

**SECOND AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND GOLDEN HILLMONT HOUSE MHRC, LLC**

This "Second 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 **GOLDEN HILLMONT HOUSE MHRC, LLC**, 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 **\$2,326,764**. CONTRACTOR shall be paid in accordance with Exhibit "B" (PAYMENT TERMS) and "B-1" (PAYMENT TERMS: OUTREACH & ENGAGEMENT COMPONENT).
- 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) of the Agreement is deleted and replaced with the new Exhibit "B-1" (PAYMENT TERMS) of the Agreement 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 Second 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 Second 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 Second Amendment through their duly authorized representatives as of the last date written below.

GOLDEN HILLMONT HOUSE MHRC, LLC

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Federal Tax Identification #

GOLDEN HILLMONT HOUSE MHRC, LLC

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.

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**

GOLDEN HILLMONT HOUSE MHRC, LLC

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 twenty-one (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	Golden Hillmont House MHRC, LLC
Service Delivery Locations	Mental Health Rehabilitation Services (MHRC) 1750 S. Lewis Road, Camarillo, CA
Hours of Operation	24/7

3. TARGET POPULATION

- A. CONTRACTOR shall provide services to the following populations:
- I. CONTRACTOR shall operate an MHRC that will provide 24-hour intensive support and rehabilitation services to clients eighteen (18) years and older with a severe and persistent mental illness who are stepping down from a locked Mental Health facility or who are in danger of being placed in a locked facility. The goal of the MHRC is to assist these clients in developing skills to become self-sufficient and capable of increasing their levels of independent functioning.
- II. CONTRACTOR will be responsible for compliance with licensing requirements and the organization, management, operation, and control of the MHRC as per California Code of Regulations, Title 9 Article 22. Chapter 3.5.

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.
 - a. Objectives
 1. Eighty-five percent (85%) of all clients at discharge are voluntarily compliant with all prescribed medications.
 2. Clients entering the program from locked facilities shall have a sixty percent (60%) decrease in subsequent locked facility use, as measured by a sequential six (6) month and twelve (12) month follow-up survey post-discharge.
 3. Clients entering the program from the community shall have a fifty percent (50%) reduction in their bed-day use of acute services, as measured by a sequential six (6) month follow-up survey post-discharge.
 4. Seventy-five percent (75%) 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 six (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. CONTRACTOR in collaboration with VCBH (or its designee) will screen all referrals to the program through the weekly VCBH Continuum of Care meeting. At the VCBH Continuum of Care meeting the goal will be to verify that clients referred to the facility meet criteria according to Title 9, Section 784.26 as seriously and persistently mentally disabled who would otherwise be placed in a locked facility or similar mental health facility and for whom this setting is the least restrictive alternative available to meet their need. CONTRACTOR and COUNTY will reassess each client at least every four (4) months to determine the need for continued placement of the client at the center. Client may remain at the Center up to eighteen (18) months. CONTRACTOR will strive to achieve a "no refusal" goal for admissions.

