

**NAPA COUNTY AGREEMENT NO. 220004B
AMENDMENT NO. 5**

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 220004B is effective as of the 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **PROGRESS FOUNDATION, INC.**, whose mailing address is 1100 Lincoln Ave. #108, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about July 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220004B (hereinafter referred to as "Agreement") for CONTRACTOR to provide mental health services to clients of its Health and Human Services Agency; and

WHEREAS, on or about September 13, 2022, the Parties amended the Agreement to increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof, and replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Financial Reporting); and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A-1 with Exhibit A-2 (Scope of Work), Exhibit B-1 with Exhibit B-2 (Compensation and Financial Reporting), and incorporate an Exhibit D (Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate); and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to increase the contract maximum and replace Exhibit B-2 with Exhibit B-3 (Compensation and Financial Reporting) in order to reflect the contract maximum increase; and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to replace Exhibit B-3 with Exhibit B-4 (Compensation and Financial Reporting) in order to incorporate new language regarding funding; and

WHEREAS, as of the effective date of this Amendment No. 5, the Parties wish to amend the Agreement to increase the contract maximum and replace Exhibit B-4 with Exhibit B-5 (Compensation and Financial Reporting) in order to reflect the contract maximum increase and incorporate updated language.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Million Six Hundred Fifty-Two Thousand Dollars (\$1,652,000.00)** of which **Four Hundred Eighty-Six Thousand Six Hundred Eighty Dollars (\$486,680.00)** is increased by virtue of this Amendment No. 5; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A-2 is hereby replaced with “Exhibit A-3” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “A-2” shall refer to “Exhibit A-3” commencing as of the effective date of this Amendment No. 5.
3. Exhibit B-4 is hereby replaced with “Exhibit B-5” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “B-4” shall refer to “Exhibit B-5” commencing as of the effective date of this Amendment No. 5.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to Napa County Agreement No. 220004B as of the first date written above.

PROGRESS FOUNDATION, INC.

By Steve Fields
STEVE FIELDS, Executive Director

By Swati Kapadia
SWATI KAPADIA, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
AMBER MANFREE
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Jo Ann Iwasaki Parker</i>, Deputy</p> <p>Date: February 11, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-3

SCOPE OF WORK

July 1, 2025 through June 30, 2026

(and each subsequent automatic renewal)

Introduction

CONTRACTOR will operate Progress Place, an 8-bed crisis residential treatment program for the COUNTY's Health and Human Services Agency (HHS). This program is designed to serve as an alternative to psychiatric hospitalization, Psychiatric Hospital Facility (PHF) step downs, and Napa County Detention Center (NCDC) transition referrals. Services are designed to be intensive and of short duration. CONTRACTOR shall utilize a full range of community treatment and social service resources as part of the overall treatment approach.

The crisis residential program operates and is staffed 24 hours per day, 7 days per week. The standard authorized length of stay is 14 days. The actual length of stay will be determined through use of authorization processes defined by COUNTY and close collaboration regarding ongoing verification and documentation of medical necessity for this level of mental health services.

CONTRACTOR shall ensure that the facility maintains certification and provides COUNTY with evidence of (re)certification by the California Department of Healthcare Services (DHCS) as a "Crisis Residential Treatment Service" and licensure by the State Department of Social Services as a "Social Rehabilitation Facility" at required intervals.

CONTRACTOR shall provide said services in CONTRACTOR'S programs as described herein; and locations as described herein.

Target Population

1. Adults age 18 and older in psychiatric crisis without severe organic impairment and without physical disability requiring hospital or significant nursing care.
2. Voluntary.
3. Ambulatory.
4. Lacking those support systems which could counter the need for a higher level of supervised care.
5. Included primary diagnosis for specialty mental health services.
6. Able to participate voluntarily in the Progress Place crisis program activities.
7. All of the above and transitioning out of PHF's.
8. All of the above and transitioning out of NCDC.

