FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND CRI-HELP, INC.

This "First Amendment" to the Agreement for Drug Medi-Cal Organized Delivery System Substance Use Disorder Services, which became effective August 1, 2024, is made and entered into by and between the **COUNTY OF VENTURA**, acting through its Ventura County Behavioral Health, a primary service provider, hereinafter referred to as "COUNTY," and **CRI-HELP, INC.**, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, the parties hereby agree that effective August 1, 2024 the Agreement is amended as follows:

I. Exhibit "A" (PROGRAM DESCRIPTION) of the Agreement is deleted and replaced with the new Exhibit "A" (PROGRAM DESCRIPTION) attached hereto.

II. Exhibit "B" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B" (PAYMENT TERMS) attached hereto.

III. Except for the modifications described herein, all other terms and conditions of the Agreement, as amended, shall remain in effect.

IV. This First 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.

V. 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.

[SIGNATURE ON FOLLOWING PAGE]

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

CRI-HELP, INC.

By _____
Authorized Signature

Brandon Fernandez, CEO
Printed Name and Title

10/22/2024
Date

95-2758951
Tax Identification Number

0643235
Secretary of State Entity Number

By _____
Authorized Signature

_____
Printed Name and Title

_____
Date

COUNTY OF VENTURA

By _____
Authorized Signature

Dr. Loretta L. Denering, VCBH Director
Printed Name and Title

10/25/24
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 Treasurer, or (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Agreement.

EXHIBIT "A"
PROGRAM DESCRIPTION
CRI-HELP, INC.
Amended as of August 1, 2024

Provider Name: **CRI-HELP, INC.**

Program: **RESIDENTIAL AND WITHDRAWAL MANAGEMENT SERVICES FOR SPANISH MONOLINGUAL POPULATION**

1. INTRODUCTION
   A. As an organizational provider agency, Contractor shall provide administrative and direct program services to COUNTY's Medi-Cal members as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For members under the age of 21, the Contractor shall provide all medically necessary substance use disorder (SUD) services required pursuant to Section 1396d(r)(r) of Title 42 of the United States Code (Welfare & Institutions Code 14184.402 (e)).
   B. Contractor shall deliver services using evidence-based practice 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	FY 2024-25
Program Name	Residential and Withdrawal Management Services
Service Delivery Locations	Cri-Help Socorro - 4445 Burns Ave., Los Angeles, CA 90029 Cri-Help Pfleger - 11027 Burbank Blvd., North Hollywood, CA 91601
Hours of Operation	24-hours, 7-days per week

3. TARGET POPULATION
   A. Contractor shall provide services to the following populations:
      I. Licensed Residential SUD treatment program for women and men in accordance with federal regulations and California Department of Healthcare Services (DHCS) SUD Services Standards and as further stipulated by "COUNTY" at Contractor's Los Angeles location.
      II. Licensed Withdrawal Management (WM) SUD Treatment Program for women and men in accordance with federal regulations and DHCS Substance Use Disorder

Services Standards and as further stipulated by "COUNTY" at Contractor's Los Angeles location.

4. SERVICES TO BE PROVIDED
   A. CONTRACTOR shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS COUNTY Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to members who meet access criteria for receiving SUD services.
      I. Level 3.1 Clinically Managed Low-Intensity Residential Services
      II. Level 3.2 Clinically Managed Residential Withdrawal Management
      III. Level 3.5 Clinically Managed High-Intensity Residential Services
   B. Contractor shall observe and comply with all non-reimbursable service rules, as outlined in the Drug Medi-Cal Billing Manual.
   C. Contractor will be responsible for verifying the Medi-Cal eligibility of each member for each month of service prior to billing for Drug Medi-Cal (DMC) services to a member for that month. Medi-Cal eligibility verification should be performed prior to rendering services, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal member are described in the DHCS DMC Provider Billing Manual.
5. REFERRAL AND INTAKE PROCESS
   A. Contractor shall follow the referral and intake process as outlined herein.
      I. Utilizing a standard assessment, based on the American Society of Addiction Medicine (ASAM) Criteria 3rd edition, provide evaluations to determine that admitted members meet Diagnostic and Statistical Manual of Mental Disorders (DSM) 5 criteria for withdrawal management and/or residential substance use disorder treatment. Per DHCS Drug Medi-Cal Organized Delivery System (DMC-ODS) regulations, all service providers are required to be trained in the ASAM Criteria within thirty (30) days of hire and prior to providing clinical services.
      II. Contractor is required to notify the COUNTY Substance Use Services (SUS) Care Coordination Team or designee within twenty-four (24) hours of member admission. Voicemail message or email to SUDservices@ventura.org may be left after hours and on weekends.

