AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated June 16, 2026 and is between Fresno County Superintendent of Schools (FCSS), a political subdivision of the State of California ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On March 11, 2025, the County and the Contractor entered into Agreement No. 25-092 ("Agreement"), to provide a Multi-Tiered System of Supports model that includes early intervention and clinical treatment services to integrate mental health services with school resources and reduce barriers to access, as amended by County Agreement No. 26-132 effective April 7, 2026.

B. The County and Contractor now desire to further amend the Agreement and revise the modification language of the Agreement, revise the "Fresno County Department of Behavioral Health Scope of Work" to align with Behavioral Health Services Act (BHSA) requirements, update the eligibility criteria for Early Intervention services, consolidate Exhibits A-1 and A-2 into a singular Exhibit, and further revise Revised Exhibit C to align with BHSA requirements, adjust service rates to align with State-issued rate increases and update the maximum compensation funding allocation to no longer be allocated individually between Specialty Mental Health Services (SMHS) and Early Intervention Services (EI).

The parties therefore agree as follows:

1. Section 15.1(B) of the Agreement, located on Page 12, Line 14 through Line 19, is deleted in its entirety and replaced with the following:

> "(B) **Rate Modification.** In addition, changes to service rates on Exhibit C – Attachment A that do not exceed five percent (5%) of the approved rate annually, or that are needed to accommodate state-mandated rate increases, may be made with the written approval of the DBH Director, or designee. These rate changes may not add or alter any other terms or conditions of the Agreement.

Said modifications shall not result in any change to the annual maximum compensation amount payable to Contractor, as stated herein."

2. All references to Exhibit A – 1 and Exhibit A – 2 shall be deemed references to Exhibit A. Exhibit A is attached and incorporated by this reference.

3. All references to Revised Exhibit C shall be deemed references to Exhibit C-I. Exhibit C-I is attached and incorporated by this reference.

4. When both parties have signed this Amendment No. 2, the Agreement, Amendment No. 1 and this Amendment No. 2 together constitute the Agreement.

5. The Contractor represents and warrants to the County that:

a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.

b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

6. The parties agree that this Amendment may be executed by electronic signature as provided in this section.

a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

7. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

8. The Agreement as previously amended and as amended by this Amendment No. 2 is ratified and continued, effective July 1, 2026. All provisions of the Agreement as previously amended and not amended by this Amendment No. 2 remain in full force and effect.

[*SIGNATURE PAGE FOLLOWS*]

\\\

\\\

\\\

The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

Dr. Michelle Cantwell-Copher,
Superintendent

1111 Van Ness Ave
Fresno, CA 93711
Contact/Phone: 559-265-3010

COUNTY OF FRESNO

Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

For accounting use only:

Org No.: 56306700
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCOPE OF WORK

I. PROGRAM NAME

Fresno County Superintendent of Schools – All 4 Youth

II. BACKGROUND

The goal of the All4Youth program is to provide one school-based integrated system of care for behavioral health service needs of youth and families. Services include individual therapy, group therapy, intensive case management, rehabilitation, medication, and other related mental health services. Services are provided at schools, hubs, preschools, homes and community-based settings as needed to improve timely access to Specialty Mental Health Services (SMHS) and improve wellness of students and their families.

Early Intervention is the proactive approach of identifying and addressing behavioral health concerns in their early stages before they escalate into more severe, disabling or chronic conditions. The early intervention framework allows youth early access to evidence-based academic and behavioral practices to address symptoms of SMHS prior to the onset of an SED/SMI or treatment for an SED/SMI.

III. TARGET POPULATION

Services shall be primarily focused on uninsured or Medi-Cal eligible youth ages 0-22, who meet SMHS eligibility criteria as found in: BHIN 26-002 Access Criteria (https://www.dhcs.ca.gov/Documents/BHIN-26-002-Access-Criteria.pdf) and other relevant letters and updates published from time to time by DHCS. The target population shall include persons served who are experiencing SED/SMI

Early Intervention should focus on the following populations:

- Eligible children and youth experiencing homelessness.
- Justice-involved children and youth.
- Child welfare-involved children and youth with a history of trauma.
- Other populations at risk of developing a mental health disorder or condition as specified in subdivision (d) of WIC 14184.402 or substance use disorders.
- Eligible children and youth in populations with identified disparities in behavioral health.

Additionally, services shall be provided to persons served /families in rural/metro areas; persons served /families that have no or limited means of payment for services, persons served /families who have traditionally been reluctant to seek services from traditional mental health settings; persons and/or families who have been inappropriately served or

underserved, and persons served /families who are in danger of homelessness, hospitalizations, out of home placements or removal from the home, and emergency room visits.

IV. DESCRIPTION OF SERVICES

a. Services Start Date:

July 1, 2025

b. Summary of Services

The program can serve uninsurable, Medi-Cal eligible, and dual covered youth (Medi-Cal and Other Health Coverage) ages 0-22, who meet SMHS eligibility criteria as found in: BHIN 26-002 Access Criteria and other relevant letters and updates published from time to time by DHCS. Early Intervention Program services may include services to parents, caregivers, and other family members of the person with symptoms of early onset of a mental illness or early onset of mental illness, as applicable.

Contractor shall provide SMHS that are proven to reduce the duration of untreated serious mental health illnesses and substance use disorders and assist persons served in quickly regaining productive lives.

The concepts of trauma informed, person centered, wellness and recovery shall be embedded in the program through all services and interventions that will focus on the strengths of the family and work toward the goal of enhancing those strengths and self-sufficiency. As the persons served and families advance in the program, they will be able to reach a level of wellness and recovery that should allow them to successfully discharge from the program or move to a lower level of service. When appropriate the contractor shall provide the coordination of transitions to lower levels of care.

Contractor shall assist person served and/or their family with accessing and enrolling in Enhanced Case Management (ECM) services to ensure care coordination and other supports for Medi-Cal beneficiaries.

