

**FIRST AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND TURNING POINT FOUNDATION**

This “First Amendment” to the Agreement for Adult Social Rehabilitation Services, which became effective July 1, 2023 (“Agreement”), 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 **TURNING POINT FOUNDATION** (Growing Works), hereinafter referred to as “CONTRACTOR”.

NOW, THEREFORE, the parties hereby agree that the Agreement, as amended, 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 **\$512,994**. CONTRACTOR shall be paid in accordance with Exhibit “B” (PAYMENT TERMS) and Exhibit “B-1” (PAYMENT TERMS).
- 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) of the Agreement 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) of the Agreement 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) and Exhibit “B-1” (BUDGET) of the agreement is added and attached hereto.
- VI. Except for the modifications described herein, all other terms and conditions of the Agreement, shall remain in effect.
- VII. This First Amendment may be executed in counterparts, each of which shall consist of an original, and all of which taken together shall constitute one and the same instrument.
- VIII. 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.

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

TURNING POINT FOUNDATION

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Federal Tax Identification #

TURNING POINT FOUNDATION

BY

(authorized signature)

(print name and title)

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 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**

TURNING POINT FOUNDATION (GROWING WORKS)

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. For clients under the age of 21, the CONTRACTOR shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)).
- 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	Turning Point (Growing Works)
Service Delivery Locations	1736 South Lewis Rd, Camarillo CA 93012
Hours of Operation	Monday-Friday 9am to 1pm

3. TARGET POPULATION

- A. CONTRACTOR shall provide services to the following populations:
 - I. Seriously mentally ill persons who are enrolled in the VCBH Department Adult Outpatient Services and who are experiencing moderate or severe difficulties in functioning in at least one major life domain. Psychiatric rehabilitation services are provided as an adjunct to existing VCBH services and are specifically aimed to provide referred clients with increasing their skills and abilities in daily living skills, social skills, communication skills, self-care, household skills and budgeting skills. Priority will be given to clients who are transitioning from a higher level of care to a lower level of care or who are in danger of moving to a higher level of care due to specific skill deficits. COUNTY remains the coordinator of all mental health services provided to the client and ensures collaboration with CONTRACTOR’s 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. CONTRACTOR shall provide psychiatric rehabilitation-oriented services to Ventura County Behavioral Health (VCBH) enrolled clients who have been authorized and referred by the COUNTY to the CONTRACTOR. The primary focus of the services provided by CONTRACTOR is on helping individuals develop skills and access resources needed to increase their capacity to be successful and satisfied in the living, working, and social environments.
 - II. CONTRACTOR will utilize a Recovery Model approach and develop a recovery plan for each client that encourages client's rehabilitation progress towards more structured community involvement in such things as: training, volunteer work or employment. CONTRACTOR will introduce and encourage the utilization of the Adult Wellness Center as part of the continuum of recovery services available to the clients. CONTRACTOR will identify fifty (50) VCBH clients to participate with the goal of enrolling twenty-five (25) adult clients in the program from varying ethnic/racial groups who are representative of the demographics of the community to be served.
- 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.

6. PROGRAM DESIGN

- A. CONTRACTOR shall maintain programmatic services as described herein.
- I. Utilizing established recovery principles, CONTRACTOR shall recruit for and hire one project manager, two (2) case managers and a horticultural therapist to work with clients in coordination with VCBH clinicians and CSUCI. The Project Manager, Case Managers and Project Coordinator shall facilitate the job support training and placement which shall include on the job training, Wellness Recovery Action Plan (WRAP) for the workplace, and job readiness skills. The Horticultural Therapist shall provide supervision and support to the Growing Works participants. The Program Manager shall provide leadership and program oversight, including curriculum decision-making, opening, and closing group sessions, and supervising all personnel.
 - II. CONTRACTOR shall develop and maintain a countywide network of collaborative community agencies that will assist members of Growing Works in developing linkages and accessing resources that will help to achieve their

job readiness goals. This will include other Turning Point Foundation programs: supported housing programs, peer programs and veterans. This may include linkage to mental health services, primary healthcare services, employment or volunteer opportunities and stable housing.