III. Adhere to priority admission standards and DHCS timeliness to service requirements for federal priority population groups. Each non-residential or residential substance use disorder program receiving federal block grant funds shall provide priority admission to comprehensive services in the following manner (reference 45 CFR Section 96.131):

1. Pregnant women who are injecting drug users
2. Pregnant substance abuser
3. Injecting drug users,
4. All others.

IV. Adhere to waiting list standards for non-residential or residential substance use disorder program receiving federal block grant funds.

1. Each non-residential or residential substance use disorder program shall establish a waiting list in compliance with DHCS standards, which includes a unique identifier for each member.

2. *The waiting list shall be established for all pregnant injecting drug users, pregnant substance abusers when Contractor's services are not available within forty-eight (48) hours, and injecting drug users where services are not available within fourteen (14) days.*

3. Injecting drug users must receive comprehensive services within one hundred twenty (120) days from the date they initially requested services. (reference 45 CFR Section 96.126.)
4. For each individual who is placed on a waiting list, the program must complete the pre-admission form which includes a unique identifier for each individual.
5. Evidence of compliance with the proper maintenance and reporting on wait list shall be made available to COUNTY upon request.

IV. Offer referrals to interim services to all members on waiting list. A printed schedule for interim services will be given by Contractor staff to each individual. Contractor is also responsible for linking or provision of interim services (reference 45 CFR Sections 96.121, 96.126, and 96.131.) Evidence of compliance with the provision of interim services shall be made available to COUNTY upon request.

V. Contractor is responsible for adhering to the human immunodeficiency virus/acquired immune deficiency syndrome (HIV/AIDS) requirements (reference 45 CFR Sections 96.128 and 96.121), including, but not limited to:

1. Providing each member with information on the availability (time and location) for HIV/AIDS testing and pre- and post-test counseling.
2. Facilitating the members' access to the above service to the extent necessary.
3. Referring the member to the COUNTY Public Health Department HIV office should it become known to the Contractor that the member is HIV-positive.
4. Maintaining the most current HIV/AIDS services directory on premises.
5. Distributing information on HIV/AIDS provided by COUNTY when conducting outreach activities.

VI. Contractor is responsible for adhering to tuberculosis (TB) requirements (reference 45 CFR Sections 96.121 and 96.127), including, but not limited to:

1. Counseling/providing information to each member on TB.
2. Testing to determine whether further evaluation and/or treatment is necessary.
3. Referral to a COUNTY approved x-ray clinic, or to Contractor's physician (at Contractor's cost) for those individuals registering a positive skin test.
4. Referral to the COUNTY Public Health Department if treatment is required.

6. PROGRAM DESIGN

A. Contractor shall maintain programmatic services as described herein.

I. Contractor shall furnish residents with an alcohol and other drug-free supportive environment conducive to the delivery of therapeutic services.

II. Contractor shall provide Residential Treatment Services. Residential Treatment Services are delivered to members when medically necessary in a short-term residential program corresponding to at least one of the following ASAM levels:

- Level 3.1 - Clinically Managed Low-Intensity Residential Services
- Level 3.5 – Clinically Managed High-Intensity Residential Services

1. Residential Treatment services for adults and adolescents in ASAM Levels 3.1, and 3.5 are provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations. This includes residential facilities licensed by DHCS, residential facilities licensed by the Department of Social Services, Chemical Dependency Recovery Hospitals (CDRHs) licensed by the Department of Public Health (DPH), and Freestanding Acute Psychiatric Hospitals (FAPHs) licensed by DPH.

2. All facilities delivering Residential Treatment services under DMC-ODS must also be designated as capable of delivering care consistent with the ASAM Criteria.
3. Contractor's Residential treatment facilities licensed by DHCS offering ASAM levels 3.1, 3.5, and 3.2-WM must also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria.
4. All Residential services provided to a member while in a residential facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential facility shall be in-person. A member receiving Residential services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each member shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.
5. Residential Treatment Services include the following service components:
    a. Assessment
    b. Care Coordination
    c. Counseling (Individual and group)
    d. Family Therapy
    e. Medication Services
    f. Medications for Addiction Treatment (MAT) for Opioid Use Disorders (OUD)
    g. MAT for Alcohol Use Disorders (AUD) and other non-opioid SUD
    h. Patient Education
    i. Referral to Recovery Services
    j. SUD Crisis Intervention Services
6. Residents shall not be used as substitutes for required staff but shall be permitted to participate in duties and tasks as a voluntary part of their program of activities. However, this does not allow for a program to permit residents to drive other residents in company/program owned vehicles.

