

**SECOND AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND TELECARE CORPORATION ACT
(VISTA/XP2/XP3 PROGRAM)**

This "Second Amendment" to the Agreement for Medi-Cal Specialty Mental Health 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, a primary service provider, hereinafter referred to as "COUNTY", and TELECARE CORPORATION ACT (VISTA/XP2/XP3 Program), 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, Section 3 (PAYMENT), shall be revised to read as follows:
 - 3. PAYMENT.** The maximum contract amount shall not exceed **\$1,500,898** Of this amount, \$1,300,000 shall be designated for the services specified in Exhibit "B" (PAYMENT TERMS), \$134,748 for Exhibit "B-1" (PAYMENT TERMS) and \$ 66,150 shall be designated for the services specified in Exhibit "K" (MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES PROVIDER INCENTIVE PLAN PROGRAM DESCRIPTION AND PAYMENT TERMS). CONTRACTOR shall be paid in accordance with Exhibit "B" (PAYMENT TERMS), Exhibit B-1 (PAYMENT TERMS) and Exhibit "K" (MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES PROVIDER INCENTIVE PLAN PROGRAM DESCRIPTION AND PAYMENT TERMS) for all services rendered.
- II. 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.
- III. 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.
- IV. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Attachment A to Exhibit "B" (PROVIDER SERVICE RATES AND PROCEDURE CODE REPORTS) of the agreement is deleted and replaced with new Attachment A to Exhibit "B" (PROVIDER SERVICE RATES), attached hereto.
- V. Except for the modifications described here, all other terms and conditions of the Agreement, shall remain in effect.
- VI. This Second 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.

- VII. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

TELECARE CORPORATION

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Federal Tax Identification #

TELECARE CORPORATION

BY

(authorized signature)

(print name and title)

Date

* If a corporation, this Second 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 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 (VISTA/ XP2/XP3 Program)

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 (VISTA/ XP2/XP3 Program)
Service Delivery Locations	4601 Telephone Rd., Suite 117 Ventura, Ca 93003
Hours of Operation	24/7

3. TARGET POPULATION

- A. CONTRACTOR shall provide services to the following populations:
 - I. Clients admitted to the CONTRACTOR’s program will evidence both serious mental illnesses and significant functional impairment which may lead them to refuse to take some (or all) prescribed, psychiatric medications. The first goal is to increase compliance with prescribed psychiatric medications. The performance objective is that 90% of all clients at discharge are voluntarily compliant with all prescribed medications.
 - II. It is the goal of the CONTRACTOR to effectively treat clients by reducing the symptoms of their mental illnesses and decreasing their functional impairments. The performance objective is that clients shall have a decrease in the observed rates of hospitalizations, homelessness, and jail days by at least fifty percent (50%) when comparing 6 and 12 months pre- and post-referral to VISTA Program.
 - III. It is the goal of the CONTRACTOR to effectively support clients in their wellness and recovery by decreasing their functional impairments and linking them to community resources and services. The performance

objective is that clients shall have a seventy percent (70%) increase in their ability to be self-supporting as evidenced by clients securing disability benefits and/or gainful employment.

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 the CONTRACTOR's program will evidence both serious mental illnesses and significant functional impairment which may lead them to refuse to take some (or all) prescribed, psychiatric medications. The first goal is to increase compliance with prescribed psychiatric medications. The performance objective is that 90% of all clients at discharge are voluntarily compliant with all prescribed medications.
 - II. It is the goal of the CONTRACTOR to effectively treat clients by reducing the symptoms of their mental illnesses and decreasing their functional impairments. The performance objective is that clients shall have a decrease in the observed rates of hospitalizations, homelessness, and jail days by at least fifty percent (50%) when comparing 6 and 12 months pre- and post-referral to VISTA Program.
 - III. It is the goal of the CONTRACTOR to effectively support clients in their wellness and recovery by decreasing their functional impairments and linking them to community resources and services. The performance objective is that clients shall have a seventy percent (70%) increase in their ability to be self-supporting as evidenced by clients securing disability benefits and/or gainful employment.
- 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. COUNTY shall provide CONTRACTOR with referrals for ACT services from the jail discharge planner or through the weekly VCBH Continuum of Care (CoC) Committee Meeting. Referrals provided to CONTRACTOR will have been previously assessed by COUNTY for appropriateness.
 - II. The CONTRACTOR's Team Lead/ Clinical Director will contact (via email, text, or phone call) the COUNTY's jail liaison weekly to determine if there are referrals awaiting screening in custody. An additional source of

