

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

This First Amendment to the Agreement for locked mental health rehabilitation center (Horizon View) services, which became effective July 1, 2020, 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 Telecare Corporation, hereinafter referred to as "CONTRACTOR".

NOW, THEREFORE, the parties hereby agree that the Agreement is amended as follows:

- I. TERM: This Agreement shall be extended for the term beginning July 1, 2021 and continue through June 30, 2022, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2021-22 and the contract extension language detailed in Section 1 (Term) of the Agreement.
- II. Effective with respect to the service period commencing July 1, 2021 through June 30, 2022, Section 10 (TIME, DISTANCE, AND TIMELY ACCESS STANDARDS (NETWORK ADEQUACY)), Section 11 (INDEMNIFICATION AND HOLD HARMLESS), Section 24 (PATIENTS'/CLIENTS' RIGHTS), Section 29 (FEDERAL SALARY RATE CAP), Subsection A of Section 32 (REPORTS), Section 34 (SINGLE AUDIT/AUDIT), Section 46 (COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY), Section 60 (ELECTRONIC SIGNATURE CERTIFICATION), and Section 62 (EXTENT OF CONTRACTUAL DOCUMENTS) of the Agreement are revised to read as follows:

10. TIME, DISTANCE, AND TIMELY ACCESS STANDARDS (NETWORK ADEQUACY)

CONTRACTOR will comply with Federal, State, and COUNTY standards for time, distance, and timely access to care and services for clients. In providing services, CONTRACTOR will consider the urgency of the need for services and meet all timely access standards and contractual requirements. CONTRACTOR will be required to submit all network provider data and information needed for COUNTY to complete and submit the State Department of Health Care Services (DHCS)-required Network Adequacy Certification Tool (NACT) to DHCS on April 1 of each year. COUNTY will request all NACT data information prior to the DHCS due date and CONTRACTOR will comply with said request in a timely manner for COUNTY to meet the DHCS quarterly deadlines. Should DHCS require additional submittals, CONTRACTOR will comply with said request in a timely manner for COUNTY to meet the DHCS-imposed deadline.

11. INDEMNIFICATION AND HOLD HARMLESS

All activities and/or work covered by this Agreement will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against the COUNTY for losses arising directly or indirectly from the activities and/or work covered this Agreement.

24. PATIENTS'/CLIENTS' RIGHTS. CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California Welfare and Institutions Code section 5325 et seq., California Code of

Regulations, Titles 9 and 22, and 42 C.F.R. part 438.100. Further, CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination requirements specified in the DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice No. 18-010E. Client information materials ("Ventura County Mental Health Plan Beneficiary Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure and the "Medi-Cal Provider Directory."

29. FEDERAL SALARY RATE CAP. CONTRACTOR agrees that no federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of \$199,300 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule.

32. REPORTS (including cost report preliminary settlement).

A. CONTRACTOR shall provide reports as required by the DIRECTOR, by the State of California, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying if the overpayments are due to potential fraud, (3) information about changes in a beneficiary's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

34. SINGLE AUDIT/AUDIT. If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with a Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

46. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY.

- A. CONTRACTOR hereby acknowledges that COUNTY has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Health Care Agency (HCA) and certain of its contractors.
- B. CONTRACTOR agrees that HCA's Code of Conduct will be provided to all of Contractor's employees and subcontractors who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another federal program and (ii) for which COUNTY seeks reimbursement.
- C. CONTRACTOR further agrees to annually obtain, retain, and submit within thirty (30) days of execution of this Agreement or within thirty (30) days of hiring/subcontracting of any Covered Individual, signed certifications to COUNTY and to the Office of Inspector General of the U.S. Department of Health and Human Services (upon request) that each Covered Individual has received, read, and understands the HCA Code of Conduct and agrees to abide by the requirements of the COUNTY'S Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "D," HCA CODE OF CONDUCT.
- D. CONTRACTOR agrees to maintain a compliance program that is in compliance with the provisions stated in 42 C.F.R. part 438.608(a). CONTRACTOR will develop written administrative and management policies, procedures, and standards of conduct that: (1) articulate CONTRACTOR's commitment to comply with all applicable contract requirements and standards, (2) articulate CONTRACTOR's commitment to comply with all applicable Federal and State requirements, (3) are designed to detect and prevent fraud, waste, and abuse, and (4) provide detailed information about the False Claims Act and any other Federal and State laws described in section 1902(a)(68) of the False Claims Act, including information about the rights of employees to be protected as whistleblowers.