III. Contractor shall provide ASAM Level 3.2-WM: Clinically managed residential WM twenty-four (24) hour support for moderate withdrawal symptoms that are not manageable in outpatient setting). Contractor will provide up to seven (7) days of WM services to members. Contractor will notify the COUNTY SUS Care Coordination Team within twenty-four (24) hours of admission and submit necessary paperwork for any extension of services meeting medical necessity beyond seven (7) days. Contractor will notify the COUNTY immediately when there is a recommendation for a transition to a higher LOC, such as hospitalization.

1. WM Services include the following service components:
    a. Assessment
    b. Care Coordination
    c. Medication Services
    d. MAT for OUD
    e. MAT for AUD and other non-opioid SUDs
    f. Observation
    g. Referral to Recovery Services
2. Each member shall reside at the facility. All members receiving WM services, shall be monitored during the detoxification process. WM Services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a LOC where comprehensive treatment services are provided. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing WM.

IV. Contractor shall require that all DMC-ODS providers, at all levels of care, demonstrate that they either directly offer or have an effective referral mechanisms/process to MAT to members with SUD diagnoses that are treatable with Food and Drug administration (FDA) approved medications and biological products. An effective referral mechanism/process is defined as facilitating access to MAT off-site for members while they are receiving treatment services if not provided on-site. Providing a member, the contact information for a treatment program is insufficient. A facilitated referral to any Medi-Cal provider rendering MAT to the member is compliant whether or not they seek reimbursement through

DMC-ODS. Members needing or utilizing MAT shall be served and cannot be denied treatment services or be required to be tapered off medications as a condition of entering or remaining in the program. The Contractor shall monitor the referral process or provision of MAT services. MAT includes all Food and Drug Administration (FDA) approved medications and biological products to treat AUD, OUD, and any SUD. MAT shall be prescribed by a physician and deemed medically necessary. FDA approved medication for alcohol and other drug treatment currently covered under the formulary for pharmacy benefit shall be utilized.

1. MAT shall include the following service components:
    a. Assessment
    b. Problem list/treatment plan
    c. Ordering
    d. Prescribing
    e. Administering
    f. Monitoring of all medications for SUD
2. Medically necessary services are provided in accordance with an individualized problem list/treatment plan determined by a licensed physician or Licensed Practitioner of the Healing Arts (LPHA) working within their scope of practice. Contractor shall ensure care coordination to coordinate care with treatment and ancillary service providers and facilitate transitions between levels of care. Members may simultaneously participate in MAT services and other ASAM LOCs.

V. Contractor shall provide Care Coordination. Care Coordination shall be provided to a member in conjunction with all levels of treatment in accordance with DHCS BHIN 23-001 or subsequent amendments.

7. DISCHARGE CRITERIA AND PROCESS

A. Contractor will engage in discharge planning beginning at intake for each member served under this Agreement. Discharge planning will include regular reassessment of member functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

B. When possible, discharge will include treatment at a lower LOC or intensity appropriate to member's needs and provision of additional referrals to community resources for member to utilize after discharge.

C. Contractor will contact COUNTY Care Coordination Team for assistance in discharge planning, transitions of care and any other needs the member may have. Contractor will coordinate any MAT services directly with the receiving MAT service provider to ensure there are no gaps in treatment.

D. Contractor must provide notification to the COUNTY within twenty-four (24) hours of admission of a new member. Contractor must submit a stay authorization request to the COUNTY by the 5th calendar day of admission. COUNTY shall review the Diagnostic Statistical Manual (DSM) diagnosis and full ASAM Criteria assessment submitted by the residential provider to ensure that the member meets the requirements for the service. For approvals, the COUNTY shall provide authorization within twenty-four (24) hours of receipt of the submission and shall cover the residential treatment care.If the COUNTY does not authorize the residential stay, the COUNTY will arrange for placement in the appropriate LOC and coordinate with the residential treatment provider to provide care coordination to ensure the member is able to enter treatment at the recommended LOC.

