

**SIXTH AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND
CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES**

This Sixth Amendment to the Organizational Provider Agreement for Early and Periodic Screening, Diagnostic and Treatment (EPSDT) - Medi-Cal specialty mental health care services, (Residential/Campus Treatment), which became effective July 1, 2017, 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 CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES, hereinafter referred to as "CONTRACTOR."

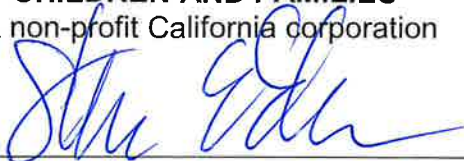
The parties hereby agree that the Agreement is amended as follows:

- I. TERM: This Agreement shall be extended beginning July 1, 2018 through June 30, 2019, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2018-2019.
- II. Effective with respect to the service period commencing July 1, 2018 through June 30, 2019, Exhibit "A" (Program Description) shall be deleted and replaced with the attached.
- III. Effective with respect to the service period commencing July 1, 2018 through June 30, 2019, Exhibit "B" (Payment Terms) shall be deleted and replaced with the attached.
- IV. Except for the modifications described herein, all other terms and conditions of the Agreement, as amended, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates written below.

CONTRACTOR
**CASA PACIFICA CENTERS FOR
CHILDREN AND FAMILIES**
A non-profit California corporation

BY



(authorized signature)

Steven Elson, CEO

(print name and title)

11-30-18

Date

77-0195022

Federal Tax Identification #

COUNTY OF VENTURA

BY



(authorized signature)

Sevet Johnson, PsyD
Behavioral Health Director

(print name and title)

12/14/2018

Date

CONTRACTOR
CASA PACIFICA CENTERS FOR
CHILDREN AND FAMILIES
A non-profit California corporation

BY



(authorized signature)

Sara Fenwall, Director of Finance
(print name and title)

11 | 20 | 18

Date

EXHIBIT "A"

PROGRAM DESCRIPTION

CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and individual client treatment plans. It is understood between COUNTY and CONTRACTOR that COUNTY shall only pay for mental health services provided by CONTRACTOR that were authorized by the COUNTY under this Agreement for youth placed by COUNTY or out of county foster youth only. CONTRACTOR shall provide Specialty Mental Health Services to children younger than 21 years of age who are Early and Period Screening, Diagnostic and Treatment (EPSDT) Medi-Cal beneficiaries. To be eligible for Specialty Mental Health Services, the beneficiary must meet the criteria for "medical necessity" as set out in California Code of Regulations, title 9, sections 1830.205 and 1830.210. Specialty Mental Health Services may include: assessment; individual, group and family therapy; collateral services; rehabilitation; crisis intervention; medication management and case management. CONTRACTOR will be responsible for checking Medi-Cal eligibility of clients on a monthly/regular basis.

While CONTRACTOR is a child-centered treatment facility, focusing on the needs of the individual child, a key component of these services is also contact with the families of our youth. Many of the children entering CONTRACTOR'S facility have families or pieces of families to whom they are connected. When appropriate, it is our goal to work with the family, resource family (or foster family) and the child's network of providers in partnership, and to be an active family service center. CONTRACTOR offers weekly family support programs to compliment family therapy (primarily for youth in the RTC and NPS Programs).

SHORT TERM RESIDENTIAL TREATMENT PROGRAM (STRTP)

CONTRACTOR utilizes a Group Rehabilitation program while continuing to provide a structured, clinical driven program to youth in the residential treatment center. Youth will engage in structured group activities focused on supporting and improving behavior management skills, impulse control, feelings identification and regulation, interpersonal and relationship skills, and helping youth develop an internal locus of control. Through the use of Group Rehabilitation, and informed by their individual treatment goals, youth will identify, learn and rehearse adaptive behavioral responses and will receive individual feedback from qualified staff.