Relatively low intensity services are appropriate to measurably improve a behavioral health issue or mental health problem from getting worse, thereby avoiding the need for more extensive mental health treatment or services; or to prevent a behavioral health issue, mental health problem, SUD, or co-occurring disorders. If ongoing services or a higher level of care is clinically indicated, linkage to a higher level of care shall be supported. Length of stay in early Intervention services is determined on clinical need and appropriateness.

Contractor shall provide a full array of specialty mental health outpatient treatment services, including but not limited to intensive case management, Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS), rehabilitation, collateral, mental health therapy services, group therapy, crisis services, medication support services, outreach and advocacy services. Services can be delivered in confidential school settings, home, office sites, mobile services, or other community-based

settings. The individual services and supports plan shall be utilized to determine which services and supports are to be provided to each person served/family and shall be created by the person served/family and the treatment team. The individual services and supports plan shall identify the individual's goals and describe the array of services and supports necessary to advance targeted goals based on the person's served needs and preferences and, when appropriate, the needs and preferences of the person's served family.

ICC and IHBS services shall be provided in accordance with State of California MHSUDS IN No. 16-004. Screening for Therapeutic Foster Care (TFC) services, ICC and IHBS shall be completed by Contractor. Services shall be coordinated, comprehensive, and community- based for children and youth with more intensive needs and person served shall receive ICC and IHBS in their own home or in the most homelike setting appropriate to their needs. TFC, ICC and IHBS authorizations shall be sent to DBH's Plan Administration Division.

School staff is sometimes the first to identify barriers within the students' families. All too often, the social and emotional barriers experienced by the family may affect the student's ability to access education and quality mental health services. Contractor staff will collaborate with community-based organizations to ensure that families and children ages 0-22 are linked with appropriate services to support youth and family needs beyond those that exist within the school setting.

Insurance Requirements	**SmartCare Documentation Required**	**Medi-Cal Claimable**	**Limitations**
Dual Covered w/ Medi-Cal	Yes	Yes- with denial, or 90 day non response from private insurance and supporting documentation of a valid claim attempt.	All4Youth Staff shall attempt to link the youth to services through the insurance plan.
Medi-Cal	Yes	Yes	As clinically appropriate.
Uninsured/ Uninsurable	Yes	No	All4Youth staff will assist the family to apply for Medi-Cal/health insurance within 60-days and retroactive as possible; For any families remaining unlinked at after 60-days, a request for extension shall be submitted to DBH. Extensions

			shall not exceed 6-months or one full school year from the date of enrollment.*
Family/ Caregivers	Dependent on the youth	Dependent on the youth	Dependent on the youth.

*The need shall be indicated in the clinical documentation and data to be provided on a monthly basis to DBH. Monthly reporting shall include the specific issues and how they are being addressed by the Contracted Provider.

Early Intervention Services:

i. Focus on childhood trauma early intervention to deal with the early origins of mental health and substance use disorder treatment needs, including strategies focused on.

ii. Focus on strategies to address the needs of individuals at high risk of crisis.

iii. Reducing School suspension, expulsion, referral to an alternative or community school, or failure to complete (inclusive of early childhood zero to five years of age, Transitional Kindergarten (TK)-12, and higher education).

iv. Focus on advancing equity, preventing mental illnesses and substance use disorders from becoming severe and disabling and reducing disparities in behavioral health.

v. May include and are not limited to specialized group systems for students with at risk behaviors and warning signs of mental illness. Group settings assist children and youth with improving behavioral and social skills and increase coping strategies at home, school and other environments while awaiting connection to specialty mental health services.

vi. Early identification screening systems which will be implemented by a mental health clinician or a properly trained school staff to allow for early delivery of timely intervention supports and programs to children, schools, and their families.

vii. Shall address the needs of the target population including for interventions for the 0-5 population.

viii. Shall be designed to mitigate school failure, juvenile justice involvement and mental health crisis by addressing poor social skills and behavior problems that are in the early stages and thus affect the child’s overall mental well-being.

ix. Shall include assessment and linkage to clinically indicated services including and not limited to a higher level of mental health supports, and substance use disorder services.

c. Location of Services:

Services may be provided at school, home, within the community and at following hub sites:

Hubs	Address
Selma	2020 High St., Selma, CA 93622
Fresno	2560 W Shaw Ln St. 104, Fresno, CA 93711
Eastside	4939 E Yale, Fresno, CA 93727

Hub locations and school satellite sites may be adjusted during the term of this agreement by the written approval of the County's DBH Director or designee and Contractor.

Program personnel, such as Clinicians and other mental health staff located at a specific site or hub may serve students/persons served in other hubs/locations as needed. Students/Persons Served located in a specific location/hub may access services in other sites/hubs as needed. Contractor shall work with County's Department of Behavioral Health Director, or designee to ensure a smooth and efficient continuum of care for all students/persons served.

d. Hours of Operation:

Public posted hours differ than actual service hours and are generally Monday through Friday between 7:30 AM to 4:30 PM.

e. Schedule of Services:

Services are available to be provided Monday through Friday between 7:00 AM to 7:00 PM. Service hours are flexible to meet needs of youth and families who are unavailable during standard business hours, including scheduled appointments on Saturdays and Sundays as needed. Access to school sites during summer as needed. Services during summer provided at a location that is best for the person served, as needed.

f. Referral Sources and Referral Process:

Referrals may be received from but not limited to school staff, County contracted providers, DBH staff, self-referral, family member, community member, or any agency member in the community.

Contractor shall provide mental health services (non-urgent services) within 10 business days from first request/referral of services to first appointment. Contractor shall provide psychiatry services within 15 business days from first request/referral to first appointment. Contractor shall provide urgent services within 48 hours. Examples of urgent services includes but is not limited to:

i. Persons served who have been recently discharged from a psychiatric hospital/stabilization unit.

ii. Persons served with severe self-injurious behaviors.