6. PROGRAM DESIGN

A. CONTRACTOR shall maintain programmatic services as described herein.

- I. Services provided by the CONTRACTOR shall include, but are not limited to assessment, evaluation, plan development, individual/group/family counseling, case management, crisis intervention, collateral services, and rehabilitation services. CONTRACTOR shall provide a rehabilitation and activity program aimed at improving client's adaptive functioning to enable them to move to a less restrictive environment. CONTRACTOR will provide services that meet the minimum standards stipulated by Title 9 section 786.10. which states structured day and evening services shall consist of, at minimum, an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week per client and be available seven (7) days weekly. Services may be provided at the CONTRACTOR'S site or in the community. In addition:
- II. CONTRACTOR will provide co-occurring capable personnel to provide groups focused on issues of dual diagnosis recovery. CONTRACTOR will take a unified approach in addressing co-occurring mental illness and substance abuse issues by treating individuals in a holistic manner using a single recovery process. Groups specific to the concerns of clients with issues of substance abuse/dependence will be conducted. Additionally, individual therapy will encourage frank and open conversation about such challenges.
- III. Clients admitted to the MHRC will receive an initial written psychosocial assessment within fifteen (15) days of admission unless a similar assessment has been done by the previous placement facility within thirty (30) days prior to the admission to the MHRC. A comprehensive mental evaluation shall be completed within thirty (30) days of the client's admission to the facility and must be signed by a licensed mental health professional.
- IV. CONTRACTOR shall provide services to clients that center around their treatment plan/Plan of Care. CONTRACTOR will ensure that all Mental Health Rehabilitation services will be provided under and authorized on the client's treatment plan/Plan of Care. The treatment plan/Plan of Care must be authorized by a Physician, Licensed Psychologist, Licensed Clinical Social Worker, or Licensed Marriage and Family Therapist. Additionally, the program must emphasize client participation in individual treatment planning and the client must sign the treatment plan, unless there is a medical or psychological rationale provided as to why the client could not sign. In the case where no client signature is obtained, the CONTRACTOR must provide written indication of what steps are being taken to obtain the client's signature. CONTRACTOR shall provide all clients in the program with a copy of their treatment. The treatment plan shall be reviewed with the client and family members present at least quarterly and updated as needed.
- V. CONTRACTOR, with consumer's knowledge and consent, will invite families to participate as integral members of the treatment team. To ensure success of family involvement, CONTRACTOR will provide clear directions to all staff to proactively involve family members and view them as a key part of the treatment team.

7. DISCHARGE CRITERIA AND PROCESS

- A. The CONTRACTOR will engage in discharge planning beginning at intake for each client served under this agreement. Discharge planning will include regular reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.
- B. When possible, discharge will include treatment at a lower level of care or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.
 - I. CONTRACTOR will develop criteria as approved by COUNTY for discharge and coordinate discharge planning services with COUNTY. CONTRACTOR will notify COUNTY no later than sixty (60) days prior to a planned discharge, of discharge plan. If discharge plan includes a referral back to COUNTY services, COUNTY will assign a COUNTY staff, through the Continuum of Care Committee, to assist with coordination of discharge and linkage of client back to COUNTY outpatient mental health clinic services.
 - II. CONTRACTOR agrees lack of engagement with a client will not provide the basis for discharge from the program. If a client becomes disengaged, or is not benefiting from the treatment provided, CONTRACTOR will consult with the treatment team and develop a plan for re-engaging the client. Should a client habitually and willfully violate House rules and/or agreements, CONTRACTOR will initiate a treatment meeting with COUNTY treatment staff, client, and client's identified support system present, to discuss client's continued placement at the facility. In the event that the outcome of the meeting results in a thirty (30) day notice, CONTRACTOR will complete all necessary placement documents within five (5) business days and forward these to the COUNTY treatment team to facilitate alternative placement for the client.
 - III. In the event a client causes physical harm to another client(s), themselves, or staff, and/or significant property damage, CONTRACTOR, in consultation with COUNTY, will use all available information to determine the reason or motivation for the behavior in developing an appropriate response. In instances when the client appears to be experiencing a change of mental status and meets criteria for involuntary hospitalization, CONTRACTOR will facilitate the placement at a higher level of care and be prepared to accept the client back once psychiatrically stable again. In other instances when there is a lack of evidence that a change of mental status is the cause of the injurious and/or destructive behavior, CONTRACTOR may discharge the client in an effort to maintain licensing standards and ensure the safety of the other residents. The CONTRACTOR will inform the COUNTY immediately when a determination for immediate discharge is made to allow the COUNTY opportunity to secure alternative placement resources for the client.

8. PROGRAM OR SERVICE SPECIFIC AUTHORIZATION REQUIREMENTS

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

authorized, admission to the program will be coordinated by the CONTRACTOR and COUNTY.

9. CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

- A. CONTRACTOR shall comply with all requests regarding local, State, and Federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.
- B. CONTRACTOR shall work collaboratively with COUNTY to develop process benchmarks and monitor progress in the following areas:
 - I. CONTRACTOR shall 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. The 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. CONTRACTOR shall complete the CA State Department of Mental Health Adult Performance Outcome System Performance Outcome Survey. CONTRACTOR shall submit these surveys to the COUNTY within the timeframe established by the CA State Department of Mental Health. 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.
 - III. 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). The CONTRACTOR will provide the following information in the quarterly report:
 - a. Number of clients admitted and previous placement.
 - b. 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.
 - c. Average number of documented rehabilitation hours per client/per month and report on the number/percentage of groups or other rehabilitation activities in a summary attendance report (e.g., overall, 89% of VCBH clients attended more than twelve (12) hours a week).
 - d. Average number of activity hours per client/per month and a summary of clients overall monthly activity participation rate (e.g., overall, 89% of clients attended at least eight (8) activities per week).
 - e. Number of unusual occurrences reports.

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 also provide services under this Agreement in accordance with all applicable laws and regulations.
 - II. CONTRACTOR shall adhere to the documentation and billing standards as stipulated by Title 9 Chapter 11 of the California Code of Regulations as well as any additional requirements and stipulations by the COUNTY.
 - III. The CONTRACTOR will have in place written procedures for notifying COUNTY (and Public Guardian when appropriate) of any unusual occurrences or adverse events, including, but not limited to epidemic outbreaks, poisoning, fire, major accidents, deaths, physical altercations, physical injuries, AWOLs, and significant property damage and other occurrences which threaten the welfare, safety and/or health of clients, staff, or visitors. Such notification should be faxed/scanned to COUNTY within 24-hours of the incident.
 - IV. CONTRACTOR will regularly attend the Adult Housing Sub Committee of the Mental Health Board and will present program outcomes to the committee as requested.
 - V. 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.
 - VI. CONTRACTOR agrees to use and comply with all forms and measuring tools referenced above and any others as directed by COUNTY.
 - VII. CONTRACTOR shall screen all self-pay individuals enrolled in CONTRACTOR'S program to determine insurance needs and assist each individual in applying for Medi-Cal 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.
 - VIII. 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 seven (7) days.
 - IX. CONTRACTOR shall ensure that all FDA protocols for monitoring client's prescribed Clozaril are followed. CONTRACTOR to maintain a policy to ensure FDA protocols for monitoring client's prescribed Clozaril are followed. CONTRACTOR shall ensure that all lab work and medications prescribed are included as part of discharge planning.

11. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

- A. COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.
- B. COUNTY will provide the CONTRACTOR with all applicable standards for the delivery and accurate documentation of services.
- C. COUNTY will make ongoing technical assistance available in the form of direct consultation to CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In doing so, COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this Agreement.
- D. Any requests for technical assistance by the CONTRACTOR regarding any part of this agreement shall be directed to the COUNTY's designated contract monitor.
- E. CONTRACTOR shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first thirty (30) days of their first day of work. CONTRACTOR shall require all covered individuals to attend, at minimum, one (1) compliance training annually.
 - I. This training shall be conducted by the COUNTY, at COUNTY's discretion, by CONTRACTOR staff, or both, and may address any standards contained in this agreement.
 - II. Covered individuals who are subject to this training are any CONTRACTOR staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting client care or medical items or services.
- F. Additional Requirements
 - I. With CONTRACTOR shall employ a director to organize and manage the day-to-day functioning of the center. The director will be a licensed Mental Health Practitioner with a minimum of two (2) years post-licensure experience with clients with a serious and persistent mental illness. Program staff shall have a high school diploma and a minimum of two (2) years' experience serving individuals with severe and persistent mental illness. CONTRACTOR will also utilize persons who have been consumers of mental health services and who can serve as peer counselors in the program.
 - II. CONTRACTOR will maintain staffing ratios and qualifications consistent with Title 9, section 784 and maintain a clear audit trail of the number and identity of the staff who provide treatment services at the Mental Health Rehabilitation Center. CONTRACTOR will also endeavor to recruit and maintain an adequate number of bilingual staff so as to be able to provide clinical services in the client's (client's family) primary language. CONTRACTOR may employ or contract with any third party in the provisioning of services, with the understanding that such person(s)

will be entirely and exclusively under the direction, supervision, and control of the CONTRACTOR.