Youth will participate in the structured, therapeutic program when they return from school each day through the early evening. The Group Rehabilitation program is staffed by support counselors, behavioral specialists, recreation therapists, and a group rehabilitation specialist. These staff will provide individual coaching and direct feedback to youth to help them focus on their treatment goals while engaging in adjunctive therapies as well as structured groups (i.e. Aggression Replacement Training, Dialectical Behavior Therapy, or process groups).

The Primary Care Clinic at CONTRACTOR'S facility is responsible for providing medication support services. These services assure that the medical component of

treatment is provided exclusively by medical personnel. This includes medication assessment, consents, prescribing, administering, dispensing, documenting side effects, and monitoring psychotropic medication necessary to reduce symptoms of mental illness. These services are available to all children on psychotropic medication regardless of the program in which they are placed and who meet "medical necessity" criteria. The clinic is certified by the State Department of Health Care Services to provide outpatient medical care to children and adolescents at CONTRACTOR'S facility.

Medication support services are provided 365 days per year, with medications being administered as prescribed by the treating physician. Medical staff consists of a psychiatrist or psychiatric nurse practitioner and round-the-clock nurses who prepare and administer medications. All nurses are LVN's, RN's or psychiatric technicians. In addition to on-campus coverage, a psychiatrist is on-call 24 hours per day, seven days per week. Psychotropic medications are only administered when prescribed by a licensed psychiatrist or psychiatric nurse practitioner and only by medical staff operating out of CONTRACTOR'S primary care medical clinic.

When a child is admitted to CONTRACTOR'S facility on psychotropic medication or needing a psychiatric evaluation, he/she will be evaluated by a psychiatrist or psychiatric nurse practitioner within the first week of admission. After the initial evaluation, children on medication will be seen by the staff psychiatrist or nurse practitioner once per month or as clinically indicated, based on acuity. In addition to regular clinical review, treatment plans and progress in treatment are reviewed monthly for each child, by the treatment team, as well as an independent review team every 6 months.

CONTRACTOR will continue to comply with all applicable requirements associated with medication services, such as obtaining informed consent from the child's parent/guardian, insuring appropriate documentation of medication side effects, child refusals to take medication and incident reporting in the event there is an error in administration. Use of psychotropic medication is reviewed in new staff orientation and training regarding the use of psychotropic medication is offered to non-medical staff yearly.

NONPUBLIC SCHOOL SERVICES

Nonpublic Schools (NPS) are private schools which are certified by the California Department of Education to provide services to special education students using local public district funds. An IEP team will decide that a student cannot get his/her educational needs met on a public school campus. In this case, a nonpublic school may be selected. Mental health related services identified on the students' Individualized Education Program (IEP) and other Medi-Cal mental health services as indicated are provided to students attending this school site by CONTRACTOR staff as per the contractual agreement with Special Education Local Plan Area (SELPA) and the individual school districts. Both students who reside at CONTRACTOR'S facility and those living in the community can attend this NPS.

THERAPEUTIC BEHAVIORAL SERVICES

Therapeutic Behavioral Services (TBS) is a county-wide program providing a one-to-one planned cognitive behavioral intervention for youth at home, school, or within other community settings. The TBS provider acts as a behavioral coach and often works with the entire family and/or school teacher to achieve and maintain the goals specified by the child's clinician and treatment team. Services are time-limited. The short-term nature of the services and discharge planning should be discussed from the start of services and thus a transition plan is created to phase out services once the identified goals have been met. Since TBS is a planned service, providers are not on call for crisis intervention. A safety plan for the child and family must be in place before TBS service begins.

