

**THIRD AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND ASC TREATMENT GROUP
(AKA ANNE SIPPI CLINICS LOS ANGELES)**

This “Third 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 **ASC TREATMENT GROUP (AKA ANNE SIPPI CLINICS LOS ANGELES)**, 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 \$1,040,602 Of this amount, \$764,000 shall be designated for the services specified in Exhibit “B” (PAYMENT TERMS), \$210,452 in 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. 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.
- VI. Except for the modifications described herein, all other terms and conditions of the Agreement, as previously amended, shall remain in effect.

- VII. This Third 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.
- VIII. The parties hereto agree that this Third 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 Third Amendment through their duly authorized representatives as of the last date written below.

ASC TREATMENT GROUP

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Federal Tax Identification #

ASC TREATMENT GROUP

BY

(authorized signature)

(print name and title)

Date

* If a corporation, this Third 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**

ASC TREATMENT GROUP (AKA ANNE SIPPI CLINICS LOS ANGELES)

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	ASC TREATMENT GROUP (AKA Anne Sippi Clinics Los Angeles)
Service Delivery Locations	2457 Endicott Street, Los Angeles, CA 90032
Hours of Operation	24/7

3. TARGET POPULATION

- A. CONTRACTOR shall provide services to the following populations:
- I. Services are provided for serious mentally ill Adult Team clients, and those clients being discharged from Hillmont Psychiatric Center or other locked Institutes for Mental Disease (IMD) facilities. Those clients currently being considered for admission to IMD facilities or as a diversion from an IMD facility will be given the highest priority.
 - II. Clients range in ages from 18 – 59 and must be ambulatory. The most common diagnosis will be Schizophrenia, Schizoaffective Disorder, and bipolar disorder.
 - III. Many clients will have substance abuse issues. Most will have a history of multiple hospitalizations and have had difficulty maintaining in the community. All must show a capacity and desire to be able to live in a less structured setting. The estimated length of stay is approximately one (1) year to two (2) years, unless special circumstances indicate that a longer length of stay would be clinically appropriate.
 - IV. CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and as specified in the program

description statement below:

- V. Adult Residential Care Facility with an Outpatient Program
- VI. Residential Care Facility licensed under Community Care Licensing and a Medi-Cal certified Outpatient Clinic.

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. 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 to function in the community, with the goal of being able to live in a less restrictive environment upon discharge from the program.
 - II. To reduce resident's use of acute and long-term care services.
 - III. Clients entering the program from locked facilities shall have a 75% decrease in subsequent locked facility use, as measured by a sequential 6-month and 12-month follow-up survey post-discharge.
 - IV. Clients entering the program from the community shall have a 50% reduction in their bed-day use of acute services, as measured by a sequential 6-month follow-up survey post-discharge.
 - V. Seventy-five (75%) percent of the clients leaving the program shall go to a less structured residential setting, as opposed to a more restrictive setting. This will be measured at discharge, and by a sequential 6-month follow-up survey.
- 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. Referrals to the program will come from Ventura County Behavioral Health's contract liaison or their designee. Notification of these referrals will be sent to the CONTRACTOR, who retains the right of refusal as long as they are able to provide clinically valid reason(s) and/or circumstances.
 - II. An interview process will occur where prospective residents will meet staff and other residents of the program. If hospitalized the interview may occur on the inpatient unit instead.
 - III. Services are provided for serious mentally ill Adult Team clients, and those clients being discharged from Hillmont Psychiatric Center or other locked

Institutes for Mental Disease (IMD) facilities. Those clients currently being considered for admission to IMD facilities or as a diversion from an IMD facility will be given the highest priority.

- IV. Clients range in ages from 18 – 59 and must be ambulatory. The most common diagnosis will be Schizophrenia, Schizoaffective Disorder, and bipolar disorder.
- V. Many clients will have substance abuse issues. Most will have a history of multiple hospitalizations and have had difficulty maintaining in the community. All must show a capacity and desire to be able to live in a less structured setting. The estimated length of stay is approximately one year to two years, unless special circumstances indicate that a longer length of stay would be clinically appropriate.
- VI. The closest and most frequent contacts will occur with the COUNTY ARS, who will be closely involved in the treatment process. The Ventura County Behavioral Health Continuum of Care Committee, in conjunction with ARS will act as gatekeeper and contract monitor. ARS will support the overall clinical and philosophical operation and linkages to other areas. It is recognized that the quality of these linkages is essential to the development of an effective program.

6. PROGRAM DESIGN

A. CONTRACTOR shall maintain programmatic services as described herein.

- I. The treatment planning process begins with the intake. At that time, the residential treatment team will negotiate discharge readiness criteria with the client, COUNTY's Adult Residential Services (ARS), and Public Guardian (if applicable). All parties will agree upon specific discharge readiness criteria.

Discharge readiness criteria will be behaviorally oriented, and as quantifiable as is possible. Treatment plans will be reviewed monthly; client involvement in the treatment planning process is essential.

