

**FIRST AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND TELECARE CORPORATION**

This "First Amendment" to the Agreement for Adult Residential Treatment Services, which became effective July 1, 2023, is made and entered into by and between the **COUNTY OF VENTURA**, acting through its Behavioral Health Department (VCBH), a primary service provider, hereinafter referred to as "COUNTY", and **TELECARE CORPORATION (HORIZON VIEW)**, 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 **\$3,471,972**. CONTRACTOR shall be paid in accordance with Exhibits "B" (PAYMENT TERMS: SERVICES COMPONENT) and Exhibit "B-1" (PAYMENT TERMS: BOARD & CARE 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) attached hereto.
- III. Effective with respect to the service period commencing July 1, 2023, through June 30, 2024, Exhibit "B" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B" (PAYMENT TERMS) attached hereto.
- IV. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Attachment A to Exhibit "B" (PROVIDER SERVICE RATES AND PROCEDURE CODE REPORTS) of the agreement is deleted and replaced with new Attachment A to Exhibit "B" (PROVIDER SERVICE RATES), attached hereto.
- V. Effective with respect to the service period commencing July 1, 2023, through June 30, 2024, Exhibit "B-1" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B-1" (PAYMENT TERMS) attached hereto.
- VI. Except for the modifications described herein, all other terms and conditions of the Agreement, shall remain in effect.
- VII. 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.
- VIII. The parties hereto agree that this First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in

accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURE PAGE FOLLOWS]

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

TELECARE CORPORATION

COUNTY OF VENTURA

BY

Dawan Utecht

Dawan Utecht (May 20, 2024 11:44 PDT)

(authorized signature)

Dawan Utecht

SVP/Chief Development Officer

(print name and title)

05/20/24

Date

94-1735271

Federal Tax Identification #

BY

Dr. Loretta Dennering

(authorized signature)

Dr. Loretta Dennering, DrPH, MS
Interim BHF Director

(print name and title)

6-5-2024

Date

TELECARE CORPORATION

BY

(authorized signature)

(print name and title)

Date

* If a corporation, this First Amendment must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The 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

TELECARE CORPORATION (HORIZON VIEW)

1. INTRODUCTION

- A. As an organizational provider agency, CONTRACTOR shall provide administrative and direct program services to COUNTY's Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations.
- B. CONTRACTOR has the option to deliver services using evidence-based program models. CONTRACTOR shall provide said services in CONTRACTOR's program(s) as described herein; and utilizing locations as described herein.

2. PROGRAM INFORMATION

Contract Period	July 1, 2023 through June 30, 2024
Program Name	Telecare Corporation (Horizon View)
Service Delivery Locations	333 Skyway Drive, Camarillo, California, 93010
Hours of Operation	24/7

3. TARGET POPULATION

- A. CONTRACTOR shall provide services to the following populations:
 - I. The clients referred to the Horizon View facility will have a history of severe mental illness that cannot be properly treated at lower levels of care. These clients will be: (1) Medi-Cal eligible, (2) 18 years and older, and (3) on Lanterman-Petris-Short Act (WIC section 5350;LPS) conservatorship transferring from either an acute psychiatric hospital, a state hospital, or another locked MHRC. Clients served by the Horizon View facility will evidence symptoms and histories of severe and persistent mental illness, resulting in significant functional impairment. Psychiatric diagnoses treated will include, but will not be limited to, schizophrenia, schizoaffective disorder, and bipolar disorder. Concomitant diagnoses of substance dependence, personality disorders, and traumatic brain injury should be anticipated and addressed in the overall planning and provision of treatment.
 - II. Services will be delivered in a home-like nurturing environment to facilitate the clients' growth and recovery. Clients will receive supervision, guidance, and personal assistance in performing their daily living activities. In addition, structured day and evening services will also be provided to assist clients in acquiring living skills, accessing community resources, and accessing educational/vocational resources. Mental health services will be provided

as well.

