

**(INSERT AMENDMENT #) AMENDMENT TO THE ORGANIZATIONAL PROVIDER
AGREEMENT BETWEEN THE COUNTY OF VENTURA AND (INSERT PROVIDER LEGAL
ENTITY NAME)**

This “insert amendment #” to the Agreement for Medi-Cal Specialty Mental Health Services, which became effective July 1, 2023, is made and entered into by and between the County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as “COUNTY”, and (insert provider legal entity name), hereinafter referred to as “CONTRACTOR”.

NOW, THEREFORE, the parties hereby agree that the Agreement, is amended 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 \$x. CONTRACTOR shall be paid in accordance with Exhibit “B” (Payment Terms), Exhibit “B-1” (Payment Terms) and Exhibit “L” (Incentive Plan Program Description and Payment Terms).

- II. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Section 93 (Extent of Contractual Documents), shall be revised as follows:

93. EXTENT OF CONTRACTUAL DOCUMENTS. This Agreement shall consist of this basic document and Exhibits “A,” “B,” “B-1,” “C,” “D,” “E,” “F,” “G,” “H,” “I,” “J,” “K,” “L” and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement, and constitutes the entire agreement between the parties regarding the subject matter described herein.

Exhibit A: Program Description

Exhibit B: Payment Terms

Exhibit B-1: Payment Terms

Exhibit C: Debarment and Suspension Certification

Exhibit D: HCA Code of Conduct

Exhibit E: Quality Management Program

Exhibit F: Business Associate Agreement

Exhibit G: Good Neighbor Policy

Exhibit H: Utilization Review and Contractor's Invoice Procedure

Exhibit I: Certification of Claims

Exhibit J: Lobbying Restrictions and Disclosure Certification

Exhibit K: Notification of Federal Funding (remove if not applicable)

Exhibit L: Incentive Plan Program Description and Payment Terms

- III. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Exhibit L (Incentive Plan Program Description and Payment Terms) is added to the Agreement, attached hereto.
- IV. Except for the modifications described here, all other terms and conditions of the Agreement, shall remain in effect.
- V. This (insert amendment #) Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

VI. The parties hereto agree that this (insert amendment #) 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 (insert amendment #) Amendment through their duly authorized representatives as of the last date written below.

**(INSERT PROVIDER LEGAL ENTITY
NAME)**

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Federal Tax Identification #

**(INSERT PROVIDER LEGAL ENTITY
NAME)**

BY

(authorized signature)

(print name and title)

Date

* If a corporation, this (insert amendment #) 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 "L"

MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES PROVIDER INCENTIVE PLAN PROGRAM DESCRIPTION AND PAYMENT TERMS

I. PROGRAM DESCRIPTION

A. Program Overview

California Advancing and Innovating Medi-Cal (CalAIM) is a long-term commitment to transform and strengthen Medi-Cal by reducing complexity across the Medi-Cal delivery systems for behavioral health services, among other reforms. In addition to CalAIM, VCBH has participated in CalMHSA's initiative to implement a semi-statewide electronic health record (EHR) to streamline and expand the way data is collected and managed through current county EHR systems.

To provide support through the CalAIM transition, the Medi-Cal Specialty Mental Health Services (SMHS) Provider Incentive Plan provides an avenue for obtaining and demonstrating greater proficiency in the new payment reform model including documentation details required in the SmartCare system and other state initiatives such as Network Adequacy and the Medi-Cal Certified Peer Support Specialist Program. The four (4) categories below in Table 1. Incentive Categories and Deliverables are the key areas of focus under VCBH's Medi-Cal SMHS Provider Incentive Plan structure. CONTRACTOR may elect to participate in any one or all four (4) of the incentive categories, and payment will be made to CONTRACTOR up to the amounts specified, after the specified incentive deliverable is achieved and confirmed by COUNTY.

CONTRACTOR will be paid all designated Medi-Cal SMHS Provider Incentive Plan funds if the deliverables outlined below are completed and completion is confirmed by the County. If CONTRACTOR has multiple contracts with COUNTY, organizational wide incentives will have their funding equally pro-rated across the various contracts. Pro-rated organizational wide incentives will only be paid upon achievement of the overall organizational incentive deliverable.