E. COUNTY will respond to all submitted Residential Continued Stay Authorization request within twenty-four (24) hours of receipt. Upon review of the Treatment Authorization Request (TAR) and supporting documents, COUNTY will approve the request, deny the request or request additional information. Continuing authorization requests are to be submitted to the COUNTY via the Residential TAR before the expiration date of the current authorization.

8. 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 provide treatment services in accordance with treatment standards promulgated by the DHCS including those pertaining to quality and effectiveness through a system of documented continuous review, evidence-based practices and program improvements based on established outcome measures and performance. Contractor shall manage service delivery and provide COUNTY with reports and measured outcome data.

C. Contractor shall work collaboratively with COUNTY to develop process benchmarks and monitor progress in the following areas:

I. Contractor will collaborate with the COUNTY in the collection and reporting of performance outcomes data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS.

II. Contractor will report on the following performance outcomes and data, as requested by COUNTY:

1. Number of admissions
2. Number of completions
3. Monthly Time to service data (DATAR)
4. Monthly CalOMS Report (Admission, Discharge and Annual)
5. Use of evidenced based practices (EBP) programming (Motivational Interview, Cognitive Behavior Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education)
6. Monthly ASAM LOC Report
7. Monthly Performance Metrics Requirements (Access, Timeliness and Quality)
8. Submit Performance Improvement Project (PIP) for either clinical or non-clinical per External Quality Review Organization (EQRO) requirements.

9. REPORTING AND EVALUATION REQUIREMENTS

A. Contractor shall complete all reporting and evaluation activities as required by the COUNTY and described herein.

I. Contractor will coordinate with COUNTY Public Health Department for on-site consultation visits.

II. Contractor shall comply with all audit recommendations (if any) specified in its most recent audit which is incorporated herein by this reference for services hereunder and agrees to take prompt corrective action to eliminate any material noncompliance or weakness found as a result of such audit prior to the termination of this Agreement.

III. Contractor will submit identified applicable data and information requirements as contained in Mental Health and Substance Use Disorder (MHSUDS) Information Notice No. 18-011, Federal Network Adequacy Standards for Mental Health Plans (MHPS) and DMC-ODS Pilot Counties.

IV. Contractor shall complete an Incident Report Form regarding any unusual circumstances involving a member(s) and submit the form to the COUNTY SUS residential case manager or clinical coordinator within 24 hours.

V. Contractor to send bed availability daily to COUNTY at SUDservices@ventura.org.

VI. Contractor will submit identified applicable data and information requirements as contained in MHSUDS Information Notice No. 18-011, Federal Grievance and Appeal System Requirements With Revised Beneficiary Notice Templates and applicable information notices.

10. 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, the 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 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. These trainings shall be conducted by COUNTY or, 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 member care or medical items or services.

F. Additional training requirements for 3.2 WM include: (a) completing 6 hours of orientation training that covers the needs of residents who receive WM services for

personnel providing WM services or monitoring or supervising the provision of these services; (b) repeating the orientation training within fourteen (14) calendar days of return if staff is returning to work after a break in employment of more than one hundred and eighty (180) consecutive calendar days; (c) on an annual basis, completing eight (8) hours of training that covers the needs of residents who receive WM services. Documentation of training must be maintained in personnel records. Personnel training shall be implemented and maintained by the licensee pursuant to the California Code of Regulations, Title 9, Section 10564(k). (Reference BHIN 21-001 Updated 8/20/2021 or subsequent amendments.)

G. Contractor will comply with all treatment standards and provide ongoing staff training to ensure that these standards will be maintained and known by all staff.

EXHIBIT "B"

PAYMENT TERMS

CRI-HELP, INC.
August 1, 2024 through June 30, 2025

A. The maximum total amount for the services specified in Exhibit "B," for the service period of August 1, 2024 through June 30, 2025, shall not exceed **$283,926**. 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 provider service rates are specified in Exhibit "B-Attachment A." The funding sources for this Agreement could include: Drug Medi-Cal Organized Delivery System (DMC-ODS) Federal Financial Participation (FFP); 2011 Realignment; State General Fund; and Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG).

