTRACTOR's groups and others.
- d. CONTRACTOR will develop a means to gather data from groups and analyze to determine effectiveness.
- e. Timeliness of weekly summaries.
- f. Vacancy rate; distinguishing between reasons beds were unfilled (i.e., home visit, hospital, jail, and absent without permission).
- g. 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.
- h. Number of unusual occurrence reports.
- i. CONTRACTOR will gather data in an ongoing effort to establish effectiveness of treatment provided, such as client surveys, staff surveys, ongoing assessment, to provide information that will be analyzed and presented to better inform treatment.

11. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

- A. COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.
- B. COUNTY will provide the CONTRACTOR with all applicable standards for the delivery and accurate documentation of services.
- C. COUNTY will make ongoing technical assistance available in the form of direct consultation to CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In doing so, COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this Agreement.
- D. Any requests for technical assistance by the CONTRACTOR regarding any part of this agreement shall be directed to the COUNTY's designated contract monitor.
- E. CONTRACTOR shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first thirty (30) days of their first day of work. CONTRACTOR shall require all covered individuals to attend, at minimum, one (1) compliance training annually.
- I. This training shall be conducted by the COUNTY, at COUNTY's discretion, by CONTRACTOR staff, or both, and may address any standards contained in this agreement.

- II. Covered individuals who are subject to this training are any CONTRACTOR staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting client care or medical items or services.

F. Additional Requirements

- I. 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, the CONTRACTOR will first consult with the treatment team and develop a plan for re-engaging the client, then consult and work with client to re-engage. If disengagement and lack of participation in activities (ten hours or less per week) persists, with the agreement of the treatment team, the client will be given thirty (30) day notice. In the event that the treatment team is unable to come together for a prolonged period of time, in an effort to avoid delay, the CONTRACTOR will collaborate with the client to develop a plan for re-engagement in the program; a copy to be given to the treatment team if requested. If the client refuses to meet with the CONTRACTOR to collaborate, The CONTRACTOR will determine suitability for program and may issue a 30-day notice. At any point in a client's stay, should the client willfully and/or continuously violate their House Rules and/or Agreement, in an effort to maintain licensing standards, the CONTRACTOR may determine suitability for program and may issue a 30-day notice.
- II. 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.
- III. 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.
- IV. 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.
- V. CONTRACTOR will assist residents in interfacing with VCBH in accessing mental health treatment.
- VI. CONTRACTOR shall utilize COUNTY forms to notify COUNTY per VCBH policies and procedure of any major unusual incident. Such notification should be faxed to the COUNTY within 24 hours of incident.

- VII. 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 clear directions to all staff to proactively involve family members and view them as a key part of the treatment team.
- VIII. CONTRACTOR will continue to provide family education support groups on a monthly basis.
- IX. 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.
- X. 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.
- XI. CONTRACTOR will 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.
- XII. 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 B. All clients will be referred to CONTRACTOR by COUNTY.
- XIII. The 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.
- XIV. 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.
- XV. 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.

XVI. 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 in the attachment labeled Exhibit "A" Attachments:

- a. Attachment A: LIC 601: Identification and Emergency Information
- b. Attachment B: LIC 602: Physician's Report for Community Care Facilities
- c. Attachment C: LIC 603: Preplacement appraisal information
- d. Attachment D: LIC 625: Appraisal/Needs and Services Plan
- e. Attachment E: LIC 9172: Functional Capability Assessment

EXHIBIT "B"

PAYMENT TERMS: SERVICES COMPONENT

TELECARE CORPORATION 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 \$1,150,734. 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 (HCPSC) 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. The COUNTY is entitled to recover, and CONTRACTOR shall remit any amount overpaid to CONTRACTOR within forty-five (45) days of any COUNTY completed reconciliation. The 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 the CONTRACTOR. Invoices for reimbursement shall be completed by the CONTRACTOR, and dated, and forwarded to the 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 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. **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 the 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 Section A of Exhibit "B".
- 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 the 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
July 1, 2023 through June 30, 2024

Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
24-Hour Residential Services	4,525	\$254.306	\$1,150,734
Total Residential Services			\$1,150,734

EXHIBIT "B-1"

**PAYMENT TERMS:
BOARD & CARE COMPONENT**

**TELECARE CORPORATION (CASA B)
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 \$43,097. The funding sources for this Agreement could include Realignment and 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," 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 B)
July 1, 2023 through June 30, 2024

Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
Board & Care - Casa C	4,525	\$20.574	\$93,097
SSI Collection			(\$50,000)
Total Board & Care			\$43,097