In addition, the location of services shall be within 45 miles or 75 minutes from the student/person's served place of residence. Urgent services may include but are not limited to children and youth recently discharged from psychiatric health facilities, crisis stabilizations units and/or hospital emergency rooms.

g. Evidence-Based Practice(s):

Contractor must utilize trauma informed care (TIC) and other Evidence-Based practices which may include but are not limited to:

i. Trauma Informed-Cognitive Behavior Therapy (TF-CBT)

ii. Cognitive Behavioral Therapy (CBT)

iii. Cognitive Behavioral Therapy for Psychosis (CBTp)

iv. Dialectical Behavior Therapy (DBT)

v. Eye Movement Desensitization and Reprocessing (EMDR)

vi. Motivational Interviewing (MI)

vii. Play Therapy

viii. Infant Mental Health

h. County shall:

i. Assist Contractor to evaluate the needs of each person served on an ongoing basis to ensure that the level of care they are receiving is clinically appropriate.

ii. Provide oversight, through County's DBH Director, or designee, and collaborate with Contractor and other County Departments and community agencies to help achieve State program goals and outcomes. In addition to Agreement monitoring of program(s), oversight includes, but not limited to, coordination with the California Department of Healthcare Services (DHCS) or other appropriate state of federal agency in regard to program administration and outcomes.

iii. Assist the Contractor in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.

iv. Participate in evaluating the progress of the overall program and the efficiency of collaboration with Contractor's staff and will be available to the Contractor for ongoing consultation.

v. Gather required outcome information from Contractor throughout each term of this Agreement.

County DBH staff shall notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, person served and staff interviews, chart reviews, and other methods of obtaining required information and data.

vi. Assist the Contractor's efforts towards cultural and linguistic competency by providing the following to Contractor:

1. Technical assistance and training regarding cultural responsivity requirements.

2. Mandatory cultural responsiveness training for Contractor personnel, at minimum once per year.

3. Technical assistance for translating information into County's current threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of the Contractor.

V. STAFFING

a. Staffing/Person Served Ratio:

Suggested case load size is a minimum of 1:30.

b. Staffing Plan

Staffing shall be appropriate to adequately deliver specialty mental health services to the target population (Medi-Cal eligible persons and/their families with SED or SMI). Staffing shall include the following classifications: licensed or registered associate therapist, case managers, peer support specialists, student interns and/or licensed prescribers. Staffing shall consider the linguistic and cultural needs of the community when recruiting for all positions as well as personal and professional experiences.

Staff shall possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations.

Contractor shall obtain, maintain, and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, and orders in its operations including compliance with all applicable safety and health requirements as to the contractor's employees. Clinical staff shall obtain, maintain and comply with all regulations as set forth by the Board of Behavioral Sciences (BBS).

Staff must comply with and maintain professional competencies in their fields of expertise. To ensure competency, the credentialing process is required for all new and current licensed providers. Credentialing Committee approval of contractors

licensed staff is necessary before service delivery. Contractor will be required to submit related documents to the County's Planned Administration Division for review by the Department of Behavioral Health's Credentialing Committee. Contractor will define their protocol for ensuring the Fresno County credentialing process is adhered to.

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
FINANCIAL TERMS AND CONDITIONS

This Exhibit sets forth the financial terms and conditions, including compensation, invoicing, billing, audits, and other fiscal requirements, and is incorporated into the Specialty Mental Health Services (SMHS) Agreement between County and Contractor. County shall ensure timely and accurate compensation for services delivered and fulfill all responsibilities associated with funding sources under this Agreement.

I. Compensation

County shall compensate Contractor for services rendered under this Agreement, subject to the limitations and conditions herein. Compensation under this Agreement shall be paid only for services performed in accordance with its terms, while the Agreement is in effect, and subject to the amounts stated in this section. County employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

a. Total Maximum Compensation

In no event shall total compensation payable to Contractor for all services provided under this Agreement exceed One Hundred Eighty-Eight Million Two Hundred Fifteen Thousand Two Hundred Twenty-Five and No/100 Dollars ($188,215,225.00), during the entire term of this Agreement.

The maximum compensation may be increased only through a written amendment, contingent on the availability of sufficient funds.

i. Illustrative Table

Fiscal Year (FY)	SMHS Maximum FY Compensation	EI Maximum FY Compensation	BHSA EI Maximum FY Compensation	Total FY Maximum Compensation
FY 2025–26	$35,643,045.00	$2,000,000.00	$0.00	$37,643,045.00
FY 2026–27	$0	$0	$37,643,045.00	$37,643,045.00
FY 2027–28	$0	$0	$37,643,045.00	$37,643,045.00
FY 2028–29	$0	$0	$37,643,045.00	$37,643,045.00
FY 2029–30	$0	$0	$37,643,045.00	$37,643,045.00
Total				**$188,215,225.00**

b. Maximum Compensation for SMHS

For each fiscal year covered by this Agreement, the maximum compensation payable to Contractor shall be as follows:

July 1, 2025 – June 30, 2026: Thirty-Five Million Six Hundred Forty-Three Thousand Forty-Five and No/100 Dollars ($35,643,045.00)

This amount is not guaranteed and shall be paid only for approved services rendered and claims submitted and approved through the Electronic Health Record (EHR).

c. Maximum Compensation for EI

For each fiscal year covered by this Agreement, the maximum compensation payable to Contractor shall be as follows:

July 1, 2025 – June 30, 2026: Two Million and No/100 Dollars ($2,000,000.00)

This amount is not guaranteed and shall be paid only for approved services rendered and claims submitted and approved through the Electronic Health Record (EHR).

d. Maximum Compensation for BHSA-EI

For each fiscal year covered by this Agreement, the maximum compensation payable to Contractor shall be as follows:

July 1, 2026 – June 30, 2027: Thirty-Seven Million Six Hundred Forty-Three Thousand Forty-Five and No/100 Dollars ($37,643,045.00)

July 1, 2027 – June 30, 2028: Thirty-Seven Million Six Hundred Forty-Three Thousand Forty-Five and No/100 Dollars ($37,643,045.00)

July 1, 2028 – June 30, 2029: Thirty-Seven Million Six Hundred Forty-Three Thousand Forty-Five and No/100 Dollars ($37,643,045.00)

July 1, 2029 – June 30, 2030: Thirty-Seven Million Six Hundred Forty-Three Thousand Forty-Five and No/100 Dollars ($37,643,045.00)

This amount is not guaranteed and shall be paid only for approved services rendered and claims submitted and approved through the Electronic Health Record (EHR).