- III. Clients will be ambulatory and will be able to perform their own activities of daily living (ADL's), but CONTRACTOR is expected to provide support and services when necessary for clients requiring supervision and/or prompting with their ADL's.

4. SERVICES TO BE PROVIDED

- A. CONTRACTOR shall provide the following medically necessary covered specialty mental health services, as defined in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf>, or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.
 - I. CONTRACTOR will provide a full range of psychiatric, therapeutic, nursing, rehabilitative, and social services to approved COUNTY clients at the Horizon View facility.
 - II. CONTRACTOR will provide all mental health and rehabilitative staffing and services required for a MHRC by CCR Title 9 Division 1, Chapter 3.5, §784.10-§786.12. CONTRACTOR's services shall be designed to improve symptom management, encourage skill development, and promote restoration of effective and independent functioning. The focus of treatment will be to prepare clients to live and work in the least restrictive environment possible, with the lowest risk of institutionalization.
 - III. CONTRACTOR will provide an individualized rehabilitation program within a locked setting based on sound principles of psychiatric assessment, psychopharmacology, therapeutic interventions, and psychosocial rehabilitation techniques.
 - IV. CONTRACTOR will create a welcoming, safe, and therapeutic environment in which behaviors that promote wellness and recovery are reinforced both actively and thoughtfully with the goal being to facilitate a learning process that helps clients make considered choices and increases their level of functioning.
- 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. All referrals made to CONTRACTOR will be assessed by COUNTY clinical staff for appropriateness and commonly will be discussed by COUNTY's interagency partners (i.e., Hillmont Psychiatric Center and Public Administrator/Public Guardian staff). Staff at the referred client's current placement (i.e., acute psychiatric hospital, state hospital, or another locked MHRC), working in collaboration with the conservator, are responsible for providing CONTRACTOR with the information necessary to consider the

client for admission (i.e., a referral packet). COUNTY and CONTRACTOR will collaborate in considering clients for admission on a case-by-case basis. CONTRACTOR may elect to interview any referred clients prior to their admission and may request additional information prior to admission to facilitate good continuity of care. CONTRACTOR will make a determination about admission within five (5) days of receiving a complete referral packet. Bedspace permitting, actual admissions will occur within three (3) days of acceptance.

- II. CONTRACTOR will maintain a "default position" of accepting referrals made by the COUNTY and will accept the role as COUNTY's provider of mental health treatment and services for clients who cannot be served elsewhere (i.e., below the level of acute psychiatric hospitalization). Clients with medical needs beyond those that can be managed on an outpatient basis may not be admitted. Clients will not be excluded solely on the basis of histories that include self-injurious and assaultive behavior (including sex offenses) and arson. In the event CONTRACTOR declines a referral for admission, CONTRACTOR will provide COUNTY with the reason(s) for the decision in writing.

6. PROGRAM DESIGN

A. CONTRACTOR shall maintain programmatic services as described herein.

- I. Basic Clinical Services
Assessment: Following admission, CONTRACTOR will ensure each client will be interviewed and assessed by the multidisciplinary treatment team consisting of a psychiatrist, clinician, nurse, and rehabilitation staff. Assessments will document current psychiatric symptoms, past psychiatric treatment and response, issues related to substance use, risk (i.e., danger to self/others, self-injurious behavior, and elopement), physical health (i.e., current conditions and past treatment), legal involvement, family background and natural supports, and significant events (including trauma history, if applicable). All assessments will integrate the client's perspective on his/her strengths, needs, and abilities.
- II. CONTRACTOR will ensure that the assessment process will culminate in an Individual Recovery Plan (IRP) that recognizes each client's unique needs, preferences, and hopes for his or her future. The IRP will be developed within thirty (30) days following admission and approved and signed by the Clinical Services Program Director.
- III. The IRP will include:
 - a. Areas of treatment need
 - b. Goals stated in the client's own words
 - c. Perceived barriers to achieving goals