referrals to the program will include a portion of persons found not competent to stand trial while facing misdemeanor charges. COUNTY will provide all available identifying information pertaining to referrals (i.e., name and date of birth at a minimum) whether they have been adjudicated and are pending release or have been found legally incompetent. In the event there are individuals being referred and the prospective release dates allow for it, arrangements will be made for the CONTRACTOR to interview them while still in custody. When circumstances and scheduling permit, the COUNTY will accompany the CONTRACTOR's Team Lead/ Clinical Director and make the introduction in person. COUNTY will facilitate the jail security clearance so as to allow the CONTRACTOR's Team Lead/ Clinical Director to enter the jail facilities unaccompanied, as necessary, to conduct clinical visits (e.g., initial screening interviews, discharge planning visits, etc.). Under the circumstances in which inmates intended to be referred are released from custody prior to an interview, the COUNTY's jail liaison will provide the person with contact information (i.e., address and phone number) for the CONTRACTOR. Additionally, the COUNTY's jail liaison will attempt to secure and provide the CONTRACTOR with contact information for the person being referred. The CONTRACTOR will notify COUNTY of the disposition related to all referrals (i.e., admit, decline, or prospective client refused) within twenty-four (24) hours.

- III. CONTRACTOR shall be prepared to accept an average of one new XP2/XP3 referral a week. A minimum of eighty percent (80%) of these referrals shall come from one of two sources: mental health court (pre-sentence) or the jail discharge planner (post-sentence). CONTRACTOR shall ensure availability of services for all appropriate referrals received from mental health court and/or the jail discharge planner by limiting the length of stay in the program to an average of twelve months.
- IV. CONTRACTOR shall ensure ACT team staffing for VISTA consists of a multidisciplinary treatment team. The CONTRACTOR shall recruit and maintain an adequate number of bilingual staff so as to be able to provide clinical services in the primary language of the consumer and consumer's family.

6. PROGRAM DESIGN

- A. CONTRACTOR shall maintain programmatic services as described herein.
 - I. CONTRACTOR shall provide ACT services for clients. This shall be accomplished through the provision of comprehensive and integrated services that include a strong engagement component in order to overcome the many barriers to participation by the population served by this contract. ACT services shall include:
 - a. Mental health treatment
 - b. Psychiatric care and management

- c. Medication education to understand and manage chronic conditions
 - d. Alcohol and other substance abuse treatment
 - e. 12-step or similar programs
 - f. Life skills training (i.e., money management, anger management)
 - g. Vocational training and counseling
 - h. Access to adult education
 - i. Advocacy regarding criminal justice, social services, and social security issues
 - j. Coordination of budgets with the client's payee program
 - k. Linkage with a peer support program, wellness and recovery centers, and housing supports.
- II. ACT services will be provided within the framework of Telecare Corporation's Recovery Centered Clinical System (RCCS). RCCS activities are designed to: (1) increase clients' skills, (2) increase clients' ability to function in the community, and (3) assist clients achieve the highest level of independence possible and desired. CONTRACTOR shall provide the equipment and supplies necessary for clients to participate in a wide range of group and individual activities. Activities will be designed to link clients to social, educational, employment and recovery opportunities within the community. CONTRACTOR shall provide the availability of 24-hour, seven (7) day per week, 365 days per year, wraparound services and supports to ensure clients' success in the community; promote hope, wellness, and recovery; and prevent unnecessary utilization of higher levels of care.
- III. CONTRACTOR will provide an appropriate level of housing for all clients and provide housing support (i.e., loaning of Supported Housing funds) when/where necessary and appropriate. CONTRACTOR will ensure that all clients eligible for housing support have an SSP14 form (attached by reference) completed within seven (7) days of enrollment and that said forms are submitted to the VCBH Contract Liaison within 7 days. CONTRACTOR will assist clients with the application for benefits both short term (i.e., General Relief and Food Stamps) and long term (i.e., Supplemental Security Income or State Disability Insurance) in an effort to maintain housing in a way that is viable and seeks to maximize the chances of repayment of housing support. CONTRACTOR is expected to perform within the constraints of the specified housing budget. Repayment of funds by the client is expected and intended to be the means by which housing support is available to the broadest array of clients. The CONTRACTOR will assist clients to plan for and budget disability benefits in a way to help them become financially independent and self-sufficient.
- IV. CONTRACTOR shall provide services to clients that center around their recovery plan. CONTRACTOR will ensure that all ACT services will be provided under and authorized on the client's Plan of Care (PoC). The PoC must be authorized by either the Physician or a licensed Nurse Practitioner.