- III. CONTRACTOR shall engage consumers as they progress in their recovery and shall play an active role in collaboration with their existing mental health provider(s) to support their job readiness goals.
- IV. CONTRACTOR shall operate a program based on the attached logic model chart, which is hereby incorporated herein by reference, and shall abide by the measurement and reporting outputs and outcomes included in the logic model chart.
- V. CONTRACTOR shall provide consumer assessments as they complete phases. The first phase (includes curriculum for job readiness) is approximately eight (8) weeks, second phase (on-the-job work experience) is approximately 8 weeks, and third phase (supportive employment) will be variable, with the total program not to exceed twenty-four (24) months. Completion timeframes are dependent upon consumer capability, commitment, and availability.
- VI. CONTRACTOR shall determine and define enrollment status with respect to level of participation, including exit criteria.

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.

8. PROGRAM OR SERVICE SPECIFIC AUTHORIZATION REQUIREMENTS

- A. CONTRACTOR shall report to COUNTY any major or unusual incidents that occur at the program or with members engaged in the program. CONTRACTOR shall complete COUNTY required incident report forms for completion on a timely and required basis. In the event of the filing of an unusual incident report, the CONTRACTOR shall follow-up on the report and inform COUNTY, in writing, of the follow-up status of the incident according to timelines designated by COUNTY.
- B. CONTRACTOR's primary staff funded by this Agreement must attend mandatory VCBH CONTRACTOR meetings as determined by the COUNTY.
- C. All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the

COUNTY.

- D. CONTRACTOR shall submit a quarterly schedule of all events that are funded by this Agreement to the COUNTY VCBH Operational Manager in writing no later than fourteen (14) days prior to the beginning of the quarter.

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. CONTRACTOR shall maintain a daily program census of ten (10) consumers actively enrolled and participating in program activities.
 - b. CONTRACTOR shall maintain a daily enrollment of twenty-five (25) consumers.
 - c. CONTRACTOR and COUNTY shall agree on data collection and reporting requirements, and frequency.

10. REPORTING AND EVALUATION REQUIREMENTS

- A. CONTRACTOR shall complete all reporting and evaluation activities as required by the COUNTY and described herein.
 - I. Per State regulations, the CONTRACTOR shall be responsible for entering and submitting all data into a database provided by COUNTY by the 10th day of the month following the end of each month. All data forms, including surveys and intake forms, will be submitted to the VCBH Operational Manager as instructed. Failure to comply with on-time data entry and/or delivery shall result in a delay of payment. Exception: Programs submitting quarterly data, as agreed upon with the VCBH Operational Manager, shall be submitted on April 10th, July 10th, October 10th, and January 10th.

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 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
 - a. CONTRACTOR's primary staff funded by this Agreement must attend semiannual CONTRACTOR program monitoring meetings with the VCBH Operational Manager and Contracts Division. Additional meetings may include monthly or quarterly meetings, as deemed appropriate by the VCBH Operational Manager and/or Contracts Division.