Service Location(s)

Progress Place
3133 Laurel Street
Napa, CA 94558

Program Description

Certification as an Organizational Provider: CONTRACTOR shall operate as, and meet all standards required of, an organizational provider defined and regulated in Title 9, Division 1, Chapter 11, CCR. CONTRACTOR shall meet the Department of Health Care Services (DHCS) certification process. DHCS will State-certify CONTRACTOR. CONTRACTOR must also meet the COUNTY Mental Health Plan (MHP)'s certification process to include an onsite review in addition to a review of relevant documentation. At minimum, COUNTY certification requires that CONTRACTOR meets the following standards:

1. Staff providing Specialty Mental Health Transitional Residential services shall possess the necessary license or certification to provide those services. CONTRACTOR certifies that all staff providing services hereunder are qualified to provide the service for which reimbursement is claimed, based upon education, experience and licensure.
CONTRACTOR shall maintain records verifying said qualifications for each service provider providing services under this agreement and documenting the provision of supervised hours as required by the Board of Behavioral Sciences for Associate Marriage and Family Therapists (AMFT), Associate Clinical Social Workers (ASW), or Associate Professional Clinical Counselors (APCC). CONTRACTOR shall provide evidence of said records as requested by COUNTY.
2. Maintain a safe facility.
3. Maintain client records in a manner that meets state and federal standards. All medical record requirements for Specialty Mental Health Transitional Residential services shall be met and/or exceeded.
4. Store and monitor medications in compliance with all applicable state and federal laws and regulations.
5. Meet any additional requirements established by the MHP as part of a credentialing or other evaluation process.
6. Provide for appropriate supervision of staff.
7. Have as head of service a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, Division 1, Chapter 3, Article 8 of the California Code of Regulations.
8. Possess appropriate liability insurance.
9. Have accounting and fiscal practices that are sufficient to comply with its obligations pursuant to CCR Title 9, Division 1, Chapter 11, Section 1840.105.
10. As a condition for reimbursement, CONTRACTOR shall ensure beneficiaries shall receive the same level of services as provided all other clients served.

11. Inform the MHP of any sentinel event or occurrence in which COUNTY'S client receiving services covered under this contract suffers physical injury, emotional trauma, death or serious side-effect which could be attributed as caused in any way by CONTRACTOR. Such events shall be immediately reported to the Napa County Behavioral Health Director and/or his/her designee.
12. CONTRACTOR shall provide culturally and linguistically appropriate services to clients as defined in the Napa County Specialty Mental Health Plan.

Contract Monitoring

COUNTY shall monitor CONTRACTOR's performance under this agreement to ensure the safety of individuals served, the appropriateness of services provided, their efficacy and effectiveness, and to protect against fiscal disallowances.

COUNTY shall designate a contract monitor who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement.

Monitoring Site Visits

This agreement contains provisions related to require objective service documentation standards, adherence to clinical standards of care, served individuals' satisfaction levels, treatment outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one (1) or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with thirty (30) days or more prior written notice of such site visits. This notice shall include:

1. Specific monitoring tool(s) that will be utilized;
2. The preparation required of the CONTRACTOR prior to the monitoring visit. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and,
3. Information to be available for review at the time of the visit, which may include, among other things, client service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased. COUNTY may require the provision of specific information in writing prior to the site visit to expedite monitoring activities.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and, any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

COUNTY shall then finalize and issue its report. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to address those variations. COUNTY will also have such other remedies as are provided under this agreement.

Referral and Admission

Referrals originate from and are authorized by Napa County's Crisis Stabilization Services (CSS) operated by Crestwood and COUNTY Behavioral Health Adult Services Unit for PHF step down and NCDC transition referrals.

Medical Necessity in the Referral and Admission Process

Crestwood's CSS staff and COUNTY Adult Behavioral Health Unit will ensure that referrals made to Progress Place meet criteria for Crisis Residential mental health services at the time of the referral. In the event that both COUNTY and CONTRACTOR staff agree that an individual does not meet criteria but could benefit from a limited amount of Progress Place service, then this referral will follow the normal admission procedures for Progress Place. Both CONTRACTOR and COUNTY staff will clearly document that the referral does not meet criteria and is not billable as a Medi-Cal Specialty Mental Health service.