B. CONTRACTOR shall enter claims data into the COUNTY's Electronic Health Record System within the timeframes established by COUNTY. CONTRACTOR shall use Current Procedural Terminology (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 "L"), a printout from COUNTY's Electronic Health Record System of billable services (invoices shall be based on claims entered into the COUNTY's Electronic Health Record System for the prior month, and a copy of the DATAR report must accompany each monthly invoice. COUNTY will complete a reconciliation of the units of service and rates against the payments made to CONTRACTOR to identify any over or under payments. COUNTY is entitled to recover and CONTRACTOR shall remit any amount overpaid to CONTRACTOR within forty-five (45) days of any COUNTY completed reconciliation. COUNTY will remit any additional payments required to the CONTRACTOR upon any COUNTY completed reconciliation.

All invoices submitted shall clearly reflect all required information regarding the services for which invoices are made, in the form and content specified by COUNTY. CONTRACTOR shall submit delivered units of service with appropriate documentation, along with the invoice for reimbursement. No service that has been or will be reimbursed by any other revenue source can be invoiced by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, and dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

D. TIMELY BILLING. CONTRACTOR shall generate a monthly Timely Billing Report for Outpatient Programs 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 for full-use users of the County Electronic Health Record System and an average of six business days or less for billing-only users of the County Electronic Health Records System, from the time of service to the date of entry in COUNTY's Electronic Health Record System. The signed Timely Billing Report must be attached with the monthly invoice and submitted to 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 Electronic Health Record System. The payment is based on the hourly rate as detailed in Table 1 Provider Services Unit and Hourly Rates, by provider services type 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 82, Audit of Services, Subsections D and E. All payments and claimed expenses shall be subject to audit and reconciliation. COUNTY agrees to pay CONTRACTOR 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. DMC-ODS reimbursement provision: For DMC-ODS eligible services, COUNTY acknowledges its responsibility to pay CONTRACTOR with respect to services provided to DMC-ODS members under this Agreement, CONTRACTOR shall comply with Drug Medi-Cal State Plan and DMC-ODS Waiver requirements. The DMC-ODS reimbursement is composed of FFP, State Funds Realignment, and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing DMC-ODS 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, member, or other third-party payers.

H. CONTRACTOR may not redirect or transfer funds from one funded program to another funded program under which CONTRACTOR providers services pursuant to this Agreement except through a duly executed amendment to this Agreement.

I. CONTRACTOR may not charge services delivered to an eligible member under one funded program to another funded program unless the member 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 member or persons acting on behalf of the member for any SUD or related administrative services provided under this contract, 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 members or third-party payers any fee for service unless directed to do so by the Director at the time the member 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 members 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 member. 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 members in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR pursuant to this contract.

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 DHCS 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 the furnishing of health care, utilization review, medical social work, or administrative services 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. Investigations and Confidentiality of Administrative Actions. If CONTRACTOR is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend CONTRACTOR from the DMC program, pursuant to W&I Code Section 14043.36(a). Information about CONTRACTOR's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a payment suspension to a provider pursuant to W&I Code Section 14107.11 and Code of Federal Regulations, Title 42, Section 455.23. COUNTY is to withhold payments to a DMC provider during the time a payment suspension is in effect. COUNTY has executed a Confidentiality Agreement with DHCS which permits DHCS to communicate with COUNTY concerning subcontractor providers that are subject to administrative sanction.

U. CONTRACTOR shall be subject to suspension pursuant to W&I Code section 14043.61 if claims for payment are submitted for services provided to a Medi-Cal member by an individual or entity that is ineligible to participate in the Medi-Cal program.

V. 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.

W. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "L" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.

X. Notwithstanding any other provision of this Agreement, DMC-ODS 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 D/MC Title 9, Chapter 11, the State DHCS 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 DHCS, regulations and requirements as specified by DHCS. It is understood that such services will subsequently be billed by COUNTY for DMC-ODS FFP reimbursement and State match when applicable.

Y. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for DMC-ODS 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 DMC-ODS services provided and reported by CONTRACTOR to COUNTY.

Z. CONTRACTOR understands and agrees that all DMC-ODS FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to COUNTY.

AA. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed DMC-ODS services provided hereunder, which are the result of CONTRACTOR's sole negligence in providing DMC-ODS 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.

BB. Claims deemed unallowable shall be subject to recoupment or recovery by COUNTY.

CC. CONTRACTOR shall not bill members 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 COUTY had directly provided the services (42 U.S.C 1396u-2(b)(6)(C)).

DD. Any cost sharing imposed on members shall be in accordance with 447.50 through 447.82 of Code of Federal Regulations Chapter 42.

EE. If CONTRACTOR is a non-profit organization or entity, and receives SUBG funding under this Agreement, then CONTRACTOR shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

FF. 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.