CONTRACTOR's compliance program will ensure that: (1) CONTRACTOR maintains written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, and all applicable Federal and State requirements, (2) a Compliance Officer is designated who is responsible for developing and implementing policies, procedures, and standards of conduct that ensure compliance with the Agreement and who reports to CONTRACTOR's Chief Executive Officer and Board of Directors, (3) a Regulatory Compliance Committee on the Board of Directors and at the senior management level is established that oversees CONTRACTOR's compliance program and contract compliance, (4) a system for training and education for the Compliance Officer, senior management, and employees is provided to ensure compliance with the Federal and State standards and requirements under the contract, (5) effective lines of communication exist between CONTRACTOR's employees and the compliance program, (6) compliance standards are enforced through well-publicized disciplinary guidelines, (7) routine internal monitoring and auditing of compliance risks are conducted, (8) CONTRACTOR has a mechanism to receive and investigate information from whistleblowers, (9) compliance issues are promptly responded to and investigated, (10) compliance issues are promptly corrected and any criminal acts are reported to the appropriate law enforcement agencies to reduce the potential for recurrence and ongoing compliance, and (11) compliance issues or reports from whistleblowers are promptly reported to COUNTY's Contracts Administration Manager.

- 60. ELECTRONIC SIGNATURE CERTIFICATION. CONTRACTOR client records may be signed electronically provided standardized systems are used according to approved procedures and safeguards to ensure record integrity. CONTRACTOR will adhere to standards regarding the use

of electronic signatures set forth by the Department of Health Care Services (Department of Mental Health DMH Letter 08 – 10, and, where applicable, Alcohol and Drug Programs ADP Bulletin 10-01) and COUNTY. CONTRACTOR, and its employees and subcontractors, will participate in any COUNTY required Electronic Signature training, adhere to COUNTY policies related to Electronic Signature requirements, and execute and submit electronic signature agreements in the format, frequency, and manner specified by COUNTY.

63. EXTENT OF CONTRACTUAL DOCUMENTS. This Agreement shall consist of this basic document and Exhibits "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," 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 C: Business Associate Agreement
Exhibit D: HCA Code of Conduct
Exhibit E: Quality Management Program
Exhibit F: Contractor's Invoice Procedure
Exhibit G: Certification of Claims
Exhibit H: Debarment and Suspension Certification
Exhibit I: Lobbying Restrictions and Disclosure Certification
Exhibit J: Good Neighbor Policy

- III. Effective with respect to the service period commencing July 1, 2021 through June 30, 2022, new Section 62 (ADDITIONAL REQUIREMENTS) is added to the Agreement to read as follows:

62. ADDITIONAL REQUIREMENTS. In addition to all other requirements set forth in this Agreement, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor of COUNTY under COUNTY's current Intergovernmental Agreement with DHCS for Mental Health treatment services, and any amendments thereafter. The contracts between the COUNTY and DHCS are hereby fully incorporated by reference into this Agreement.

- IV. Effective with respect to the service period commencing July 1, 2021 through June 30, 2022, Exhibit "B" (Payment Terms) of the Agreement is deleted and replaced with new Exhibit "B," attached hereto and incorporated herein by this reference.
- V. Effective with respect to the service period commencing July 1, 2021 through June 30, 2022, Exhibit "D" (Code of Conduct) of the Agreement is deleted and replaced with new Exhibit "D," attached hereto and incorporated herein by this reference.
- VI. Effective with respect to the service period commencing July 1, 2021 through June 30, 2022, Exhibit "J" (Electronic Signature Policy) of the Agreement is deleted and replaced with new Exhibit "J," attached hereto and incorporated herein by this reference.
- VII. Except for the modifications described herein, all other terms and conditions of the Agreement, as amended, shall remain in effect.
- VIII. The parties hereto agree that this First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

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

TELECARE CORPORATION

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Federal Tax Identification #

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 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 "B"