EXHIBIT "B"
PAYMENT TERMS

GOLDEN HILLMONT HOUSE MHRC, LLC.
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 **\$1,618,296**. 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. The COUNTY is entitled to recover, and CONTRACTOR shall remit any amount overpaid to CONTRACTOR within forty-five (45) days of any COUNTY completed reconciliation. The COUNTY will remit any additional payments required to the CONTRACTOR upon any COUNTY completed reconciliation.

All invoices submitted shall clearly reflect all required information regarding the services for which invoices are made, in the form and content specified by COUNTY. CONTRACTOR shall submit delivered units of service with appropriate documentation, along with the invoice for reimbursement. No service that has been or will be reimbursed by any other revenue source can be invoiced by the CONTRACTOR. Invoices for reimbursement shall be completed by the CONTRACTOR, and dated, and forwarded to the COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late invoices will also result in payment delays. The CONTRACTOR 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 in arrears the submission of approved invoices to COUNTY. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the COUNTY's Billing and Transactional Database System multiplied by the service rates in Attachment A to Exhibit "B." COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all reconciliation activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 62, Audit of Services, Subsections D and E. All payments shall be subject to audit and reconciliation. COUNTY agrees to pay CONTRACTOR for approved services rendered, less any services that are disallowed for any reason by the COUNTY Quality Assurance Division. CONTRACTOR shall be liable for any expenses incurred by CONTRACTOR in excess of the contract maximum. In no event shall the maximum amount payable hereunder exceed the maximum contract amount under this Agreement, as specified in Exhibit "B," Section A.
- F. CONTRACTOR has submitted to COUNTY for its review and consideration a budget that contains estimated staffing which is applicable under this Agreement. COUNTY will use this information as an ongoing monitoring guide and will also include in COUNTY monitoring the measure of productivity, service level expectation, and the ability to achieve outcomes as specified in this Agreement.
- G. **SD/MC reimbursement provision:** For Medi-Cal eligible services COUNTY acknowledges its responsibility to pay CONTRACTOR with respect to services provided to Medi-Cal beneficiaries under this Agreement, CONTRACTOR shall comply with Medi-Cal State Plan and Medi-Cal SMHS Waiver requirements. The Short-Doyle/Medi-Cal reimbursement is composed of FFP and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing Short-Doyle/Medi-Cal funding as applicable. CONTRACTOR must accept as payment in full the amounts paid by COUNTY in accordance with this Agreement. CONTRACTOR may not demand any additional payment from DHCS, client, or other third-party payers.
- H. CONTRACTOR may not redirect or transfer funds from one funded program to another funded program under which CONTRACTOR provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
- I. CONTRACTOR may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

- J. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by DIRECTOR or his or her designee prior to performance thereof.
- K. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any SMHS or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (CCR, tit 9 Section 1810.365(a)).
- L. CONTRACTOR shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.
- M. CONTRACTOR or subcontractor of CONTRACTOR shall not hold beneficiaries liable for debts in the event that the COUNTY becomes insolvent; for costs of covered services for which the State does not pay the COUNTY; for costs of covered services for which the State or the COUNTY does not pay the COUNTY's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the COUNTY; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 CFR 438.106 and Cal Code Regs Title 9 1810.365(c).
- N. CONTRACTOR agrees to hold harmless both the State of California and beneficiaries in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR pursuant to this Agreement.
- O. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or State or Federal funding sources that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by COUNTY or State or Federal funding sources for the term of the Agreement. If the Federal or State governments reduce financial participation in the Medi-Cal program, COUNTY agrees to meet with CONTRACTOR to discuss renegotiating the services required by this Agreement.
- P. COUNTY will not remit payment for services to any entity or financial institution that is located outside of the United States of America. CONTRACTOR certifies, by executing this Agreement, that it and its subcontractors are located (and, where CONTRACTOR and/or its subcontractors are corporations, incorporated) in the United States of America.
- Q. COUNTY will not remit payment for services furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the State Department of Health Care Services or COUNTY failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. section 1396b(i)(2)).
- R. In accordance with 42 C.F.R. 438.608(a)(8) and 42 C.F.R. part 455.23, in cases where there is a credible allegation of fraud for which an investigation is pending under the Medicaid

