

**FIRST AMENDMENT
MENTAL HEALTH ORGANIZATIONAL PROVIDER SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
VICTOR TREATMENT CENTERS, INC.
FOR FISCAL YEAR 2018-2019**

This First Amendment to the Mental Health Organizational Provider Services Agreement, dated June 26, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Victor Treatment Centers, Inc., a California for-profit mental health service organization, hereinafter referred to as "PROVIDER," is entered into this 4 day of December, 2018.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a certified Medi-Cal provider to provide children's specialty mental health treatment services to eligible Medi-Cal Beneficiaries residing in Humboldt County; and

WHEREAS, on June 26, 2018, COUNTY and PROVIDER entered into a Mental Health Organizational Provider Services Agreement ("Organizational Provider Agreement") regarding the provision of such services to eligible Medi-Cal Beneficiaries residing in Humboldt County; and

WHEREAS, the parties now desire to amend certain provisions of the Organizational Provider Agreement to include a provision regarding counterpart execution therein and increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. The Organizational Provider Agreement is hereby amended to include the following provision regarding counterpart execution:

10.23 Counterpart Execution:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.


2. The Organizational Provider Agreement is hereby amended to delete Exhibit B – Payment Terms and Conditions ("Exhibit B"), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
3. Except as modified herein, the Organizational Provider Agreement dated June 26, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Organizational Provider Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

VICTOR TREATMENT CENTERS, INC.:


By: 
Name: Douglas Scott
Title: CEO

Date: ^{DS} ~~11/15/18~~
11/15/18

By: 
Name: EDWARD HICKEY
Title: CFO


Date: 11/16/18

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 12/6/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/16/2018

LIST OF EXHIBITS:

Exhibit B – Payment Terms and Conditions

EXHIBIT B
PAYMENT TERMS AND CONDITIONS
Victor Treatment Centers, Inc.
For Fiscal Year 2018-2019

MENTAL HEALTH ORGA

1. RATE OF REIMBURSEMENT:

A. Reimbursement Requirements. COUNTY will reimburse PROVIDER for specialty mental health services rendered to Beneficiaries pursuant to the terms and conditions of this Agreement, if the following requirements are met:

1. The Beneficiary is enrolled in, and eligible for benefits under, the California Medi-Cal, Medi-Cal Managed Health Care Program at the time the claimed services are rendered by PROVIDER.
2. The claimed services are covered under COUNTY's Medi-Cal Managed Health Care Program according to the laws and regulations in effect at that time.
3. The claimed services meet the medical necessity criteria for specialty mental health services set forth in 9 C.C.R. Division 1, Chapter 11.
4. Such services are claimed separately outside of day treatment hours of operation.
5. Claims for reimbursement are submitted to COUNTY in accordance with the Medi-Cal claims processing and documentation standards and procedures set forth in the Organizational Provider Manual, including, without limitation, completion of a daily contact log.

B. Reimbursement Rates. Specialty mental health services provided to Beneficiaries pursuant to the terms and conditions of this Agreement shall be reimbursed at COUNTY's negotiated reimbursement rates in effect for such services.

C. Renegotiation of Reimbursement Rates. COUNTY hereby reserves the right to renegotiate the rates paid to PROVIDER pursuant to the terms and conditions of this Agreement based on the outcome of COUNTY's rate negotiations with DHCS. Any and all renegotiated reimbursement rates shall be documented in writing, and PROVIDER shall be notified thereof in accordance with the notice provisions set forth herein. PROVIDER shall submit to COUNTY written requests for rate changes, as necessary, with a frequency of not more than one (1) time per quarter.

D. Maximum Amount Payable. The maximum amount payable by COUNTY for specialty mental health services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Fourteen Thousand Forty-Three Dollars (\$314,043.00). PROVIDER agrees to perform all specialty mental health services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for specialty mental health services provided to Beneficiaries hereunder, or may terminate this Agreement as provided herein.

E. Additional Services. Any additional services not otherwise provided for herein, shall not be rendered by PROVIDER, or compensated by COUNTY, without prior written authorization from COUNTY. PROVIDER is responsible for tracking the total amount of claims submitted to COUNTY for reimbursement, in order to ascertain that the total amount claimed does not

exceed the maximum payable amount set forth herein. All unauthorized costs and expenses incurred by PROVIDER above the maximum amount payable shall be the responsibility of PROVIDER. PROVIDER shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which PROVIDER estimates that the maximum payable amount will be reached.

F. **Year-End Settlement.** Initial year-end settlement shall occur no later than ninety (90) days after COUNTY has submitted its year-end cost report to DHCS. Initial year-end settlement will be based on COUNTY's negotiated reimbursement rates in effect for the specialty mental health services rendered pursuant to the terms and conditions of this Agreement. However, if the annual Final Cost Report prepared by PROVIDER pursuant to the terms and conditions of this Agreement fails to justify or support such rates, COUNTY reserves the right to negotiate a provisional treatment rate that reflects PROVIDER's actual costs. If it is determined that the cost reported by PROVIDER is less than the actual payments made by COUNTY, PROVIDER shall reimburse COUNTY for the overpayment.

2. **PAYMENTS AND CLAIMS PROCESSING:**

A. **Submission and Payment of Service Claims.** PROVIDER shall obtain and complete any and all applicable claim forms currently used by COUNTY's Mental Health Managed Care Medi-Cal Program for specialty mental health services rendered to Beneficiaries. PROVIDER shall submit completed claim forms, along with any additional information needed to process the claim, to COUNTY within thirty (30) days from the end of the month in which specialty mental health services were provided to Beneficiaries pursuant to the terms and conditions of this Agreement. Payment for specialty mental health services rendered pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days of COUNTY's receipt of complete and uncontested claims submitted within the timelines set forth in the Organizational Provider Manual.

B. **Effect of Non-Payment:** In the event COUNTY cannot, or will not, pay for specialty mental health services provided to Beneficiaries pursuant to the terms and conditions of this Agreement, PROVIDER shall hold harmless all Beneficiaries and the State of California.