

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

This Fourth Amendment to the Organizational Provider Agreement for Early and Periodic Screening, Diagnostic and Treatment (EPSDT) - Medi-Cal specialty mental health care services, Transitional Youth Services/Non Minor Dependents (TYS/NMD), 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 "B" (Payment Terms) shall be deleted and replaced with the attached.

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

COUNTY OF VENTURA

BY



(authorized signature)

Steven Elson, CEO

(print name and title)

11-30-18

Date

77-0195022

Federal Tax Identification #

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

Sara Jewell
(authorized signature)

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

11/28/18
Date

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 rate cannot exceed the lesser of the approved maximum contracted unit rate or the COUNTY rate as published by the State for TYS/NMD program. 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. The quarterly interim cost settlement shall follow all terms and conditions as set forth in this Agreement.

TYS/NMD			
Service Category	Total Ventura County Projected Units	Unit Rate (Per Minute)	Total Amount
Case Management Mode15/SFC01-09	55,631	\$2.48	\$137,965
Outpatient Mental Health Services & Group Rehab Mode15/SFC10-59	94,105	\$3.37	\$317,134
Medication Support Mode15/SFC60-69	2,145	\$6.23	\$13,363
Total Program Maximum	151,881		\$468,462
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 maximum amount of this Agreement shall not exceed \$468,462, 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*	\$183,612
EPSDT/Realignment **	\$284,850
Contract Maximum	\$468,462

*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 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.