The intended result of this relationship is that the needs of the community and the mental health system are met: (1) individuals are diverted from hospitalization at the point of crisis for stabilization; (2) individuals' length of stay on inpatient units are shortened; and (3) those imminently at risk of hospitalization are diverted to the program for further treatment.

The close working relationship with the CSS Program and COUNTY Behavioral Health generally results in agreement on which individuals to serve. When it does not, and CONTRACTOR wishes to decline an admission or to discharge of an individual being served a review by COUNTY's Assistant Deputy Director (or designee) shall be requested and completed prior to finalizing this decision. Any denials shall include a review by the COUNTY to determine the reason for the denial.

Intake Process

Individuals appropriately referred to the crisis program are interviewed by CONTRACTOR staff. Assessment information regarding the individual's personal, social, medical and psychiatric history is gathered at this time. If a licensed staff person from the CSSP or COUNTY Behavioral Health has not provided a diagnosis upon referral, CONTRACTOR's staff will

provide licensed staff for the purpose of determining the individual's diagnosis at intake. If it is determined that the referral meets medical necessity criteria (referred to above) and is appropriate for admission, then the individual is accepted into the program. If both CONTRACTOR and COUNTY agree that the individual does not meet admission criteria but requires Progress Place services on a limited basis, then staff will follow the procedure outlined herein.

An initial treatment plan and admission agreements are required. CONTRACTOR shall review the admission agreement with each admitted individual and discuss the following topics: tentative discharge date; agreement to abide by program rules; payment obligations for room, board, and services; and authorization requirements for the transmission of information concerning history, care, and treatment to other providers as necessary for coordination of care purposes.

All relevant information is entered into a medical record, which conforms to documentation regulation standards and the needs of COUNTY and is the responsibility of CONTRACTOR.

Within one (1) business day of the date of admission, CONTRACTOR will complete and submit intake form to COUNTY.

Discharge Planning

Discharge planning begins at the time of admission. The reintegration of the individual with family, close friends, and community supports is a major part of this effort. Although it is primarily the responsibility of the CONTRACTOR, the COUNTY's Behavioral Health Division is expected to continue to take an active role in discharge planning for Progress Place program participants who are case managed. Discharge decisions will also be dependent upon ongoing confirmation and supporting documentation by Progress Place that the individual meets (or does not meet) medical necessity criteria for this level of care, and by determination of the Progress Place Authorization Committee.

CONTRACTOR will continue to work closely with the COUNTY's Adult and Older Adult Services Divisions, including the CSSP, Case Managers, and others in the network, to assure successful resolution of the crisis and return of the individual to a less restrictive environment.

CONTRACTOR will complete and submit a discharge/notification of termination form to COUNTY for each discharge within one (1) business day of date of discharge.

Medi-Cal Service Documentation Requirements

CONTRACTOR shall comply with the most current DHCS CalAIM documentation requirements. CONTRACTOR shall also comply with elements outlined in both COUNTY

Behavioral Health Documentation Manual and COUNTY Behavioral Health policy and procedures related to CalAIM documentation and best practice protocols.

CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY'S use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit or substantiation of claims for payment of services.

Grievance Requirements

CONTRACTOR shall comply with COUNTY's grievance policy and procedure to address any concern or problem voiced by the individual, and to provide individuals with a means to register, and to resolve grievances and appeals. CONTRACTOR shall ensure that the following procedures are followed:

1. When an individual expresses a concern regarding the dissatisfaction of any matter involving a contracted provider which include but are not limited to; the quality of care or services provided, aspects of interpersonal relationships such as rudeness of a provider or employee, failure to respect the member's rights regardless of whether remedial action is requested, and the member's right to dispute an extension of time proposed by the BHP to make an authorization decision. CONTRACTOR shall determine the nature of the concern and, If the concern is easily fixed or poses a risk to others, it should be immediately resolved.
2. For all grievances, provide the individual with the Mental Health Grievance Form for Medi-Cal Eligible Beneficiaries (Grievance Form) and direct them to fill it out and return it to COUNTY's Grievance Coordinator in Quality Management r in the postage paid envelope. Grievances may also be taken verbally either in person or over the phone. CONTRACTOR is responsible for completing the Grievance form for oral grievances received.
3. Provide beneficiaries with reasonable assistance in completing forms and taking procedural steps including, but not limited to, providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.
4. Notify COUNTY's Grievance Coordinator within 24 hours of the next business day via email, fax, or phone that a grievance has been made and provide the details of the grievance. Provide the individual's name, the date and time that the grievance was made and the name and contact information for any staff involved.
5. The COUNTY's Grievance Coordinator is responsible for notifications, acknowledgements, investigations, reporting, and resolutions. The COUNTY may

request evidence of correction or information detailing that an issue has been adequately addressed by CONTRACTOR.

Orientation, Training and Technical Assistance

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract, and (b) conduct the quality management activities called for by the contract.

COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing, COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement. Any requests for technical assistance by CONTRACTOR regarding any part of this agreement shall be directed to the COUNTY's designated contract monitor.

Performance Standards

CONTRACTOR shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include as a minimum, a system for verifying that all services provided and claimed for reimbursement shall meet specialty mental health service definitions and be documented accurately.

In evaluating the records of individuals served under this agreement, COUNTY will evaluate services with reference to applicable contract, state, and federal standards for service delivery and documentation to determine whether they qualify for payment under this agreement.

In the event COUNTY revises any required standards in the course of the contract year, the revised audit tool shall be provided to the CONTRACTOR, along with an explanation of the impact of any changes on the contractor.

COUNTY and CONTRACTOR agree to work collaboratively to develop key service quality indicators and outcomes and identify sources of reliable data to measure them. In addition, attributes and characteristics of persons served and other information needed shall be identified.

CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key

risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least quarterly. CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as quarterly reports on incidents, accidents, and client complaints.

CONTRACTOR will provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this notification and summary to COUNTY in a timely manner.

Program Goal and Objective

Goal: To reduce the utilization of psychiatric inpatient facilities.

Objectives:

Of those individuals admitted to the program, 85% will move to a less restrictive setting at discharge.

Of those individuals admitted to the program 90% will not require inpatient hospitalization during their stay in the program.

Program Reporting

CONTRACTOR will provide data to COUNTY on a semi-annual basis to describe achievement of these objectives. If Performance Objective is not achieved, CONTRACTOR will include a brief explanation of the obstacles that prevented this along with the CONTRACTOR'S plan for addressing those obstacles.

Sentinel Events and Critical Incident Reporting

CONTRACTOR must report all program sentinel events to both COUNTY Behavioral Health Director and Mental Health Provider Services Coordinator within 24 hours of occurring.

1. A Sentinel Event is defined as: death, permanent harm, and severe temporary harm with intervention required to sustain life.

CONTRACTOR must report all program critical incidents to both COUNTY Behavioral Health Provider Services Coordinator within 48 hours of occurring

2. A Critical Incident is defined as: client injuries severe enough to involve and ambulance being called, assaults or violence involving clients, and adverse medication reactions.

CONTRACTOR shall send COUNTY Behavioral Health Provider Services Coordinator copies of Community Care Licensing (CCL) related to both sentinel events and critical incident reports.

CONTRACTOR shall maintain a program policy delineating protocols and procedures for sentinel events and critical incidents.

EXHIBIT B-5
COMPENSATION AND FINANCIAL REPORTING

July 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

1. Compensation

- Total agreement maximum shall not exceed \$1,652,000.00

2. Payment Structure/Rates

- Bed Day Rate/Treatment = \$540.48 per day
- Bed Hold Rate = \$324.29 per day
- Board & Care Rate = \$23.18 per day

Bed Holds

COUNTY shall compensate CONTRACTOR on a fee-for-services basis for services actually provided and documented as defined in Exhibit A. The COUNTY fee-for-service bed day rate for bed holds (defined as beds not occupied by Napa County clients but held for Napa County clients for more than one day) is \$324.29. All bed holds must be authorized by COUNTY's Behavioral Health Division and shall be made through mutual determination by COUNTY's Behavioral Health Division and CONTRACTOR.