II. Performance Incentives for SMHS Fee-For-Service

Contractor may be eligible to receive performance-based incentives intended to encourage program growth, enhance service delivery, and improve overall wellness outcomes in unserved and underserved communities. The determination of eligibility and the calculation of such incentives shall be at the discretion of County's DBH Director or designee and governed by the following conditions:

a. Eligibility

i. Incentives shall be available only after the completion of two full fiscal years under this Agreement for Contractors providing SMHS reimbursed under County's Fee-for-Service structure.

ii. A baseline cannot be established using partial fiscal year data; therefore, eligibility requires two consecutive complete fiscal years of performance data.

iii. Contractors entering this Agreement after the initial contract fiscal year shall become eligible upon completion of two consecutive fiscal years under this Agreement.

b. Performance Baseline

i. The initial performance baseline shall be established based on the Contractor's State-approved claimed dollar amount for services performed, claimed, and approved by the State in fiscal year one (1), as recorded by County.

ii. This baseline shall be adjusted for any subsequent State rate changes to finalize the performance baseline for fiscal year two (2).

c. Incentive Calculation

i. Upon completion of fiscal year two (2), if Contractor exceeds the established performance baseline, Contractor shall be eligible for an incentive payment equal to eight percent (8%) of the Medi-Cal reimbursements generated above the baseline amount.

d. Annual Adjustments

i. Each subsequent fiscal year's performance baseline shall be adjusted annually to the higher of:

1. The prior fiscal year's actual State-approved claimed amount plus any State rate increases; or
2. The previously established performance baseline amount plus

any State rate increases.

ii. Under no circumstances shall the performance baseline decrease from one fiscal year to the next.

e. Illustrative Table

The table below provides an example of annual baseline adjustments. This table is for reference only and is not binding. Actual details will be finalized between both parties at the conclusion of fiscal year one (1).

Fiscal Year	Prior Baseline (Before Adjustment)	State Rate Adjustment	New Performance Baseline (After Adjustment)	Actual Claimed Amount	Amount Above Baseline	Performance Incentive (8%)
Year 1	N/A	N/A	N/A	$500,000	$0	$0
Year 2	$500,000	+3%	$515,000	$550,000	$35,000	$2,800
Year 3	$550,000	+2%	$561,000	$520,000	$0	$0
Year 4	$561,000	+2%	$572,220	$600,000	$27,780	$2,222
Year 5	$600,000	+2%	$612,000	$650,000	$38,000	$3,040

Contractor must be in satisfactory standing with all performance outcomes and reporting requirements under this Agreement prior to receiving any performance-based incentive payment. All required reports must be submitted in full and on time. Failure to meet these requirements may result in County's DBH Director or designee, at their sole discretion, deeming Contractor ineligible for performance incentives or withhold payments until compliance is achieved.

County will calculate and provide written notification of any incentive award within ninety (90) calendar days after all State-approved claimed services for the targeted fiscal year have been received and recorded by County, or within nine (9) months following the end of the targeted fiscal year, whichever is later. Payment of any approved incentive will be made within forty-five (45) days after final approval.

Payment of performance incentives is contingent upon compliance with all applicable regulations and the availability of funds.

III. Rate Categories for Fee-For-Service

The program service components provided by the Contractor under this Agreement shall be reimbursed in accordance with the rate schedule set forth in Exhibit C – Attachment

A, which is incorporated herein by reference and made part of this Agreement. Services shall be categorized as Clinic-Site Based, and the Contractor shall be compensated according to the applicable rate schedule specified in Exhibit C – Attachment A.

a. Clinic-Site Based:

Clinic-Site programs are defined as programs that provide less than fifty percent (50%) of services in the field. For purposes of this calculation, only billable services will be considered. “In the field” refers to services that do not occur through telehealth and do not occur at designated sites where Contractor is afforded regular access. Designated sites shall be identified by Contractor and approved in writing by County’s DBH Director or designee. County retains the sole discretion to classify a program as Clinic-Site Based.

For the purposes of this Agreement, Clinic-Site Based locations are defined as the following SmartCare (EHR) Locations (CMS Places of Service):

i. Office
ii. Telehealth Provided Other than in Persons Served Home
iii. Telehealth Provided in Patient’s Home
iv. Any location where the mode of delivery is Video Conference, Telephone, or Written communication

These locations will be used to calculate the ratio of Clinic-Site Based to Field Based services.

b. Field Based:

Field Based programs are defined as programs that provide more than fifty percent (50%) of services in the field. “In the field” refers to services that do not occur through telehealth and do not occur at designated sites where the Contractor is afforded regular access. The County retains sole discretion to classify a program as Field-Based.

During the term of this Agreement, Contractor may submit a written proposal to County requesting compensation under the Field-Based reimbursement rate category. Such proposals must be submitted at least ninety (90) calendar days prior to the start of each new fiscal year. County shall provide a written decision prior to the start of the next fiscal year. If approved, County’s DBH Director or designee will issue a rate change notification in accordance with the modification provisions of this Agreement, and Contractor’s performance will be monitored for compliance with Field-Based service delivery requirements as outlined above.

If Contractor is deemed eligible to receive compensation at the Field-Based reimbursement rates and subsequently fails to meet the Field-Based service delivery requirements, Contractor shall be subject to recoupment of payments at the sole discretion of County's DBH Director or designee, upon written notice.