- d. Plan of action for achieving goals
 - e. Staff assessment and plan of action to assist the client in achieving goals
 - f. Progress reviews and dates of review
 - g. A self-management plan to guide staff and the client during crises
 - h. Signature of staff completing the IRP
 - i. Signature of client to indicate the client's agreement with the IRP
- IV. The IRP will outline a personalized treatment strategy to include individual therapy, group therapy, educational activities, discharge, and aftercare plans. It may also include family education and therapy. The IRP will be updated weekly.
- V. Psychiatry/Medication Management:
CONTRACTOR agrees medications are instrumental in stabilizing symptoms so that clients can take maximum advantage of program services. Medication monitoring practices will include regular review of actual compliance, medication response, and documentation of the reasons for any changes. Medication management will include the ordering and involuntary administration of injectable medications as needed and provided for by the law. CONTRACTOR will ensure practices include accurate tracking of PRN (i.e., "as needed") medication orders and review of appropriateness of PRN medications utilized.
- VI. CONTRACTOR will employ a Director of Nursing (RN) to lead the nursing staff and to ensure that there will be one licensed nursing staff person on two shifts per day. Nursing staff will be responsible for initial nursing evaluations within seven (7) days of admission, obtaining and documenting physician orders for medical care, appointments, and lab work, monitoring of symptoms and documentation in progress notes, administration of medication and regular medication education. The psychiatrist and nursing staff will also provide continuity of care by communicating and coordinating regularly with each client's primary care physician.
- VII. Individual and Group Therapy
CONTRACTOR will employ a licensed clinician (i.e., the Clinical Services Program Director and/or LCSW/MFT) who will provide individual therapy. Additionally, the CONTRACTOR will conduct groups focusing on a range of issues. The following describes some, but not all, areas of focus for individual and group therapy:
- a. Skills Building: Regularly offered skills-building groups and 1:1 therapy will focus on topics such as symptom recognition, the role of medication,

stress management, coping skills, problem solving, impulse control, and goal setting.

- b. Symptom Management: Upon admission to the program, clinical staff will conduct a risk assessment to identify client concerns and potential risks to themselves and others. The assessment will be updated quarterly and whenever there is a change requiring an update. Both individual and group therapy will reflect the importance of recognizing early signs of decompensation/relapse and preventative measures.
- c. Family Counseling: Staff will provide support and education for families to facilitate improved communication and to develop family members as natural support for clients in preparation for eventual discharge.

VIII. Rehabilitation

CONTRACTOR will offer a diverse array of daily individual and group rehabilitation activities intended to address the holistic needs of clients, with an emphasis on skills development. The CONTRACTOR will guide each client in the development of a weekly schedule of 1:1 time with staff and groups. Programming will be sufficient to offer each client at least seven (7) activity program hours per week and a minimum of fourteen (14) specific rehabilitation service hours per week, selected according to the client's needs. This will translate to a minimum of four groups or activities offered per day and a twice-daily community meeting. Recovery Specialists and Peer Support Specialists will offer individual supportive counseling, pre-vocational and vocational counseling, and assistance in building confidence with independent living skills as well as personal hygiene and grooming.

IX. Collateral Services

CONTRACTOR will facilitate services provided by staff in conjunction with a significant support person in the client's life (i.e., family members, roommates, and/or friends). The intent is to foster a view of the client in a broader context, evaluate the impact the client's natural supports have on the client's recovery, and provide the necessary support and education.

X. Case Management

CONTRACTOR will provide case management services with a focus on practical needs, such as securing appropriate entitlements, managing property, arranging/providing transportation, facilitating access to health and dental services, resolving legal issues, and helping clients to secure appropriate step-down housing prior to discharge.

XI. Crisis Intervention

CONTRACTOR will provide crisis intervention, as needed, twenty-four (24) hours a day, seven (7) days a week. Crisis intervention may include, but is not limited to, de-escalation, seclusion and restraints, PRN and/or emergency medication and other supportive services intended to prevent inpatient hospitalizations.