B. Reporting on Deliverables

CONTRACTOR must submit the identified incentive category deliverables and achievement report on the provided reporting template and related deliverables by the reporting period due date. CONTRACTOR can choose to participate in any or all four (4) of the incentive categories. VCBH will provide CONTRACTOR with a reporting template and instructions.

The reporting period spans from **February 29, 2023** through **May 10, 2024**. Deliverables may be completed prior. CONTRACTOR's Medi-Cal SMHS Provider Incentive Plan Reports must be submitted to vcbhadminservices@ventura.org no later than **5 p.m. on May 10, 2024**.

C. Evaluation Review

COUNTY will evaluate and approve each submitted report on a "**Pass/No Pass**" basis. COUNTY will evaluate the responses to each incentive category and determine if the submitted deliverables demonstrate that the CONTRACTOR has met each deliverable.

COUNTY may request CONTRACTOR to address **clarifying questions** during the review process. CONTRACTOR must submit a response within **one week** of VCBH's request to remain

eligible for the incentive funding. If a response to an incentive category **fails to meet criteria**, the CONTRACTOR will have an opportunity to **revise** the response(s) or deliverable based on COUNTY's feedback and/or requested revisions. Upon receiving initial feedback for revisions from COUNTY, CONTRACTOR will have **two weeks** to complete and resubmit the revisions to COUNTY. If it is determined that the CONTRACTOR has met criteria, the payment date will be adjusted accordingly.

II. PAYMENT TERMS

A. Payment

In consideration completion of deliverables specified in this EXHIBIT "L" MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES INCENTIVE PLAN PROGRAM DESCRIPTION AND PAYMENT TERMS, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR a maximum amount of **\$xxx,xxx.**

B. Approval of Incentive Category Deliverables and Invoice Submittal

1. Medi-Cal SMHS Provider Incentive Plan payments are contingent upon CONTRACTOR's timely submission of and completion of deliverables listed below in Table 1, and confirmation of completion by COUNTY. If COUNTY determines, in its sole discretion, that any submitted deliverable is incomplete, the CONTRACTOR will not receive payment for the incomplete deliverable(s), but will receive payment for any other deliverable(s) that are deemed complete.
2. COUNTY will provide written approval of CONTRACTOR's Medi-Cal SMHS Provider Incentive Plan deliverables report and authorize CONTRACTOR to submit an invoice to COUNTY by **5 p.m. on June 7, 2024.**
3. 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. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Following receipt of a complete and correct invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY. An invoice form will be provided with the COUNTY's approval and authorization.

EXHIBIT "L"

TABLE 1. INCENTIVE CATEGORIES AND DELIVERABLES

Incentive Category			Quality Incentive Deliverable	Funding Allocation
1.	Fiscal Optimization	1a(i)	Utilize VCBH's Fiscal Monitoring Tool and submit a complete and accurate report.	\$25,025.00 per program
		1a(ii)	Provide a narrative detailing the integration of fiscal optimization strategies into the organization's financial management. Describe how these strategies enhance overall fiscal responsibility and contribute to the efficiency of the organization's financial processes.	\$ 14,000.00 per provider <i>*organizational wide incentives will have their funding equally pro-rated across the various contracts</i>
		1b	80% of progress notes entered into SmartCare pass the overnight edit process and have a status of complete and are ready to be claimed to the State. 1. Run SmartCare 'Service Status Percentages with Service Details' Report for the period of March 1 – 31 on April 8, 2024 2. Run SmartCare 'Service Status Percentages with Service Details' Report for the period of April 1 – 22 on May 1, 2024 3. Submit both reports	\$14,000.00 per provider <i>*organizational wide incentives will have their funding equally pro-rated across the various contracts</i>
		1c	<i>For Full SmartCare providers:</i> 80% of billing must be submitted within 3 business days of rendering service. 1. Run SmartCare 'Timely Service Entry by Program (6008)' Report for the month of March on April 1, 2024 2. Run SmartCare 'Timely Service Entry by Program (6008)' Report for the month of April on May 1, 2024 3. Submit both reports Or <i>For Partial SmartCare Providers:</i> 80% of billing must be submitted within 6 business days of rendering service. 1. Run SmartCare 'Timely Service Entry by Program (6008)' Report for the month of March on April 1, 2024 2. Run SmartCare 'Timely Service Entry by Program (6008)' Report for the month of April on May 1, 2024 3. Submit both reports	\$14,000.00 per provider <i>*organizational wide incentives will have their funding equally pro-rated across the various contracts</i>