Logic Model				
Statement of Program Goal: Identify 50 VCBH clients a year to participate in the Growing Works mental wellness and job readiness program with a focus in WRAP, horticultural therapy and nursery operations. The goal is 25 VCBH clients will be enrolled in the program. Graduates will have successful completed all three phases of the program. The ultimate goal is to assist participants in maintaining their mental wellness and recovery and to prepare them for employment both inside or outside of Growing Works.				
Resources	Activities	Outputs	Outcomes	Impact
<p>Growing Works Staff and Outside Professional Support:</p> <ul style="list-style-type: none"> Horticultural therapist Program Director 1 Program Manager 1 Program Lead 8 Growing Works Peers 1 Growing Works Nursery Manager 2 Assistant Nursey Managers VCBH Case Mangers/Clinicians <p>Recruitment of Participants:</p> <ul style="list-style-type: none"> Referrals by VCBH clinicians for VCBH clients program participants Outreach by Growing Works staff to identify participants <p>Target Population & Census:</p> <ul style="list-style-type: none"> 50 VCBH clients to participate in the job readiness and training program and 25 VCBH clients to be enrolled in the program. 8 supportive employment positions at Growing Works. <p>Transportation: Provided by Turning Point to and from Growing Works because of the remote location and lack of available transportation.</p> <p>Program Components:</p> <ul style="list-style-type: none"> Job training/ readiness curriculum On the job training in horticulture and nursery operations Peer employment 	<p>VCBH clients will work alongside the Growing Works program manager, lead program manager and 8 Growing Works Peers in coordination with VCBH case managers/clinicians to support a mental wellness environment that includes horticultural therapy, WRAP, recovery groups, job training, job readiness and work experience.</p> <p>Provide a nursery/horticulture job readiness training program for VCBH clients.</p> <ul style="list-style-type: none"> Phases 1: WRAP and 36 hours of structured participation in the Growing Works nursery operations. Phase 2: 36 hours of job readiness groups and structured participation at the Growing Works nursery. Phase 3: 36 hours of supported employment at Growing Works (earn a stipend) Phase 4: Graduation with ability to obtain employment potentially as a Growing Works Peer (length of time to achieve graduation will vary by individual). <p>All Phases will Include Mental Wellness and Recovery:</p> <ul style="list-style-type: none"> One-on-one staff engagement with participants WRAP and other recovery groups facilitated by staff On the job work assignments supervised by staff Groups with horticultural therapist to support participants in wellness and recovery. Job skills and readiness training including assistance with creating resumes, completing job applications, 	<p>Assessments are a tool to measure individual participants' progress and overall program effectiveness.</p> <p>After completion of each phase participants will be evaluated in their individual progress toward job readiness and placement.</p> <ul style="list-style-type: none"> 50 Self and Staff Assessments Participation hours for each phase Group attendance Work productivity 	<p>Outcomes:</p> <ul style="list-style-type: none"> 50 VCBH clients will participate in the Growing Works job training program through completing at least one unit of participation (equivalent to one activity). 25 will be enrolled in the program. Successful completion of all three program phases to prepare participants to obtain Growing Works Peer Position or outside employment. <p>Length of time to complete each phase will vary by participant and participants will be able to enter the program at any time during the contract year.</p>	<p>Prepare participants to enter the workforce including Growing Works with relevant skills in horticulture, nursery operations and transferable skills.</p> <p>Readiness Includes: Stability of Mental Wellness Computer Literacy Resume Development Job Search Process Job Application Procedures Interview Skills Professional Conduct Practical Job Skills Basic Job Requirements</p> <p>The highest goal is to assist participants in maintaining their mental wellness and recovery and continue being contributing members of the community.</p>

EXHIBIT "B"
PAYMENT TERMS

TURNING POINT FOUNDATION
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 **\$385,000**. 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 and Realignment
- 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 to EXHIBIT “B”
PROVIDER SERVICE RATES**

**TURNING POINT (GROWING WORKS)
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: Provider Hourly Service Rates		
Practitioner Type	Per Hour Rate	Contract Amount/Projected Costs
LPHAs (MFT LCSW LPCC)/ Intern or Waivered LPHAs (MFT LCSW LPCC)	\$266.01	
Mental Health Rehab Specialists	\$200.14	
Other Qualified Practitioners	\$200.14	
Peer Support Specialists	\$210.14	
Total Contract		\$ 385,000

EXHIBIT "B-1"
PAYMENT TERMS

TURNING POINT FOUNDATION
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 \$127,994. The funding sources for this Agreement could include Realignment.

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 the 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”

**BUDGET
TURNING POINT FOUNDATION
July 1, 2023 through June 30, 2024**

Expenditures	
<u>Direct Salaries & Benefits:</u>	
Salary - Regular	\$ 76,347
Benefits	\$ 15,753
Total Direct Salaries & Benefits	\$ 92,101
<u>Direct Services and Supplies:</u>	
Supplies/ Small Equipment	\$ 5,883
Communications	\$ 1,118
Membership Dues	\$ 20
Transportation & Travel	\$ 4,495
Professional Services	\$ 4,008
Rent-Equipment	\$ 957
Maintenance-Equipment	\$ 33
Training	\$ 221
Insurance	\$ 1,745
Other: Job Ads, EE appreciation, community integration, permits & licensing fees	\$ 719
Total Direct Services & Supplies	\$ 19,198
Total Direct Expenditures	\$ 111,299
<u>Indirect Expenditures:</u>	
Other Indirect Expenditures:	\$ 16,695
Total Indirect Expenditures	\$ 16,695
Total Expenditures	\$ 127,994