County shall complete Field-Based service delivery analysis and any recoupment reconciliation within ninety (90) calendar days following the end of the targeted quarter, or within ninety (90) calendar days after all billable services for that quarter have been entered into in the EHR by the Contractor, whichever is later. The recoupment amount shall equal the difference between payments made to Contractor during the targeted quarter and the amount recalculated at the respective fiscal year's Clinic-Site Based rate schedule, after applying any claiming adjustments. County shall provide written notice to Contractor of the analysis results and, if applicable, process the recoupment in accordance with the terms and conditions of this Agreement.

County shall monitor Contractor on an ongoing basis and analyze data to ensure the accuracy of assigned rate categories. County retains authority to reassign rate categories as necessary and will provide written notice of any such changes in accordance with the modification provisions outlined in Article 15 of this Agreement. Contractor may appeal the category reassignment in writing within thirty (30) calendar days of receiving written notice. If no appeal is submitted within this timeframe, the reassignment will stand.

IV. Invoices

County shall process and pay Contractor's invoices for services rendered under this Agreement, subject to the limitations and conditions herein. Payment under this Agreement shall be made only for invoices submitted in accordance with its terms, while the Agreement is in effect, and subject to the deadlines and requirements stated in this section. County employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

a. Definition of Acceptable

Invoice Definition

An Acceptable Invoice is a complete, itemized invoice submitted in accordance with the submission requirements set forth in Section IV(b) of this Exhibit. Each invoice shall include, at a minimum:

i. Contractor's legal name and remit-to address;

ii. Invoice number and date;

iii. Contract or Purchase Order (PO) number;
iv. Service period, including start and end dates;
v. Itemized description of services, including units, rates, and applicable codes;
vi. Total amount due, reflecting any credits or adjustments; and
vii. County department or cost center, if applicable.

b. Invoice Submission Deadlines

Contractor shall comply with the following requirements for invoice submission and processing:

i. Monthly Submission
   1. Contractor shall use best efforts to submit monthly invoices, in arrears, by the fifteenth (15th) calendar day of each month.
   2. Invoices shall be submitted in the format prescribed by County. This timeline is intended to facilitate prompt processing and does not supersede the final submission deadline specified below.

ii. Submission Method

All invoices shall be submitted electronically to the following recipients:

3. dbhinvoicereview@fresnocountyca.gov
4. dbh-invoices@fresnocountyca.gov
5. County's assigned DBH Staff Analyst

iii. Illustrative Table

The table below provides an example of FY 2026-2027 invoice deadlines.

Service Month	Target Submission	Initial Invoice Deadline	Supplemental*/ OHC Deadline
Jul 2026	Aug 15, 2026	Sep 29, 2026	Nov 28, 2026
Aug 2026	Sep 15, 2026	Oct 30, 2026	Dec 29, 2026
Sep 2026	Oct 15, 2026	Nov 29, 2026	Jan 28, 2027
Oct 2026	Nov 15, 2026	Dec 30, 2026	Feb 28, 2027
Nov 2026	Dec 15, 2026	Jan 29, 2027	Mar 30, 2027
Dec 2026	Jan 15, 2027	Mar 01, 2027	Apr 30, 2027
Jan 2027	Feb 15, 2027	Apr 01, 2027	May 31, 2027
Feb 2027	Mar 15, 2027	Apr 29, 2027	Jun 28, 2027
Mar 2027	Apr 15, 2027	May 30, 2027	Jul 29, 2027
Apr 2027	May 15, 2027	Jun 29, 2027	Aug 28, 2027

May 2027	Jun 15, 2027	Jul 30, 2027	Supplemental – Aug 29, 2027 OHC – Sep 28, 2027
June 2027	Jul 15, 2027	Aug 29, 2027	Supplemental – Aug 29, 2027 OHC – Oct 28, 2027

*Supplemental allowed if initial invoice submission is timely

c. Invoice Review and Withholding

At the discretion of County, if an invoice is found to be incorrect or is otherwise not in proper form or substance, County may withhold payment for only the portion of the invoice deemed incorrect or improper. Prior to withholding payment, County shall provide Contractor with at least five (5) calendar days' written notice. Contractor shall continue providing services for up to ninety (90) calendar days after receiving notice of the invoice issue while resolution efforts are ongoing. If the invoice remains unresolved to County's satisfaction after the ninety
(90) day period, County may elect to terminate this Agreement, in accordance with the termination provisions outlined in Article 6.

If County fails to provide notice of an incorrect or improper invoice and this results in delay in reimbursement, Contractor may initiate the escalation process through County's DBH Finance Division's Invoice Review Team. This process may include escalation to the DBH Finance Division Manager and ultimately County's DBH Director or designee to ensure timely reimbursement.

If County withholds any portion of an invoice due to incorrect or improper form or substance, Contractor shall resolve the issue and communicate any delays in resolution to County's DBH Finance Division Manager within ninety (90) calendar days of receiving notice of the withholding. Failure to resolve or communicate within this timeframe may result in the withholding being deemed final and non-payable at the sole discretion of County.

Contractor shall submit all initial invoices for services rendered within a given calendar month no later than sixty (60) calendar days following the end of the month in which services are provided. Invoices submitted after this 60-day period may be rejected and not processed for payment.

If the initial invoice is submitted within the required timeframe, supplemental or revised invoices may be submitted within one hundred twenty (120) calendar days following the end of the month in which services were provided. Supplemental invoices will not be accepted if the initial invoice is not submitted timely.

All billing related to Other Health Coverage (OHC) must be submitted within one hundred twenty (120) calendar days following the month in which services were provided.

The County shall not process or pay any invoices submitted more than sixty (60) calendar days after the end of the fiscal year in which the services were performed, except for claims related to Other Health Coverage (OHC), which must be submitted within one hundred twenty (120) calendar days following the month in which services were provided.

d. Fee-For-Service Invoice Calculation

Invoices for specialty mental health services shall be calculated based on the units of time associated with each CPT or HCPCS code entered into the County billing system, multiplied by the practitioner service rates specified in Exhibit C – Attachment A.