PAYMENT TERMS

- A. In consideration of the services specified in EXHIBIT "A" PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR monthly, in arrears, at the agreed upon provisional rates listed in the table below for operational services. For Short-Doyle/Medi-Cal (SD/MC) units of service, CONTRACTOR shall only be paid for approved SD/MC units of service provided hereunder to COUNTY clients referred by COUNTY. CONTRACTOR's actual cost per unit rate shall not exceed the Mode 05 (SFC 65) contracted unit rate specified below. In the event that CONTRACTOR's census drops below 16 clients due to a decrease in COUNTY referrals, client hospitalization, room cleaning/improvement transition issues, or other issues outside of CONTRACTOR's control, COUNTY agrees to amend the contract to revise the projected Mode 05 (SFC 65) units of service and unit rate. The revised Mode 05 (SFC 65) units of service and unit rate will be calculated based on the CONTRACTOR's actual program costs, which are expected to be reduced if there is a reduction in the program's census, and which shall not exceed the amount specified in Exhibit "B", Section B, below.

Service Category	12 Months		
	Total Ventura County Projected Units	Unit Rate	Projected Cost
Mode 05 (SFC 65)	5,475	\$506.270	\$2,771,828
Board & Care	5,475	\$73.704	\$403,529
Non-Medi-Cal Services	N/A	\$1,948.44 /Month-12 Months	\$23,381
Total Cost			\$3,198,739
Less: SSI Revenue			(\$167,971)
Less: County Paid Expenses			(\$387,243)
Total			\$2,643,525

Notes:

1. VCBH will only reimburse for clients referred by COUNTY.
2. The unit rates above are based upon a COUNTY approved budget submitted by CONTRACTOR for the purpose of this Agreement. Any approved increase to the budget must identify a corresponding decrease to ensure that the contract maximum does not exceed the amount specified in Section B below.
3. The amount of projected units may fluctuate by service category, however, the total projected

payments may not exceed the amount specified in Section B below.

- B. The maximum amount of this Agreement shall not exceed **\$2,643,525** for the term beginning July 1, 2021 through June 30, 2022.

Anticipated Funding Sources:

County Funds/Realignment	\$1,548,950
Short Doyle/Medi-Cal FFP*	\$1,094,575
Contract Maximum	\$2,643,525

*This is only an estimate. SD/MC FFP and MHSA may be higher or lower, and may increase up to the total maximum funding amount of this Agreement.

Notes: CONTRACTOR shall not bill private insurance and Medicare directly as COUNTY will be responsible for directly billing Medicare for services rendered pursuant to this Agreement.

- C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice using CONTRACTOR'S own letterhead or format and a signed Certification of Claims form (Exhibit G) and a printout from COUNTY'S Management Information System of billable services must accompany each monthly invoice. 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. In addition, CONTRACTOR shall submit quarterly financial statements (Profit and Loss). No cost 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 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 (Report #5651) 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 Avatar information management 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, and in accordance with the submitted operational budget, by reference (see Exhibit B, Section A, note 1), for services. All payments and claimed expenses shall be subject to audit and settlement and determined based on actual and allowable costs. COUNTY agrees to settle (not exceeding contract maximum) with CONTRACTOR for allowable program expenses less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance Division. CONTRACTOR shall be liable for any expenses incurred by CONTRACTOR in excess of the contract maximum. If at any time during the term of this Agreement CONTRACTOR's actual and allowable costs are not aligned to Exhibit "B" (Payment Terms) or approved budget, COUNTY may renegotiate the provisional unit of service rate accordingly (not to exceed VCMA rates). Unless otherwise pre-approved by DIRECTOR, COUNTY will reimburse CONTRACTOR for line item increases to salary expenses up to 3%, as long as there is a corresponding decrease to ensure that the budget does not exceed the contract maximum. The detailed budget along

with the background materials and source documents provided by CONTRACTOR to COUNTY is the controlling budgetary document in the event of any dispute. CONTRACTOR shall not make any changes to the budget, unless such changes are approved in advance and in writing by DIRECTOR and, if applicable in accordance with Federal and State requirements. The amount of units may fluctuate by service category, however, in no event shall the maximum amount payable hereunder exceed the maximum contract amount under this Agreement, as specified in Exhibit B, Section B.