The purpose of the program is to support youth who are at risk of being placed in a residential treatment facility or higher level of care or who are transitioning back home or to the community. Additionally, those children who had a psychiatric hospitalization within the past year, and who are at risk of returning to the hospital or moving to a higher level of care due to the same mental health problem, qualify for TBS services. Recipients of the services must be under 21 years of age, have full-scope Medi-Cal benefits, be currently receiving Specialty Mental Health Services, must meet Mental Health Plan "medical necessity" criteria, and be demonstrating behaviors that place them at risk of hospitalization or placement at an residential treatment facility or higher level of care. All TBS services must be approved by VCBH. CONTRACTOR'S TBS program will continue to comply with all existing Department of Mental Health requirements and VCBH policies and procedures regarding the delivery of TBS services.

CONTRACTOR will strive to offer an initial TBS meeting for TBS referrals within 7 days. Prior to providing TBS services, CONTRACTOR must have the Consent to Information and TBS/IHBS Initial Screening forms with Clinical and UR approval. While an initial TBS meeting can be scheduled, TBS cannot start until TBS is authorized on ISSP. ISSP authorizing TBS services must be provided to TBS provider before Initial TBS meeting can commence.

In Home Behavioral Services (IHBS) is a county-wide program providing intensive in home one-to-one planned cognitive behavioral interventions for dependency children in the child welfare system receiving Pathways to Wellbeing services. When clinically indicated, referral to IHBS services must be made by the treating clinician (in consultation with the Child and Family Team) to the IHBS Clinical Coordinator. Services are mental health rehabilitation services that are skill building, individualized, and strength based designed to address behaviors that interfere with the functioning of the child in the home. The IHBS provider acts as a behavioral coach and often works with both the child and the foster family, and the biological family to achieve and maintain the goals specified by the child's clinician, Treatment Team and the Child and Family Team. Services are for subclass members only and while not time-limited, are anticipated to be short term (approximately nine months). The nature of the services and discharge planning should be discussed from the start of services and thus a transition plan is created to phase out services once the identified goals have been met.

Since IHBS is a planned service, providers are not on call for crisis intervention. A crisis plan for the child and family must be in place before IHBS service begins.

Recipients of the services must be under 21 years of age, have full-scope Medi-Cal benefits, be currently receiving specialty Mental Health Services, must meet Mental Health Plan medical necessity criteria, maybe a member of the subclass and be demonstrating behaviors that interfere with child's functioning in the home. All IHBS services must be approved by VCBH. CONTRACTOR'S IHBS program will continue to comply with all existing Department of Mental Health requirements and policies and procedures of VCBH regarding the delivery of IHBS services.

Urgent IHBS referrals will be expedited and are to be offered an initial IHBS meeting within 3 days of IHBS having received all the necessary paperwork (ISSP with IHBS, Release of Information, and IHBS referral form) to provide services. Urgent referrals are those referrals meeting either one or both of the following criteria:

- 1) A psychiatric hospitalization due to a suicide attempt within the past thirty days.
- 2) Significant behaviors exhibited by the client which are putting either the client or family at risk that cannot be addressed by the clinician.

The IHBS Clinical Coordinator will determine if the referral is urgent based upon the information provided in the IHBS referral, specifically noting the behaviors described. These should be special circumstances.

CONTRACTOR will strive to offer an initial IHBS meeting for routine IHBS referrals within 7 calendar days after receiving all the necessary paperwork (ISSP with IHBS, Release of Information, and IHBS referral form) to provide services.

PARENT CHILD INTERACTIVE THERAPY (PCIT)

PCIT is an evidence-based intervention for many different types of families including adoptive, foster, physically abusive and high-risk families. The program consists of two building blocks: Relationship Enhancement phase and the Positive Discipline phase. During the first phase parents are taught and 'coached' how to decrease negative aspects of the relationship with their children and to develop consistently positive and supportive communication with their children. In the second phase parents are taught specific skills and given the opportunity to practice these skills during structured therapy session. PCIT is for children 2-7 years old and their caregiver. It is effective in decreasing child behavioral problems, improving parenting skills and enhancing the quality of the parent-child relationship. These findings have been found with physically abusive parents and with foster parents. PCIT clinicians act as "coordinator of services" and may provide other mental health services as needed for youth up to 6 months after this specific intervention/therapy is complete. This allows the client and family to complete services with a known provider and ensures continuity of care of the client's mental health needs. CONTRACTOR will accept ALL referrals from the VCBH Child Welfare Subsystem referral process as appropriate.