- XII. **Psycho-Educational**
CONTRACTOR will provide psycho-educational services to assist clients and their families achieve a more comprehensive understanding of mental illness and to understand the role of medications.
- XIII. **Wellness and Recovery Action Planning**
CONTRACTOR will encourage all clients to participate in peer-facilitated, Wellness and Recovery Action Plan (WRAP) groups wherein they will develop their own individualized plans to maintain health, identify triggers and warning signs, and create a step-by-step plan for managing crisis. With the client's consent, the WRAP plan will be made a formal part of the client's IRP.
- XIV. **Substance Treatment**
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.
- XV. **Conservatorships**
CONTRACTOR is responsible for the completion of all the necessary components for the clients' annual conservatorship re-evaluations (i.e., written petition, supporting clinical records, court testimony, etc.) and insuring they are received by the Public Guardian's Office in a timely manner. Any petitions or documents required for conservatorship proceedings shall be delivered to the Public Guardian's Office at least thirty (30) days prior to the relevant court hearing date.
- XVI. **Ancillary Services**
- a. **Dietary Services:** CONTRACTOR will employ food service staff who will prepare three nutritious meals a day and provide snacks throughout the day. The monthly menu will be overseen by a licensed dietician, who will also supervise provision of special therapeutic diets as prescribed. CONTRACTOR will additionally keep supplies of staple foods, snacks, and beverages on hand.
 - b. **Pharmaceutical Service**
CONTRACTOR will contract for pharmaceutical services to provide clients with prescribed medications. CONTRACTOR will work closely with the VCBH'S pharmacy services to develop and follow protocols, formulary development, policies and procedures and general practices for the supply, stocking, and administration of all medications, including Clozaril. CONTRACTOR will ensure that all Food and Drug Administration (FDA) protocols for monitoring clients' prescribed Clozaril are followed. CONTRACTOR will maintain a policy to ensure compliance with all FDA protocols for monitoring client's prescribed

Clozaril. CONTRACTOR will ensure that all lab work and medications prescribed are included as part of discharge planning.

c. Housekeeping and Laundry

CONTRACTOR will contract for housekeeping and commercial laundry services so that all areas of the facility are cleaned according to an established schedule and clients are provided with clean linens. Clients will be responsible for cleaning their own clothes using facility washing machines provided for this purpose, with the assistance of staff as necessary.

d. Medical Records Management

CONTRACTOR will ensure adequate documentation of services provided occurs on a daily basis and medical records are maintained in accordance with the law.

e. Emergency Medical Care

CONTRACTOR, in coordination with COUNTY, will develop agreements with local hospitals for the provision of all medical care that cannot be provided on site.

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. The length of clients' admission is expected to range between 12 to 18 months. CONTRACTOR agrees lack of engagement with a client will not provide the basis for discharge from the program. In the event a client causes physical injury 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 before 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, in consultation with COUNTY, will contact the appropriate police agency and facilitate further investigation into the behavior.

II. CONTRACTOR will make discharge planning an integral part of the client's treatment program. On admission, the admissions/discharge planner, in

conjunction with the client and the treatment team, will assess current obstacles to the client's placement in a lower level of care and projected discharge/placement potential. The team will ensure that the IRP addresses reducing obstacles to discharge and plans for skill development needed for successful community living. Progress toward discharge will be tracked on a continuous basis in an effort to increase the client's awareness of community resources, support, and independent living options.

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. CONTRACTOR is responsible for the mandatory performance measures until written acceptance of the proposed alternative performance measures from the VCBH DIRECTOR or his or her designee has been received.

10. REPORTING AND EVALUATION REQUIREMENTS

- A. CONTRACTOR shall complete all reporting and evaluation activities as required by the COUNTY and described herein.
 - I. 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: physical altercations, physical injuries, AWOL's, and significant property damage. Such notification should be faxed to COUNTY at (805) 973-5189 or such other fax number as provided to CONTRACTOR from time to time in writing within twenty-four (24) hours of the incident.
 - II. COUNTY and CONTRACTOR agree to meet on an ongoing basis to discuss concerns related to the Horizon View MHRC, including but not limited to concerns regarding treatment coordination, service utilization and

outcomes, documentation and reporting requirements, and financing and revenue production.