Services pending determination from Medicare, OHC, or any other third-party payers shall not be reimbursed until Explanation of Benefits (EOB) is processed and any remaining balance is transferred to Medi-Cal or other applicable coverage, in accordance with this Agreement's funding requirements.

Notwithstanding the foregoing, County may, at its sole discretion, authorize payment for services provided to individuals with OHC when such services are not fully covered by the primary payer. This discretionary payment shall only apply to the remaining balance after all applicable third-party reimbursements have been applied and upon receipt of the EOB, unless DBH expressly approves earlier payment in writing. Such approval shall be documented and remain subject to all funding requirements under this Agreement.

County payments are provisional and subject to adjustment upon completion of all cost settlement and reconciliation activities. Adjustments, including recoupments, shall be made in accordance with this Agreement. County shall provide written notice of any adjustments. Final settlement will be based on audit findings and compliance with all applicable regulations.

Revenue reporting requirements are outlined in Section VII(f) (Financial Compliance and Enforcement).

e. Corrective Action Plans

Contractor shall enter all services into the County EHR and submit invoices in accordance with the deadlines and requirements specified in this Agreement, ensuring accuracy and completeness of all information.

Failure to comply with these requirements may result in the implementation of a corrective action plan at the discretion of the County. Corrective action plans may include, but are not limited to, financial penalties or termination of this Agreement in accordance with the termination provisions outlined in Article 6.

f. Payment

County shall make payment to Contractor in arrears for services provided during the preceding month, within forty-five (45) calendar days after receipt, verification, and approval of the invoice by County.

Payments shall be made upon certification or other proof satisfactory to County that services have been performed or actual expenditures incurred in accordance with this Agreement. Any compensation not expended by Contractor pursuant to this Agreement shall automatically revert to County.

i. Incidental Expenses

Contractor shall be solely responsible for all costs and expenses not identified as reimbursable by County under this Agreement. Such costs include, but not limited to, administrative overhead, travel, and other incidental expenses.

g. Applicable Fees

Contractor shall not charge any person served or third-party payers for services provided under this Agreement unless expressly directed to do so by County at the time of referral. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.

Contractor shall perform eligibility and financial determinations in accordance with DHCS' Uniform Method of Determining Ability to Pay (UMDAP), as outlined in BHIN 98-13 (available at dhcs.ca.gov), unless directed otherwise by County.

Contractor shall not submit claims to, or demand or collect reimbursement from, persons served or their representatives for specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments, as permitted under California Code of Regulations, Title 9, §1810.365(c).

Under no circumstances shall Contractor bill persons served for covered services any amount greater than would be owed if the County provided the services directly. Contractor shall comply with all applicable requirements, including 42 C.F.R. § 438.106.

h. Claiming Responsibilities for SMHS

Contractor shall enter all claims data into the County's EHR using the California Mental Health Services Authority (CalMHSA) Smart Care Procedure Codes (available at https://2023.calmhsa.org/procedure-code-definitions/) by the fifteenth (15th) calendar day of each month for services rendered in the previous month. County's EHR system will convert

these codes to Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, in accordance with the DHCS Billing Manual (available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx), as amended from time to time.

All claims shall be accurate, complete, and error-free, and must include all required information. Contractor is responsible for monitoring and correcting any errors within thirty (30) calendar days from the date of service to ensure timely payment. County will monitor service volume, billing amounts, and service types entered into the EHR. Any audit exceptions resulting from Contractor' reporting shall be the sole responsibility of Contractor.

Contractor shall provide all necessary data to enable County to bill Medi-Cal and meet State and Federal reporting requirements. Data may be provided through direct EHR entry, electronic file submission compatible with County systems, or system integration. Contractor shall maximize Federal Financial Participation (FFP) by claiming all eligible Medi-Cal services and correcting denied claims for resubmission.

Contractor is responsible for billing all SMHS for persons served with OHC and/or Medicare. For individuals with OHC and/or Medicare, Contractor shall bill the carrier and obtain payment or denial, or validate non-response after ninety (90) calendar days from claim submission. Contractor must report all third-party collections monthly and submit copies of EOBs or CMS 1500 forms to: DBHAccountsReceivable@fresnocountyca.gov. EOBs shall be submitted in batches by service month, with email subject lines including Contractor Name, Program Name, and Payment or Denial status.

V. Recoupments and Audits Requirements

a. Recoupment Process

County shall recapture from Contractor the value of any services or expenditures determined to be ineligible based on County or State monitoring results. County may enter into a repayment agreement with Contractor for up to twelve (12) months, with the option to extend to a total of twenty-four (24) months at County discretion. Repayment agreements require written approval by County. County may offset repayment amounts against future invoices or recoup all funds immediately. These remedies are not exclusive, and County may pursue other means of recovery.

Contractor shall be financially liable for all disallowances or audit exceptions identified through State audits, County utilization reviews, or other oversight processes. Disallowed amounts must be remitted within forty-five (45) calendar days or will be withheld from subsequent payments. Contractor shall not receive reimbursement for any services

disallowed or denied by County or State review processes.

County will conduct periodic audits to verify clinical documentation, validate costs invoiced under cost reimbursement agreements, and ensure compliance with applicable regulations. Audits may require Contractor to reimburse County for previously paid services under circumstances including, but not limited to:

i. Fraud, Waste, or Abuse as defined in federal regulations.
ii. Overpayment due to errors in claiming or documentation
iii. Other reasons specified by DHCS in the SMHS Reasons for Recoupment guidance.

Contractor shall reimburse County for all overpayments identified by any oversight entity within required timeframes. Funds owed must be paid within forty-five (45) calendar days of notification or will be offset against future payments.

b. Audit Requirements

The following requirements apply to all audits and reviews conducted under this Agreement.

Contractor is responsible for ensuring the accuracy of all claims submitted, including proper documentation, coding, and compliance with SMHS standards. Contractor shall maintain confidentiality of all records in accordance with HIPAA and applicable State and Federal laws.