- A. CONTRACTOR shall communicate with clients' treating COUNTY psychiatrist in cases where COUNTY is providing medication services to referred clients. This

communication is intended to assure coordinated treatment. Preceding each psychiatric visit, especially if there is new clinical information that would be of importance to medication management, CONTRACTOR shall contact the client's treating COUNTY psychiatrist to relay this information. In cases where CONTRACTOR terminates services to a client, CONTRACTOR will immediately inform the VCBH Clinic Administrator of the VCBH clinic where the client is assigned and fax a Discharge Summary for the client.

- B. CONTRACTOR shall have in place written procedures for notifying clients and their families how to access urgent or emergency psychiatric services after hours and on weekends and have messages on voicemail systems, in both English and Spanish, with instructions on how to access these services, including contacting a 24-hour crisis service and calling public emergency 911 systems.
- C. CONTRACTOR shall have in place written procedures for maintaining the confidentiality of client records and other protected health information that meet both State and Federal privacy and confidentiality regulations.
- D. CONTRACTOR shall administer and complete data entry of the mandatory performance measures or any other measures or data as required by COUNTY. As the intervention models are evidenced-based practices, if there is a significant decline in client outcomes, it will be assumed that program fidelity is not being upheld and CONTRACTOR will be responsible to arrange for the retraining of staff as necessary.
- E. CONTRACTOR shall submit to COUNTY the total number of units provided to clients referred through this Agreement by level and service code on a monthly basis along with CONTRACTOR's invoice.
- F. CONTRACTOR shall have in place a written procedure for issuing Notice of Actions to clients when, after the initial assessment, it is determined that they do not meet "medical necessity" qualifications for specialty mental health services. The procedure must comply with both State and Federal time frames and appeal processes.
- G. CONTRACTOR shall attempt to recruit and maintain an adequate number of Spanish-speaking bilingual staff (a minimum goal of 30%) so as to be able to provide services in client and families' primary language.
- H. CONTRACTOR will develop compliance training based on VCBH documentation and billing standards and train all new clinical employees at time of hire and all staff annually. Training must be approved in writing by COUNTY.
- I. CONTRACTOR shall have in place written procedures for notifying COUNTY of any unusual occurrence or adverse events. Such notification should be faxed to COUNTY (VCBH Quality Management) within 24 hours of incident.
- J. CONTRACTOR shall participate in VCBH's quality improvement program as required by COUNTY and develop its own Quality Improvement Program that includes monitoring client satisfaction, utilization and quality of services.

- K. COUNTY and CONTRACTOR agree to meet related to this Agreement, including but not limited to, on an ongoing basis to negotiate any concerns regarding treatment coordination, service unitization and outcomes, documentation and reporting requirements, costs and revenue production.
- L. CONTRACTOR shall provide services to clients according to individual client treatment plans which will be established by COUNTY.
- M. PRESUMPTIVE TRANSFER NOTIFICATION REQUIREMENTS. Within three (3) days of notification from a placing agency of a proposed presumptive transfer of an out-of-county foster child or youth to CONTRACTOR's facility, CONTRACTOR will: (1) notify the COUNTY Quality Management Division of the proposed presumptive transfer and (2) provide the COUNTY Quality Management Division with all pertinent mental health records, screening, and assessment information (as appropriate). All notification and correspondence with the Quality Management Division will be sent to the following email address: QM.UR@ventura.org.