- V. CONTRACTOR shall provide all clients in the program will support their PoC and work with program staff to implement their plan through the provision of necessary mental health services, including but not limited to psychiatric supports and services, as well as recovery-based conversations. The PoC itself is fluid and changes to it are based on the evolving needs of the individual.
- VI. CONTRACTOR will provide family education support groups on a quarterly basis (at minimum).

- a. Peer Support Services

CONTRACTOR will provide services to clients using a variety of staff, including peer support service providers. Peer Support Services are defined as culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Peer Support Services aim to prevent relapse, empower beneficiaries through strength-based coaching, support linkages to community resources, and to educate beneficiaries and their families about their conditions and the process of recovery. Examples of Peer Support Services include: (1) educational skill building groups; (2) engagement; and (3) therapeutic activity (i.e., a structured non-clinical activity).

- b. Whatever it Takes

CONTRACTOR will utilize a recovery-oriented, "whatever it takes" approach in working with clients. CONTRACTOR will work proactively with clients to engage them in programming (rather than taking a wait and see approach and allowing clients to simply decide whether to participate or not). To ensure success in engaging clients in the program, CONTRACTOR will train staff to utilize a more proactive and engaging approach with clients.

With clients' knowledge and consent, CONTRACTOR will invite families to participate as integral clients of the PoC teams. To ensure success of family involvement, CONTRACTOR will provide clear direction to all staff to proactively involve and view family clients as a key part of the treatment team.

- c. Transportation

CONTRACTOR will assist clients in accessing community resources. CONTRACTOR will teach clients how to use public transportation,

provide bus tokens/passes, and utilize vans to transport clients into the community.

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 seek to ensure continuity of care is maintained in response to all planned discharges whether the referral for subsequent mental health services is made to COUNTY or another mental health provider. In the event of unplanned discharges, the CONTRACTOR will evidence the "whatever it takes" approach before finalizing the discharge.

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 complete the mandatory performance measures: upon intake, annually and upon discharge for each client authorized by COUNTY for Medi-Cal Mental Health Services. CONTRACTOR will input data into the Milestones of Recovery Scale (MORS). COUNTY will provide CONTRACTOR with direction in establishing a system for data collection and data integrity measures. CONTRACTOR may petition COUNTY to accept alternative performance measures. CONTRACTOR is responsible for the mandatory measures until written acceptance of the proposed alternative measures from the VCBH DIRECTOR or Designee has been received. CONTRACTOR shall ensure that all state mandated Full-Service Partnership (FSP) documentation requirements are appropriately completed and entered into the COUNTY Electronic Healthcare Record (EHR) system in a timely manner.

- II. 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, screening interviews (distinguishing the number completed in-custody), and actual enrollments.
 - b. Number and nature of placements (i.e., board & care, sober living/room & board, independent, etc.); utilization of Supported Housing funds (i.e., both expended and recouped); number of benefits secured (i.e., both medical insurance and income).
 - c. Number and nature of documented service/treatment hours received by client by month.
 - d. Number, nature, and duration of service/treatment hours delivered outside of regular business hours (i.e., weekends and 5PM to 8AM).
 - e. 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.
 - f. Number of unusual occurrence reports.

10. REPORTING AND EVALUATION REQUIREMENTS

- A. CONTRACTOR shall complete all reporting and evaluation activities as required by the COUNTY and described herein.
 - I. 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, and financing and revenue production.
 - II. The CONTRACTOR shall be present and participate in the weekly mental health court meeting.
 - III. Major/Unusual Incident Notification

CONTRACTOR shall have in place written procedures for notifying VCBH Administration of any unusual occurrences or adverse events. Such notification should be faxed to the COUNTY within twenty-four (24) hours of incident.