- F. 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.
- G. COUNTY will make interim payments to CONTRACTOR in anticipation of receiving sufficient SD/MC to finance the services rendered under this Agreement. Payment will be made on a monthly basis in arrears for units of service delivered at the applicable unit rates specified in the above schedule.
- H. 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, COUNTY shall suspend all payments to CONTRACTOR, unless there is good cause not to suspend payments or to suspend payment only in part.
- I. CONTRACTOR has submitted to COUNTY for its review and consideration a budget that contains estimated billable units of service and revenue for the program in each of the service function codes which are applicable under this Agreement. CONTRACTOR'S budget also provides itemized cost estimates for the units of service. COUNTY will use these estimates as an ongoing monitoring guide and measure of unit productivity, service level expectation, and the ability to achieve outcomes including SD/MC FFP revenue as specified in this Agreement. COUNTY may renegotiate the terms of this Agreement or adjust CONTRACTOR'S claim for reimbursement if CONTRACTOR is unable to maintain a minimum 90% service level requirement and revenue which will be reviewed quarterly by COUNTY.
- J. SD/MC reimbursement provision: For Medi-Cal eligible services COUNTY acknowledges its responsibility to pay CONTRACTOR and incur a certified public expenditure (CPE) prior to COUNTY claiming such services for Medi-Cal reimbursement. With respect to services provided to Medi-Cal beneficiaries under this Agreement, CONTRACTOR shall comply with Medi-Cal State Plan and Medi-Cal Specialty Mental Health Waiver requirements where reimbursement is based on actual allowable costs incurred by CONTRACTOR, CONTRACTOR'S VCMA, or CPE incurred by COUNTY, whichever is lower. 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. The final preliminary settlement shall be based on CONTRACTOR'S actual allowable cost of providing services under this Agreement less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance Division. Administrative costs may not exceed 15% of direct costs.
- K. It is an expectation and condition of this Agreement that if COUNTY pays CONTRACTOR the maximum amount of this Agreement as specified herein, then CONTRACTOR shall produce no less than the specified amount of SD/MC FFP revenue for 100% Medi-Cal eligible services provided under this Agreement. This shall be determined in accordance with the year-end cost settlement. CONTRACTOR shall be required to reimburse COUNTY for an FFP revenue shortfall for which CONTRACTOR is responsible and the associated match (if applicable) to FFP revenue shortfall regardless of the source of the match to FFP. In the event that

CONTRACTOR'S cost is less than the maximum amount of this Agreement, COUNTY may prorate the required amount of SD/MC FFP revenue.

- L. COUNTY shall conduct quarterly reconciliations of Medi-Cal eligible services provided under this Agreement. The quarterly reconciliation will be based upon the actual units of service provided for eligible Medi-Cal beneficiaries as reported by CONTRACTOR and entered into the COUNTY'S Management Information System. COUNTY shall then compare the reported units of service with a projected productivity schedule approved by COUNTY of expected Medi-Cal revenue and units/minutes of service.
- M. 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.
- N. 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 specialty mental health 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)).
- O. 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).
- P. 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 contract.
- Q. SD/MC FFP is not available for any amount 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. 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.

- S. 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.
- T. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "G" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.
- U. Notwithstanding any other provision of this Agreement, SD/MC services provided hereunder by CONTRACTOR under the service function codes identified above, or other SD/MC services as may be approved solely by COUNTY, 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 Specialty Mental Health Services 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.
- V. 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.
- W. 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 and passed-through to CONTRACTOR.
- X. 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 portion of the SD/MC reimbursement – including, but not limited to, any FFP, match to FFP and any amount in excess of the required match to FFP regardless of the source of the match or excess match – paid by COUNTY to CONTRACTOR that is subsequently disallowed through Federal, State, county or any other entity audit(s) or review(s). It is understood by both parties herein, that by paying the provisional rate(s) during the term of this Agreement, COUNTY is paying CONTRACTOR in advance of COUNTY receiving SD/MC FFP reimbursement from the State for eligible services hereunder, and in advance of the year-end cost report settlement process for actual and allowable costs less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance Division.
- Y. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery. 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.

- Z. 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, and cost and revenue production.

EXHIBIT “D”

V_{ENTURA} C_{OUNTY} H_{EALTH} C_{ARE} A_{GENCY}
CODE OF CONDUCT

CODE OF CONDUCT NO 1

VCHCA's employees and agents shall strive to deliver quality, patient-centered health care services

- VCHCA's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCHCA shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCHCA's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care. Patients will be involved in decisions regarding the care that VCHCA delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCHCA and its policies, procedures and charges, and who will provide services on behalf of VCHCA.
- VCHCA employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCHCA solely based on race, gender, religion, creed, color, economic status or source of payment.
- VCHCA's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public or ourselves.