program against CONTRACTOR or their network provider, COUNTY shall suspend all payments to CONTRACTOR, unless there is good cause not to suspend payments or to suspend payment only in part.

- S. COUNTY will not remit payment for any item or service furnished under this Agreement: (1) by CONTRACTOR or any individual or entity during any period when CONTRACTOR, the individual, or entity is excluded from participation under the Social Security Act, sections 1128, 1128A, 1156 or 1842(j)(2), (2) that is provided by any individual, entity, at the medical direction or on the prescription of a physician, during the period when the individual, entity, or physician is excluded from participation under titles V, XVIII, or XX or pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such items or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person), (3) if the State has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual, entity, or physician, unless the State determines there is good cause not suspend such payments, or (4) in respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.
- T. In the event that CONTRACTOR fails to comply with any provision of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by County, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- U. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "I" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.
- V. Notwithstanding any other provision of this Agreement, SD/MC services provided hereunder by CONTRACTOR, shall comply with and be compensated in accordance with all applicable Federal, State, and COUNTY laws, regulations, requirements, and any amendments or changes thereto, including but not limited to, DHCS SD/MC, Medi-Cal SMHS title 9, Chapter 11, DMH Cost Reporting Data Collection Manual, title 19 of the Social Security Act, title 22 of the California Code of Regulations, Section 51516, and policy letters issued by the DMH-DHCS, Program regulations and requirements as specified by DMH-DHCS. It is understood that such services will subsequently be billed by COUNTY for SD/MC FFP.
- W. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for SD/MC FFP reimbursement shall be reported to COUNTY in accordance with COUNTY reporting timelines, instructions, and formats. COUNTY in its sole discretion may withhold payment to CONTRACTOR if CONTRACTOR does not comply with such reporting timelines, instructions, and formats as required by COUNTY. COUNTY shall be responsible for billing the appropriate entity for reimbursement of the SD/MC services provided and reported by CONTRACTOR to COUNTY.
- X. CONTRACTOR understands and agrees that all SD/MC FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to COUNTY.

- Y. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed SD/MC services provided hereunder, which are the result of CONTRACTOR's sole negligence in providing SD/MC services under this Agreement. CONTRACTOR shall be required to fully reimburse COUNTY for any payment by COUNTY to CONTRACTOR that is subsequently disallowed through Federal, State, county or any other entity audit(s) or review(s) including any services that are disallowed for any reason by the VCBH Quality Assurance Division.
- Z. Claims deemed unallowable shall be subject to recoupment or recovery by 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**

**GOLDEN HILLMONT HOUSE MHRC, LLC
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 Services Rates			
Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
24-Hour Residential Services	5,300	\$305.339	\$1,618,296
Total Residential Services			\$1,618,296

EXHIBIT "B-1"

PAYMENT TERMS OUTREACH & ENGAGEMENT COMPONENT GOLDEN HILLMONT HOUSE MHRC, LLC.

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," for the service period of July 1, 2023 through June 30, 2024, shall not exceed **\$708,468.** The funding sources for this Agreement could include SD/MC FFP and Realignment.

- 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.

EXHIBIT “B-1”
GOLDEN HILLMONT HOUSE MHRC, LLC
July 1, 2023 through June 30, 2024

A.

Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
Board & Care - Casa B	5,300	\$152.541	\$808,468
Projected SSI			(\$100,000)
Total Board & Care			\$708,468

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.