Incentive Category			Quality Incentive Deliverable	Funding Allocation
2.	Ensuring Network Adequacy	2a	Submit a comprehensive narrative outlining your organization's internal processes to meet the network adequacy requirements. This should include, but is not limited to, the procedures and protocols in place to certify and maintain network adequacy, the criteria used to assess adequacy, and the steps taken in response to significant changes that may impact the adequacy and capacity of the services provided. Your narrative should provide a clear description of the internal mechanisms and strategies employed by your organization to ensure continuous compliance with the network adequacy standards.	\$10,500.00 per provider <i>*organizational wide incentives will have their funding equally pro-rated across the various contracts</i>
		2b	Submit a VCBH Staffing List Report, detailing both vacant and filled positions as of {insert date} for each program submitted for this incentive. Additionally, the Provider is required to include a comprehensive narrative outlining the initiatives undertaken to retain existing staff and facilitate the hiring process.	\$3,500.00 (\$1,750.00 per additional program*) <i>*If a provider operates multiple VCBH contracted programs, \$3,500.00 is available for the first program, and \$1,750.00 is available for each additional program. For example, If a provider has three (3) contracted programs that meets criteria for participation in this program and successfully completes this deliverable, a total \$7,000.00 is available.</i>
3.	SmartCare Integration	3	<u><i>For Full SmartCare Providers Only:</i></u> Submit an updated quality improvement plan to demonstrate how the organization will provide ongoing training, support, and monitoring to ensure all staff are proficient in utilizing the SmartCare EHR System. This plan should outline strategies for continuous improvement, knowledge transfer, and regular assessments to optimize system performance and maintain compliance with county stipulations and industry standards. Additionally, include details on how user feedback will be collected and utilized to enhance the overall user experience, contributing to the organization's commitment to excellence in healthcare delivery. Or	\$10,500.00 per provider <i>*organizational wide incentives will have their funding equally pro-rated across the various contracts</i>

Incentive Category			Quality Incentive Deliverable	Funding Allocation
			<p><u>For Partial SmartCare Providers Only:</u> Submit a signed attestation and project plan committing to the full integration of VCBH's SmartCare Electronic Health Record by July 1, 2025.</p> <p><i>Please note: A comprehensive project plan outlining the goals, milestones, timeline, and communication strategy shall be required to ensure a smooth and successful integration into the SmartCare EHR system. A collaborative framework will be established for regular updates to foster an environment of open communication to address any emerging issues should the Provider opt-in.</i></p>	
4.	Medi-Cal Certified Peer Support Specialist program	4	<p><u>For Current Certified Peers Programs Only:</u> Submit a comprehensive Medi-Cal Certified Peer Support Specialist program report to include:</p> <ol style="list-style-type: none"> Current Program Structure: <ul style="list-style-type: none"> Document the existing structure of the Certified Peer Program, including roles, responsibilities, and staffing requirements. Provide information on the total number of certified peer support specialists and peer supervisors. Include a section that outlines the challenges faced and lessons learned in the current program structure. Monitoring Tool: <ul style="list-style-type: none"> Describe the monitoring tool currently in use to track progress toward certification and certification renewal. <p>Or</p> <p><u>For Prospective Certified Peers Programs Only:</u> Submit a comprehensive Medi-Cal Certified Peer Support Specialist program plan to include:</p> <ol style="list-style-type: none"> Implementation Timeline <ul style="list-style-type: none"> Create a detailed timeline outlining the key milestones and activities required for the establishment of the Certified Peer Specialist Program. Specify roles and responsibilities for program coordinators, staff, and supervisors. Define staffing requirements, such as 	<p>\$14,000.00 per provider</p> <p><i>*organizational wide incentives will have their funding equally pro-rated across the various contracts</i></p>

Incentive Category			Quality Incentive Deliverable	Funding Allocation
			<p>the necessary qualifications and skills for certified peer support specialists and peer supervisors.</p> <ul style="list-style-type: none"> • Determine the total number of certified peer support specialists needed for the program's success. <p>2. Monitoring Tool</p> <ul style="list-style-type: none"> • Create a monitoring tool to track progress toward certification and certification renewal. • Outline a clear process for how data will be collected, recorded, and reported. 	