Board and Care

COUNTY will reimburse CONTRACTOR for the client's portion of the Board and Care services at the rate of \$23.18 per day.

Clients with Medi-Cal and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all Other Health Coverage (OHC) options prior to submitting claims to COUNTY for Medi-Cal reimbursement. The CONTRACTOR may bill the COUNTY for claims requiring OHC billing and the COUNTY will pre-pay the pending OHC claim. The CONTRACTOR must provide the Explanation of Benefits (EOB) or denial letter along with a copy of the original claim submitted to private insurance within 5 months from the date of service. If the EOB or denial letter is not received by the COUNTY within 5 months from the date of service, the COUNTY will offset the payment for the current period by this pre-paid amount.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal.

It is in the best interest of the client and CONTRACTOR to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC within 90-days from the date of claim submission, CONTRACTOR may presume denial from the OHC and submit a letter stating that no response was received from the OHC, along with a copy of the original claim submitted to the OHC.

The COUNTY makes every attempt to identify eligibility and notify CONTRACTOR if OHC

eligibility exists. As eligibility verification for OHC can be inconsistent, it is also imperative that CONTRACTOR inquire with the client/guardian as to possible OHC and notify the COUNTY if OHC eligibility is discovered.

The COUNTY is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. As able, the COUNTY will assist CONTRACTOR in finding contact information for OHC insurers, but the COUNTY is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

3. Financial Reporting

Payment for program services is dependent upon provision of services and ongoing documentation of Medical Necessity standards for this level of care.

COUNTY shall withhold any payments for mental health services for which documentation of Medical Necessity by CONTRACTOR's Residential staff is not sufficient to claim the share of Medi-Cal.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

4. HSA Billing

A billing unit is defined as one (1) day of service. CONTRACTOR will submit a claim for each day of service by means of an invoice form and an itemized "Residential Mental Health Attendance" form which clearly identifies the dates in which the client was present in the program, received services, and met medical necessity criteria for billing Transitional Crisis Residential Mental Health Services.

5. Electronic Medical Record and Billing Provision

As specified by COUNTY, CONTRACTOR shall update its clinical and fiscal practices at the COUNTY's request where change is necessary to ensure the following:

- a. Correct billing of Medi-Cal services by COUNTY to Short-Doyle/Medi-Cal (SD/MC);
- b. Congruence with COUNTY requirements for documentation, clinical or fiscal; and,
- c. Seamless integration with and use of electronic medical record, the electronic billing system, and other relevant aspects of the COUNTY's electronic software system.

6. Required Submissions

Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include available overall capacity, capacity by classification of services, and availability of services (i.e., 24/7, 5 days/week, 7 days/week, and hours, if applicable). COUNTY may also request estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template and monthly invoice template which correlates to services, capacity utilization tracking, and standardized FTE professional classification fields.

Service Invoices. CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the 15th of each month for all authorized contract services provided in the preceding *month*. CONTRACTOR shall use COUNTY's HHSa billing team service report to review and approve. Upon CONTRACTOR service approval, CONTRACTOR shall submit approved services as an invoice on agency letterhead with total amount due and service month and year to BHInvoices@countyofnapa.org.

Invoices for client board and care and supplemental costs. CONTRACTOR shall submit a separate *Monthly* itemized invoice to BHInvoices@countyofnapa.org for board and care and supplemental costs not covered by a client's SSI/SSA income by the 15th of each month provided in the preceding *month*.

The invoice shall itemize all of the following:

- i. Client name(s)
- ii. Program name
- iii. Description of cost
- iv. Total amount billed for each client cost

Annual Cost Report. CONTRACTOR may be required to submit an annual cost report. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Other Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
3. CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to

Contractor's performance under this Agreement, including, but not limited to, Contractor's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.

4. CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.
5. To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
6. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

Non-compliance with this agreement may lead at any time to withholding of payments and/or a termination of the agreement based on breach of contract.