- III. CONTRACTOR will submit a quarterly client program report. This quarterly report will include but is not limited to: (1) a complete list of names of enrolled clients and dates of their admissions; (2) indications of treatment cooperation (e.g., attendance at scheduled activities, compliance with prescribed medications; (3) progress towards discharge; (4) disability benefits status; and (5) LPS conservatorship status and pending changes/actions. The quarterly client program reports will be submitted to COUNTY no later than the 15th day of the month after the end of each quarter (i.e., October 15th, January 15th, April 15th, and July 15th).
- IV. CONTRACTOR shall screen all self-pay clients enrolled in CONTRACTOR's program to determine insurance needs and assist each client in applying for Medi-Cal or direct the client 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.
- V. CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws and regulations and as set forth under the terms of this Agreement.

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. Maintenance and Repair Schedule

The Maintenance of the Horizon view shall be in accordance with the Maintenance Schedule provided to the CONTRACTOR, which by reference shall be included in this contract.

- II. Staffing

CONTRACTOR shall employ adequate staff to meet the staffing patterns in the chart below. CONTRACTOR shall also employ adequate bilingual/bicultural staff to meet the language needs of clients.

Job Classification	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Total # of Shifts	Total FT
Nursing AM									
DON	1.00	1.00	1.00	1.00	1.00			5.00	1.00
LVNs/LPTs	1.00	1.00	1.00	1.00	1.00			7.00	1.40
Recover Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	9.00	1.80
Recover Specialist/Driver	0.71	0.71	0.71	0.71	0.71			3.56	0.71
Total AM Staff	3.71	3.71	3.71	3.71	3.71	3.00	3.00	24.56	4.91
Nursing PM									
LVNs/LPTs						1.00	1.00	2.00	0.40
LVN Supervisor	1.00	1.00	1.00	1.00	1.00			5.00	1.00
Recover Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	1.40
Total PM Staff	2.00	2.00	2.00	2.00	2.00	2.00	2.00	14.00	2.80
Nursing NOC									
LVNs/LPTs						1.00	1.00	2.00	0.40
LVN Supervisor	1.00	1.00	1.00	1.00	1.00			5.00	1.00
Recover Specialist	2.00	2.00	2.00	2.00	2.00	2.00	2.00	14.00	2.80
Total NOC Staff	3.00	3.00	3.00	3.00	3.00	3.00	3.00	21.00	4.20
Nursing									
DON	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
LVNs/LPTs	1.00	1.00	1.00	1.00	1.00	3.00	3.00	11.00	2.20
LVN Supervisor	2.00	2.00	2.00	2.00	2.00	-	-	10.00	2.00
Recover Specialist	4.00	4.00	4.00	4.00	4.00	5.00	5.00	30.00	6.00
Recover Specialist/Driver	0.71	0.71	0.71	0.71	0.71	-	-	3.56	0.71
Nursing	8.71	8.71	8.71	8.71	8.71	8.00	8.00	59.56	11.91
Rehab Services									
Rehab Therapists	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
CADC	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
Rehab Activity Leaders/Peer Couns.	-	-	-	-	-	1.00	1.00	2.00	0.40
Peer Support Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	1.40
Total Rehab Services	3.00	3.00	3.00	3.00	3.00	2.00	2.00	19.00	3.80
Clinical Services									
Clinical Director-Inpt	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
Total Clinical Services	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
Social Services									
Clinician - Licensed	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
Admissions/Discharge Planner	-	-	-	-	-	1.00	1.00	2.00	0.40
Total Social Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	1.40
Food Services									
Cooks	1.25	1.25	1.25	1.25	1.25	1.25	1.25	8.75	1.75
Total Food Service	1.25	1.25	1.25	1.25	1.25	1.25	1.25	8.75	1.75
Administration									
Regional Director	0.20	0.20	0.20	0.20	0.20	-	-	1.00	0.20
Administrator	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
BOM/AA	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
Total Administration	2.20	2.20	2.20	2.20	2.20	-	-	11.00	2.20
Medical Records									
Medical Records Tech	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
Total Medical Records	1.00	1.00	1.00	1.00	1.00	-	-	5.00	1.00
Total Facility Staffing	18.16	18.16	18.16	18.16	18.16	12.25	12.25	115.31	23.06