Contractor shall cooperate fully with County, DHCS, or other regulatory bodies in any audit or review, including providing access to records, documents, and facilities. Contractor shall allow inspection and audit for ten (10) years following the Agreement's end date or until any audit or investigation is resolved, whichever is later, pursuant to 42 C.F.R. §§ 438.3(h) and 438.230(i)(3)(i-iii).

c. Single Audit Clause

If Contractor expends One Million Dollars ($1,000,000.00) or more in Federal or Federal flow-through funds in any fiscal year, Contractor shall conduct an annual audit in accordance with the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR
200. The audit report and management letter shall be submitted to County within nine (9) months of the fiscal year end. The audit must include either a statement of findings or a statement that no findings were identified. If findings exist, Contractor shall provide a corrective action plan signed by an authorized representative and take prompt action to address any material non-compliance or weakness.

Failure to perform the required audit may result in County conducting the audit or contracting with a public accountant to perform the audit at Contractor's expense. Audit costs related to this Agreement are the sole responsibility of Contractor.

If Contractor's Federal expenditures do not meet the Single Audit Clause threshold, Contractor shall perform a program audit and submit to County within nine (9) months of the fiscal year end. The program audit must attest to Contractor's financial solvency and compliance with Agreement requirements.

Contractor shall make all records and accounts available for inspection by County, the State, the Controller General of the United States, the Federal Grantor Agency, or their authorized representatives at all reasonable times for a period of at least three (3) years following the final payment under this Agreement or until all pending matters are resolved, whichever is later.

d. Audit Requirements for Pass-Through Entities

If County determines that Contractor is a "subrecipient" or pass-through entity as defined in 2 C.F.R. § 200, Contractor shall comply with all applicable cost principles, administrative requirements, and audit standards, including those governing claims for payment or reimbursement.

Financial audit reports must include a separate schedule identifying all funds received from or passed through the County. This schedule shall specify the Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DBH Director or designee. The County's Director or designee is responsible for providing the audit report to the County Auditor.

Contractor shall submit the financial audit report, including all attachments, the management letter, and any corresponding response to County within six (6) months of the end of the audit year. The County will forward the report to the County Auditor.

Any required corrective action plan must be submitted to County at the same time as the audit report or as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

VI. County-Owned Property Requirements

This section shall only apply to the program components and services provided under Cost Reimbursement. County and Contractor recognize that fixed assets are tangible and intangible property obtained or controlled under County for use in operational capacity and will benefit County for a period more than one (1) year.

a. Agreement Assets

Assets shall be tracked on an agreement-by-agreement basis. Unless otherwise permitted by the funding source, all assets shall fall under the "Equipment" category. Items of a sensitive nature, including those containing HIPAA Protected Health Information (PHI), must be purchased and allocated to a single Agreement. Examples of assets include, but are not limited to:

i. Computers (desktops and laptops);
ii. Copiers, cell phones, tablets, and other devices with any HIPAA data;
iii. Modular furniture;
iv. Land;
v. Any items over $5,000;
vi. Items of $500 or more with a lifespan of at least two (2) years (e.g., televisions, washers/dryers, printers, digital cameras, other equipment/furniture).

Contractor shall maintain an asset tracking system that includes, at a minimum:

i. Asset description and unique identifier (e.g., serial number);
ii. Acquisition date and cost;
iii. Quantity and location or assigned user;
iv. Source of grant funding (if applicable);
v. The disposition date and method (surplus, transfer, destruction, loss).

b. Retention and Maintenance

All assets shall remain County property upon expiration of this Agreement. Contractor shall participate in annual inventory and ensure return of all County-owned, undepreciated assets or reimburse County for their monetary value if unable to return them. Contractor shall:

i. Maintain equipment in good working order, normal wear and tear excepted;
ii. Label equipment with County-assigned program number and maintain inventory list as required;

Report loss or theft immediately in writing and provide a police report for stolen items.

c. Equipment Purchase

Any equipment purchased with funds under this Agreement requires prior written approval from County. Purchases must directly relate to services under this Agreement. County may deny reimbursement for unauthorized purchases.

d. Modification of Assets

Contractor must obtain prior written approval from County for any modification or change in use of property acquired or improved with Agreement funds. If such property is sold or used for non-qualifying purposes, Contractor shall reimburse County for its current fair market value, less any portion funded by non-County sources. These requirements remain in effect for the life of the property unless relieved by State action.

VII. Additional Compliance and Reporting Requirements

Contractor acknowledges and agrees that its obligations under this Agreement are subject to all applicable local, State, and Federal laws and regulations, including but not limited to those governing Medi-Cal, HIPAA, and the False Claims Act.

a. Notification of Changes

Contractor shall provide written notice to County of any material change affecting the performance of this Agreement, including but not limited to:

i. Organizational Changes

Changes in organizational name, Head of Service, or principal business address.

ii. Service Location Changes

Change in any service-delivery location. Notice shall be provided at least six (6) months in advance to allow County sufficient time to comply with site certification requirements. Such notice will become part of this Agreement upon written acknowledgment by the County, provided the change of address does not conflict with any other provisions of this Agreement.

iii. Ownership, Licensure, or Capacity Changes

Any change in ownership, organizational status, licensure, or Contractor's ability to provide the quantity or quality of the contracted services. Notice shall be provided immediately and no later than fifteen (15) calendar days following the change.