Clients admitted to the CONTRACTOR's facility will evidence both serious mental illness and significant functional impairment. Clinical services to be provided will include, but not be limited to the following:

- a. Prescribing, administering, and monitoring of psychiatric medications.
- b. Daily training and support with skills related to activities of daily living (i.e., personal grooming/hygiene, transacting agreements, etc.).
- c. Daily rehabilitation groups teaching skills related to topics that include anger management, medication awareness, and impulse control.
- d. Individual psychotherapy as staff resources permit.
- e. The effectiveness of service delivery will be a function of the milieu's ability to be consistent in treatment approaches, and the ability of the program to individualize services. Most clients entering the program have had significant impairments that developed in their late teens or

early twenties. Acquisition of life skills has been severely impeded. In addition, these clients have developed dysfunctional behavioral responses that have resulted in their inability to function in a less structured community setting.

- f. The program will also address dysfunctional behaviors and skill acquisition. The success of any program addressing these areas is dependent upon how thorough the assessment process is. The program will provide structure seven days per week. Services that are planned will be:
 1. Crisis prevention
 2. Crisis intervention (as needed)
 3. Family counseling as indicated
 4. Pre-vocational and vocational services. These services will be closely linked to those provided by the adult teams.
 5. Direct skills training in individualized areas, including grooming and hygiene, money management, food preparation, medication management, symptom management, recreation and leisure skills, problem-solving and interpersonal skills.
 6. Substance abuse education and prevention, and addiction counseling in an individual and group counseling format.
 7. Client directed advocacy and the development of non-mental health support systems, i.e. residential council.
 8. Use of the residential milieu to enable client acquisition and testing of interpersonal skills.
 9. Community meetings will provide clients with information about such topics as Social Security benefits, Section 8 housing, HIV/AIDS, and safe sex information.

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. Discharge planning begins with the intake process. The development of discharge related criteria occurs prior to admission and is refined during the course of treatment. Resident involvement in this process is ongoing.

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. Contract adherence and treatment outcomes will be assessed on the following:
 - a. Report on the number/percentage of groups or other programming attended by clients; a summary attendance report (e.g., overall, 89% of VCBH clients attended more than twelve (12) hours a week); and a report of attendance by group (e.g., 10 groups offered weekly; 30% had attendance of six (6) or more VCBH clients, 50% had attendance of 3 or more, and 20% had attendance of less than 3).
 - b. Report on the number and percentage of discharges to a higher level of care (i.e., acute psychiatric hospitalization, locked placement, or mental health rehabilitation center).
 - c. Partner with the contract liaison or designee to access data to assess the number of psychiatric hospital days in the six (6) months prior to admission versus the psychiatric hospital days in the 6 months post discharge.
 - d. Report on the average length of stay overall, along with the number/percentage in excess of 24-months and any note of special circumstances.
 - e. Number of unusual occurrence reports submitted by month by site.
 - f. Report on the discharges, with reference to length of stay and indication if clinically indicated or court-ordered, level of care discharge to.
 - g. 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).

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 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.

- II. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate 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.

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. Insurance

CONTRACTOR shall screen all self-pay individuals enrolled in CONTRACTOR'S program to determine insurance needs and assist the COUNTY or Ventura County Public Guardian's Office in applying for Medi-Cal for each individual or direct the individual not eligible for Medi-Cal to the

Covered California website during the open enrollment period. Documented efforts will be sent to COUNTY on a quarterly basis, using a mutually agreed upon reporting process.

II. Housing Support

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.

EXHIBIT "B"
PAYMENT TERMS

ASC TREATMENT GROUP (LOS ANGELES)
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 **\$764,000**. 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 SD/MC FFP, Realignment and Tobacco Settlement.
- 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. 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 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.

**Attachment A of Exhibit “B”
PROVIDER SERVICE RATES**

**ASC TREATMENT GROUP (LOS ANGELES)
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 the hourly rates and types of services CONTRACTOR’s providers that are authorized to provide per this Agreement.

Table 1: Service Provider Hourly Rates		
Service Provider	Hourly Rate	Exhibit Maximum
Psychiatrist/ Contracted Psychiatrist	\$1,090.270	
Nurse Practitioner	\$542.170	
RN	\$442.860	
Certified Nurse Specialist	\$542.170	
LVN	\$232.640	
Licensed Psychiatric Technician	\$199.440	
Psychologist/ Pre-licensed Psychologist	\$438.470	
LPHA	\$283.740	
Mental Health Rehab Specialist	\$213.480	
Other Qualified Providers	\$213.480	
Total Program Cost		\$764,000

EXHIBIT "B-1"
PAYMENT TERMS
OUTREACH & ENGAGEMENT COMPONENT
ASC TREATMENT GROUP (LOS ANGELES)
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 **\$210,452.** The funding sources for this Agreement could include SD/MC FFP, Realignment and Tobacco Settlement.

- B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the rate table (see attached Exhibit "B" Rate Table). 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.

DAY RATE TABLE
ASC TREATMENT GROUP (LOS ANGELES)
July 1, 2023 through June 30, 2024

A.

Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
Jul-Dec 2023 Board & Care	1,824	\$94.918	\$173,130
Jan-Jun 2024 Board & Care	1,947	\$97.328	\$189,498
Less SSI			(\$152,176)
Total program costs			\$210,452

B. Budgetary Line-Item Adjustments

Budgetary line-item adjustments must be pre-approved by the COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. Upon approval from the COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.

C. Travel

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.