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 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. Major/Unusual Incident Notification
 - a. CONTRACTOR shall have in place written procedures for notifying VCBH Administration of any unusual occurrences or adverse events. Such notification should be faxed to the COUNTY within twenty-four (24) hours of incident.
 - II. Medications

Utilization of Pharmaceutical Patient Assistance Programs and County Paid Prescription Program

 - a. CONTRACTOR agrees to collaborate with COUNTY staff to obtain training in the utilization of Pharmaceutical Patient Assistance Programs. CONTRACTOR agrees to train staff in the utilization of Pharmaceutical Patient Assistance Programs. CONTRACTOR agrees it will assist uninsured clients who are eligible to participate in a Pharmaceutical Patient Assistance Program in applying for and utilizing medications made available through Pharmaceutical Patient Assistance Programs. CONTRACTOR agrees it will begin the process of identifying clients eligible to begin utilizing medications made

available through Pharmaceutical Patient Assistance Programs after the client has been stabilized on medications for three consecutive months. CONTRACTOR will assist identified clients in applying for the appropriate Pharmaceutical Patient Assistance Programs. CONTRACTOR agrees to meet with COUNTY on an ongoing basis to demonstrate their progress and performance in assisting clients in applying for and utilizing Pharmaceutical Patient Assistance Programs. The CONTRACTOR will be required to report to the COUNTY on a monthly basis the number of clients that it is assisting in applying for a Pharmaceutical Patient Assistance Program and the status of application. It is the expectation of the COUNTY that the CONTRACTOR demonstrate appropriate usage of both the County Paid Prescription and Pharmaceutical Patient Assistance Programs. CONTRACTOR is expected to demonstrate an increased usage, among their clients, of Pharmaceutical Patient Assistance Programs.

- b. To monitor CONTRACTOR's progress and performance in assisting ACT clients in applying for Pharmaceutical Patient Assistance Programs and Medi-Cal benefits, COUNTY has developed the attached tracking spreadsheet (Attachment "D"). The VCBH Pharmacist will enter patient names on the tracking sheet. It will be the responsibility of CONTRACTOR to enter information regarding applications for patient assistance medication and any other appropriate benefits applications. The tracking spreadsheet must be completed and submitted to COUNTY on a monthly basis by the first of each month and cover services provided during the month prior. The tracking spreadsheet must be submitted to both the VCBH Pharmacist (Eleonora Volf/ Eleonora.Volf@ventura.org) and VCBH Contracts Division (Maryza Seal/ Maryza.Seal@ventura.org).

III. Clozaril

- a. CONTRACTOR shall ensure that all FDA protocols for monitoring client's prescribed Clozaril are followed. CONTRACTOR shall maintain a policy to ensure compliance with all FDA protocols for monitoring client's prescribed Clozaril. (Attachment "A"). CONTRACTOR shall ensure that all lab work and medications prescribed are included as part of discharge planning.

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 **\$1,300,000**. 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), and Mental Health Services Act (MHSA) funding.
- 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 delays. 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 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 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 Exhibit "B-Attachment A." 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 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.

**EXHIBIT “B”
PROVIDER SERVICE RATES**

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

- A. In consideration of the services specified in EXHIBIT “A” PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR monthly, in arrears, only for approved SMHS services provided hereunder to Ventura County clients, referred by COUNTY, at the agreed upon rates specified below in Table 1: Provider Service Rates. Table 1 lists hourly and types of the services CONTRACTOR’s providers that are authorized to provide per this Agreement.

Table 1: Provider Hourly Service Rates		
Service Provider	Hourly Rate	Exhibit Maximum
LPHAs (MFT LCSW LPCC)/ Intern or Waivered LPHAs (MFT LCSW LPCC)	\$266.010	
Licensed Vocational Nurses	\$218.100	
Mental Health Rehab Specialist	\$200.140	
Nurse Practitioners	\$508.280	
Other Qualified Providers	\$200.140	
Peer Support Specialists	\$210.140	
Psychologist/ Pre-licensed Psychologist	\$395.000	
Total Program Cost		\$1,300,000