Failure to provide timely notice as required herein may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with the provisions outlined in Article 6.

b. Record Maintenance and Retention

Contractor shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records include, but are not limited to:

i. Service Delivery Documentation
   Monthly summary sheets, sign-in sheets, and other primary source documents supporting services provided.

ii. Fiscal Records
   All financial records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenues, and expenditures. Fiscal records shall also comply with the requirements set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

iii. Retention Requirements
   Contractor shall retain all service and financial records for a minimum of ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.

iv. Access and Compliance
   Contractor shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

c. Financial Reports

Contractor shall submit audited financial reports to County on an annual basis. The audit

shall:

i. Standards
   Be conducted in accordance with GAAP and generally accepted auditing standards.

ii. Submission Timeline
   The audit report, including all attachments, the management letter, and any corresponding response, must be submitted to County within six (6) months

of the end of the audit year.

iii. Corrective Action

If findings are identified, Contractor shall provide a corrective action plan signed by an authorized representative at the time of submission or as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

Failure to submit required financial reports within the specified timeframe may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with Article 6.

d. Agreement Termination

In the event this Agreement is terminated, reaches its designated term, or Contractor ceases operations, Contractor shall:

i. Delivery of Records

Provide or make available to County all financial and service records accumulated under this Agreement, whether completed, partially completed, or in progress, within seven (7) calendar days of the termination or end date.

ii. Final Compensation

Contractor shall be entitled to payment for all SMHS satisfactorily provided through and including the effective date of termination, subject to the terms and conditions of this Agreement.

This provision shall not limit or reduce any damages owed to County resulting from Contractor's breach of this Agreement.

Failure to comply with these requirements may result in withholding payment or other remedies available to the County under Article 6.

e. Restrictions and Limitations

This Agreement is subject to all restrictions, limitations, and conditions imposed by County, State, or Federal funding sources that may affect the fiscal provisions or funding for this Agreement. Key provisions include:

i. Funding Contingency

This Agreement is contingent upon sufficient funds being made available by County, State, or Federal sources for the term of this Agreement. If the State or Federal governments reduce financial participation in the Medi-Cal program, County shall meet with Contractor to discuss renegotiating the

services required.

ii. Fiscal Year Funding

Funding is allocated by fiscal year. Any unspent appropriation for a fiscal year does not roll over and is not available for services provided in subsequent years.

iii. Delayed Payments

In the event funding for these services is delayed by the State Controller, County may defer payments to Contractor. The deferred amount shall not exceed the amount of funding delayed by the State Controller to County. The deferral period shall not exceed the duration of the State Controller's delay plus forty-five (45) calendar days.

f. Financial Compliance and Enforcement

County maintains the right to monitor Contractor's performance under this Agreement to ensure accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

Contractor shall claim and collect all other available revenues, including but not limited to Medicare, private insurance, grants, client rent/fees, and any other third-party funding sources. Contractor shall maintain accurate records of all such revenues collected and report them to County in the format and frequency specified by County. Reports shall be submitted concurrently with monthly invoices or as otherwise directed and must include sufficient detail to support reconciliation and verification of revenue sources.

No federal funds provided under this Agreement shall be used to pay the salary of an individual at a rate exceeding Level 1 of the Executive Schedule, as published by U.S. Office of Personnel Management and amended from time to time amended.

Federal Financial Participation shall not be 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 should have known of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud, pursuant to 42 U.S.C. section 1396b(i)(2).

Contractor shall be responsible for any disallowances resulting from inadequate documentation.

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

If Contractor fails to comply with any provision of this Agreement, County may, upon

written notice, be relieved of its obligation to provide further compensation.

g. Compliance with Federal and State Laws

Contractor shall comply with all applicable Federal and State laws and regulations governing the provision of services and the use of funds under this Agreement, including but not limited to:

i. The False Claims Act employee training and policy requirements set forth in 42 U.S.C. §1396a(a)(68) and any related guidance issued by the U.S. Department of Health and Human Services;
ii. Medi-Cal program requirements;
iii. HIPAA privacy and security standards;
iv. Any other applicable statutes, regulations, and administrative rules.

Contractor shall maintain documentation demonstrating compliance with these requirements and make such documentation available to County upon request.

h. Restrictions on Fund Redirection

Contractor shall not redirect or transfer funds from one funded program to another funded program under this Agreement, except through a duly executed amendment approved by County.

Contractor shall not allocate or charge services provided to an eligible person under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

i. Record Retention and Access

Contractor shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records shall include, but are not limited to:

i. Service delivery documentation (e.g., monthly summary sheets, sign-in sheets, and other primary source documents);
ii. Fiscal records maintained in accordance with Generally Accepted Accounting Principles (GAAP), accounting for all funds, tangible assets, revenues, and expenditures;
iii. Documentation required under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Retention Requirements:

Contractor shall retain all service and financial records for a minimum of ten (10)

years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.

Access and Compliance:

Contractor shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

FEE-FOR-SERVICE RATES

**Fee-for-Service rates are established by the Department of Health Care Services. Contractor acknowledges that the rates listed in the table below are all-inclusive rates and cover all program operating expenses, including but is not limited to:

i. Direct and indirect staff time (e.g., patient care, documentation, travel, and paid time off);
ii. Total staff compensation (e.g., salaries, wages, benefits, bonuses, incentives);
iii. Vehicle expenses (e.g. gas, maintenance, insurance);
iv. Training and professional development;
v. Assets and capital equipment;
vi. Utilities overhead costs.

Indirect cost expenses shall be determined by the Contractor under the Fee-for-Service reimbursement structure.

Assigned Fee-For-Service Rate Category:

Clinic/Site Based

Fee-For-Service Rate Table:

Clinic/Site Based (less than 50% of services are provided in the field)	
Provider Type	**Provider Rate Per Hour**
Licensed Physician	$1,000.00
Physicians Assistant	$448.49
Nurse Practitioner	$497.27
Registered Nurse	$406.18
Certified Nurse Specialist	$497.27
Licensed Vocational Nurse	$213.38
Registered Pharmacist	$478.67
Licensed Psychiatric Technician	$182.93
Psychologist (Licensed or Waivered)	$402.17
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$260.25
Occupational Therapist	$346.43
Mental Health Rehab Specialist	$195.80
Peer Support Specialists	$205.59
Community Health Worker	$200.70

Medical Assistant	$146.68
Other Qualified Providers	$195.80
Certified AOD Counselor	$215.87

Flat Rate Type	Unit	Maximum Units That Can Be Billed	Rate
Interactive Complexity	15 min per unit	1 per allowed procedure per provider per person served	$19.48
Sign Language/Oral Interpretive Services	15 min per unit	Variable	$32.87