**EXHIBIT B
PAYMENT TERMS**

JULY 1, 2018 through JUNE 30, 2019

CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES

- 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, for approved Short-Doyle/Medi-Cal (SD/MC) units of service provided hereunder to Ventura County Medi-Cal clients at the agreed upon rates for each program as specified in the budget charts below. Payments will be limited to the lesser of program actual costs or program maximum cost, and it is mutually understood that allowable costs are not transferrable between the various programs detailed in the budget charts below. At cost settlement, CONTRACTOR's maximum cost per unit will be limited to the lesser of the actual cost per unit or up to 3% above the approved contract unit rate and shall not exceed the COUNTY interim rate as published by the State. COUNTY shall conduct quarterly interim cost settlements for each program identified below. CONTRACTOR shall submit quarterly interim cost settlement reports by the 30th of the following month ending each quarter, in the format directed by COUNTY. If the total amount COUNTY pays to CONTRACTOR for each program exceeds the quarterly program costs for the same period, COUNTY may waive the settlement for that quarter. The final cost settlement may not exceed contracted program cost and approved unit rate as noted in each program table below. The quarterly interim cost settlement shall follow all terms and conditions as set forth in this Agreement.

STRTP Program			
Service Category	Total Ventura County Projected Units	Contracted Unit Rate (Per Minute)	Total Amount
Case Management Mode15/SFC01-09	135,217	\$2.41	\$325,873
Mental Health Services & Group Rehab Mode15/SFC10-59	536,090	\$3.27	\$1,753,014
Medication Support Mode15/SFC60-69	81,614	\$6.06	\$494,581
Crisis Intervention Mode15/SFC70-79	109	\$4.88	\$532
Total Program Maximum	753,030		\$2,574,000
At final cost settlement, the settlement rate will be limited to the lesser of actual cost per unit or up to 3% above the approved contract rate but may not exceed the COUNTY interim rate as published by the State.			

NPS Program			
Service Category	Total Ventura County Projected Units	Contracted Unit Rate (Per Minute)	Total Amount
Case Management Mode15/SFC01-09	10,083	\$2.45	\$24,703
Mental Health Services Mode15/SFC10-57 & 59	106,223	\$3.32	\$352,661
Medication Support Mode15/SFC60-69	1,160	\$6.15	\$7,134
Crisis Intervention Mode15/SFC70-79	-	-	-
Total Program Maximum	117,466		\$384,498
At final cost settlement, the settlement rate will be limited to the lesser of actual cost per unit or up to 3% above the approved contract rate but may not exceed the COUNTY interim rate as published by the State.			

TBS Program			
Service Category	Total Ventura County Projected Units	Contracted Unit Rate (Per Minute)	Total Amount
Case Management Mode15/SFC01-09	60,814	\$1.75	\$106,425
Mental Health Services Mode15/SFC10-57 & 59	278,000	\$2.37	\$658,860
Therapeutic Behavioral Services Mode15/SFC58	605,365	\$2.37	\$1,434,715
Total Program Maximum	944,179		\$2,200,000
At final cost settlement, the settlement rate will be limited to the lesser of actual cost per unit or up to 3% above the approved contract rate but may not exceed the COUNTY interim rate as published by the State.			

PCIT Program:			
Service Category	Total Ventura County Projected Units	Contracted Unit Rate (Per Minute)	Total Amount
Case Management Mode15/SFC01-09	16,899	\$2.48	\$41,910
Mental Health Services Mode15/SFC10-59	135,932	\$3.37	\$458,090
Total Program Maximum	152,831		\$500,000
At final cost settlement, the settlement rate will be limited to the lesser of actual cost per unit or up to 3% above the approved contract rate but may not exceed the COUNTY interim rate as published by the State.			

- B. The total maximum amount of this Agreement shall not exceed **\$5,658,498**, subject to the terms of this agreement, for the term beginning July 1, 2018 through June 30, 2019.

Anticipated funding sources:

Short Doyle/Medi-Cal FFP*	\$2,708,992
<u>EPSDT/Realignment **</u>	<u>\$2,949,506</u>
Contract Maximum	\$5,658,498

*This is only an estimate. The amount of each Anticipated Funding Source may fluctuate higher or lower, however, the combined total shall not exceed the maximum amount of this Agreement and shall subsequently be reimbursed to County in accordance with the terms of this Agreement.