CODE OF CONDUCT NO 2

VCHCA's employees and agents shall comply with all applicable laws and regulations that affect its various businesses

- VCHCA, by and through its employees and agents, shall comply with all applicable laws, regulations, standards and other requirements imposed by any level of government. Without limiting the generality of that statement, employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.

- VCHCA will not pursue any business opportunity that requires engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved by County Counsel and either the Board of Supervisors or the purchasing agent as appropriate.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCHCA will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCHCA shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCHCA shall maintain complete and thorough medical and billing records.
- VCHCA, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations to their manager or supervisor, through the Confidential Compliance Line or to the Compliance Officer.

CODE OF CONDUCT NO 3

VCHCA's employees and agents shall engage in ethical business relationships

- VCHCA seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.

- Employees or agents shall not use or reveal any confidential information concerning VCHCA or use, for personal gain, confidential information obtained as an employee or agent of VCHCA.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to accomplishing and the County's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCHCA.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employee or agent knows of or suspects a practice or incidents that may violated this Code of Conduct, Compliance Guidelines, operational policies, any law or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

CODE OF CONDUCT NO 4

VCHCA's employees and agents shall avoid conflicts of interest or the appearance of an impropriety

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCHCA.
- Employees and agents should avoid any activity that conflicts with the interests of VCHCA or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or may be created, then he or she should consult with management.
- Placing business with any firm in which, there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).

- Employees and agents should not become involved, directly or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict of Interest Code. For example, an employee or agent should not be a director, manager or consultant of a potential competitor, customer or supplier of VCHCA without first disclosing that relationship to management.
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the in the integrity of County government.
- Gifts and benefits to clinicians or referral sources are not appropriate.
- Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report any potential conflicts of interest concerning themselves or their family members to VCHCA in accordance with the Conflict of Interest Code.

CODE OF CONDUCT NO 5

VCHCA's employees and agents shall protect County's property And respect the property rights of others with whom we do business

- All employees and agents are personally responsible and accountable for the proper expenditure of VCHCA funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCHCA's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCHCA or patient resources for personal or improper purposes, or permit to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCHCA's and County's procedures. Unauthorized disposal of property is a misuse of assets.
- Employees and agents have a duty to be productive during the time that is paid for by VCHCA.

- VCHCA equipment is intended to be used only for VCHCA or County business.
- Use of the Internet is for County business. Any misuse will result in disciplinary action in accordance with VCHCA policy. Employees and agents may only use computer systems, networks, and consistent with VCHCA's and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCHCA's or a patient's property is prohibited, including the outright theft of property or of money.
- VCHCA's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of property to their supervisor or through the Confidential Compliance Line.

CODE OF CONDUCT NO 6

VCHCA's employees and agents shall respect each other as human beings and health care professionals

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse or intimidation will not be tolerated.
- Quality patient care can only be delivered using qualified, competent staff. VCHCA will contribute to an employee's or agent's competence by making available continuing job- related education and training (within the limits of its resources).
- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCHCA strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other

verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.

- VCHCA promotes a drug and alcohol free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCHCA shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, procedure, or policy.

EXHIBIT “J”

Good Neighbor Policy

The County of Ventura (“County”) contracts with mental health service providers committed to providing neighborhood-based treatment services for clients. In addition to the standard County contract language, contractors providing services to Ventura County Behavioral Health clients must comply with this Good Neighbor Policy.

Facility and Facility Operations

Each facility shall establish early communication with the affected neighborhoods and communities as a way to (1) identify potential physical impacts on neighborhoods; (2) establish mitigation as necessary; and (3) implement appropriate management practices to minimize neighborhood complaints and encourage consideration of neighbors.

Neighborhood Complaints

Each facility shall develop a written procedure for handling neighborhood complaints to ensure ease of communication to the appropriate regulatory agency.

The neighborhood complaint process must be available on site so that it is readily accessible upon request.

The written procedure must include a contact number for the County liaison.

Staff and Resident Conduct

Staff and residents are expected to conduct themselves in a manner that demonstrates that they are community members.

Staff and residents are encouraged to be considerate of neighbors when outdoors.

Community Service and Involvement

In order to foster good relations between the staff and residents of a residential facility and other members of the community where the facility is located, staff and residents are encouraged to participate in community service activities that would tend to foster good will between the recovery community and their neighborhood.