III. Additionally, CONTRACTOR will provide the following staffing:

- a. CONTRACTOR will contract with a psychiatrist to serve as Medical Director of the Horizon View facility and to provide all required administrative oversight and enforcement of standards, as well as direct care for clients and participation in the multidisciplinary team, for a total of sixteen (16) hours per week. Contractor will contract with a licensed psychologist to assist with conservatorship evaluations/testimony for at least an average of two (2) hours per week. Any licensed psychologist or psychiatrist providing conservatorship evaluations/testimony under the terms of this Agreement shall provide as many hours of testimony as required by COUNTY in conservatorship proceedings.

EXHIBIT "B"
PAYMENT TERMS
SERVICES COMPONENT

TELECARE CORPORATION
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 \$3,311,440. 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: Short Doyle Medi-Cal Federal Financial Participation (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. Following receipt of a complete and correct monthly invoice and approval by the COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

- D. **TIMELY BILLING.** CONTRACTOR shall generate a monthly Timely Billing Report that has been reviewed by CONTRACTOR's Chief Financial Officer, Controller, or highest-ranking accounting officer. CONTRACTOR's accounting officer's signature on the report indicates that timeliness related to billing will be managed to achieve an average of three business days or less from the time of service to the date of entry in COUNTY's Billing and Transactional Database System. The signed Timely Billing Report must be attached with the monthly invoice and submitted to the COUNTY. CONTRACTOR shall ensure that all data is entered in a timely manner in order to produce the most accurate reports.
- E. Payment shall be made 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

TELECARE CORPORATION (HORIZON VIEW)
July 1, 2023 through June 30, 2024

Table 1: Provider Service Rates			
Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
24-Hour Residential Services	5,465	\$605.936	\$3,311,440
Total Residential Services			\$3,311,440

EXHIBIT "B-1"

PAYMENT TERMS BOARD & CARE COMPONENT

TELECARE CORPORATION (HORIZON VIEW) July 1, 2023 through June 30, 2024

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount for the services specified in this Exhibit "B-1," for the service period of July 1, 2023, through June 30, 2024, shall not exceed **\$160,532.** The funding sources for this Agreement could include Realignment.

- B.** Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the rate table (see Attachment A to Exhibit "B-1"). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein, for the services specified in Exhibit "B," exceed the maximum amount specified in Section A above.
- C.** The CONTRACTOR shall bill the COUNTY monthly in arrears by using the CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by the COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delays. Following receipt of a complete and correct monthly invoice and approval by the COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.
- D.** It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.
- E.** COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by the COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within a period of time to be determined by the COUNTY. Reimbursement shall be made by the CONTRACTOR.

- F. Costs and/or expenses deemed unallowable shall be subject to recoupment. If the allowability or appropriateness of an expense cannot be determined because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles/audit standards, all questionable costs may be disallowed, and payment withheld. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- G. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- H. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing, and revenue production.

ATTACHMENT A to EXHIBIT "B-1"
RATE TABLE

TELECARE CORPORATION (HORIZON VIEW)
July 1, 2023 through June 30, 2024

Service Category	Total Ventura County Total Projected Units	Unit Rate	Exhibit Maximum
Board & Care - Casa B	5,465	\$55.724	\$304,532
SSI Collection			(\$144,000)
Total Board & Care			\$160,532