- C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice within 10 business days after the close of the month in which services were rendered. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made. CONTRACTOR shall submit the following documentation with each monthly invoice:

- **Units of Service Report:** CONTRACTOR shall bill units of service according to the COUNTY's Management Information System of billable services report (provided by COUNTY).
- **Certification of Claims form** (Exhibit "G"): CONTRACTOR hereby acknowledges that all invoices for payment for services rendered shall be in accordance with Exhibit G (Certification of Claims for Payment for Services Rendered).
- **Provider Claiming Tool:** CONTRACTOR shall complete a Monthly Provider Claiming Tool for each discrete program outlined in the approved program budget.
- **Avatar Timely Billing Report by Program** (report #5651): CONTRACTOR shall generate a monthly report CONTRACTOR's Chief Financial Officer, Controller, or highest ranking accounting officer. CONTRACTOR shall ensure that all data is entered in a timely manner in order to produce the most accurate reports. CONTRACTOR's accounting officer's signature on the report indicates that timeliness related to billing will be managed to achieve an average of three days or less from the time of service to the date of entry in the COUNTY's Avatar information management system.

In addition to the above documentation, CONTRACTOR shall provide COUNTY with a weekly STRTP census. CONTRACTOR shall also complete a Semi Annual Provider Claiming Certification that includes actual expenses for the period July 1 through December 31 of current fiscal year and submit as directed by COUNTY. If COUNTY does not receive the required information, COUNTY may withhold future CONTRACTOR reimbursement until all documents are received.

- D. 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) business days. (For purposes of this Agreement, "business days" means weekdays, excluding COUNTY-recognized holidays that fall on a weekday).

Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the CONTRACTOR's budget (see Exhibit B, first paragraph). All payments and claimed expenses shall be subject to audit and settlement based on actual and allowable costs. COUNTY agrees to settle (not exceeding contract maximum) with CONTRACTOR for allowable program expenses. 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. 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. 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 within each program, however, in no event shall the maximum amount payable hereunder exceed the program maximum amount under this Agreement, as specified in Exhibit B.

- E. 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 applicable Medi-Cal State Plan and Medi-Cal Specialty Mental Health Waiver requirements where reimbursement is based on actual allowable cost incurred by CONTRACTOR, CONTRACTOR published charges, or CPE incurred by COUNTY, whichever is lower. The SD/MC reimbursement is composed of Federal Financial Participation (FFP), State Funds (EPSDT/Realignment (AB 1297) and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing SD/MC funding as applicable. The final year-end settlement shall be based on CONTRACTOR's actual allowable costs subject to the budget charts in Exhibit B, Section A of this Agreement, less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance Division, provided such costs do not exceed the program maximum contract amount, as specified in budget charts.
- F. COUNTY shall conduct reconciliations of Medi-Cal eligible services provided under this Agreement. The 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.
- G. 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 prior to performance thereof.
- H. 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.
- I. Notwithstanding any other provision of this Agreement, SD/MC services provided hereunder by CONTRACTOR, 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, the State DHCS Cost Reporting Data Collection Manual, Title 19 of the Social Security Act, Title 22 of the California Code of Regulations,

Section 51516, and policy letters issued by the DHCS, regulations and requirements as specified by DHCS. It is understood that such services will subsequently be billed by COUNTY for SD/MC FFP reimbursement and State General Fund when applicable.

- J. CONTRACTOR shall ensure that all services provided under this Agreement 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.

- K. 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, and 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 CONTRACTOR's actual costs incurred during the term of this Agreement, COUNTY is paying the agreed upon unit rate(s) during the term of this Agreement, COUNTY is reimbursing 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 cost of disallowed units will be deducted from the actual cost based on the cost report.