

**RENEWAL AGREEMENT & AMENDMENT NO. 2
TO MENTAL HEALTH SERVICE AGREEMENT A-13844
BY AND BETWEEN
COUNTY OF MONTEREY AND TURNING POINT OF CENTRAL CA. INC. (TPCC)**

This **RENEWAL AGREEMENT & AMENDMENT NO. 2** to Agreement A-13844 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and **Turning Point of Central CA. Inc. (TPCC)**, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-13844, with a term of February 12, 2018 through October 31, 2020 (“Agreement”); and

WHEREAS, the parties entered into Amendment No. 1 dated April 1, 2019; and

WHEREAS, the AGREEMENT expired pursuant to its terms on October 31, 2020; and

WHEREAS, the COUNTY and CONTRACTOR agree to renew the AGREEMENT retroactive to November 1, 2020; and to extend the term of the Agreement through June 30, 2021;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A-1: PROGRAM DESCRIPTION is replaced by EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-1: PAYMENT PROVISIONS is replaced by EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13844 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment maintains the contract amount of \$706,322.
5. This Amendment No. 2 is effective November 1, 2020.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on February 13, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Agreement A-13844 as of the date and year written below:

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form
By: _____
Marina Pantchenko, Deputy County Counsel
Date: 11/13/2020 | 3:06 PM PST

Approved as to Fiscal Provisions
By: _____
Gary Giboney, Chief Deputy Auditor/Controller
Date: 11/13/2020 | 3:08 PM PST

Approved as to Liability Provisions
By: _____
Les Girard, Risk Management
Date: _____

Approved as to Content
By: _____
Lucero Robles, Interim Behavioral Health Director
Date: _____

Contractor* _____

By: _____
Ray Banks, Executive Director
Date: 11/9/2020 | 2:52 PM CST

By: _____
Bruce Tyler, CFO*
Date: 11/9/2020 | 1:18 PM PST

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with signatures of two specified officers.
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of an officer who has authority to execute this Agreement on behalf of the partnership.
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement

**EXHIBIT A-2:
PROGRAM DESCRIPTION**

1. IDENTIFICATION OF PROVIDER

Turning Point of Central CA. Inc. (TPCC)
427 Pajaro Street
Salinas, CA 93901
831-422-8852

INCORPORATION STATUS/TYPE OF FACILITY LICENSE
501 C 3 Corporation (Community Benefit Non-Profit)

2. BACKGROUND

Turning Point of Central California, Inc. provides services in Monterey County, as well as nine other counties in California. The agency was founded in 1970, is headquartered in Visalia, California and currently operates over 40 programs, serving over 11,715 clients annually. Turning Point is recognized for the successful management of Adult and Youth Housing and Employment Service programs.

3. PROGRAM NARRATIVE

Turning Point of Central California, Inc. (TP) will offer Employment Services to all eligible clients referred from the Behavioral Health Bureau, MILPA or Sun Street Centers. TP will offer: pre-employment skills training, referral and enrollment to vocational education training or certification training through partner agencies, direct job placement, and job retention services.

This program will be designed to meet the training and employment needs of the identified target population, with a focus on serving those under Proposition 47. TP will leverage their identified Collaborative Partnerships throughout Monterey County. Additional resources for job seekers will be coordinated thorough established linkages with experienced government, private and non-profit service providers.

Services will be customer focused, and customized to meet the specific needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and primary outcome of the program. The length of the program will vary based on participant needs. One Employment Specialist will be assigned to the program. This staff member will work under the direct supervision of the Adult Employment Services Program Director.

All services will be delivered with the philosophy of personal responsibility at its core. In support of job retention, the program will emphasize skill-building techniques aimed at providing clients with the ability to change behaviors and cope with high-risk situations, thus breaking the cycle of incarceration.

4. PROGRAM GOALS

Turning Points Program goals are as follows:

- 4.01.1. To receive up to 80 individual referrals per fiscal year.
- 4.01.2. Approximately 30 individuals participating in employment services will complete an enrolled program per fiscal year.
- 4.01.3. Approximately 15 individuals will be placed in unsubsidized employment per fiscal year.

5. SERVICES TO BE PROVIDED:

Core A Services- Self Service and information services will be provided at co-located agencies. These services will include Labor Market Information, job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology.

Core B Services – Clients requiring employment support will be referred to Core B assisted activities. These activities will involve staff assisted job search and placement assistance, career counseling, job referrals, job development including working with employers, workshops and job clubs, and follow up services including essential employability skills counseling.

Intensive Services/Employment Specialist– Employment Specialist will begin at the onset of Intensive Services. The Employment Specialist will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer based technologies, and job and career counseling during program participation and after job placement. The Employment Specialist will provide supportive mentoring of individuals All these activities will support direct placement search or the transition into training services.

The Employment Specialist will meet with his/her client no less than weekly at the beginning of intensive services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented on a case note form and maintained in the client file. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This training will reinforce with clients “how to get a job”, “how to keep a job”, and “how to advance on a job.”

Bi-weekly case staffing meetings will be conducted to review each client case. Evaluation findings will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week. Case Management will be in integral part of job retention which is vital to a trusting and responsible relationship with the client that enables staff to provide optimum support to throughout the reintegration process.

Outreach Specialist- Employment Specialist will act as a liaison and referral source between the community and the Proposition 47 services available to the community

including mental health services and substance use disorder treatment. Outreach Specialist will have extensive knowledge of the South Monterey County community and available resources. They will help to identify and engage potential clients around possible substance use disorder and/or mental health disorder symptoms, provide education, decrease stigma, and link them to the resources that are available through the grant. This will be accomplished in several ways.

* The Public Defender can make direct referrals to the outreach specialist who will then link the clients with the most appropriate resource.

* All other Prop 47 providers will be able to refer to the outreach specialist clients that they have interacted with and believe could benefit from other grant partners.

* Outreach Specialist will participate in community events and conduct outreach into the south Monterey County communities to educate individuals about Proposition 47 and the services provided by the grant.

* Outreach Specialist will identify individuals in the community that might benefit from the grant program and refer them to the appropriate agencies (MILPA, Public Defender, CRLA, Turning Point, Sun Street, and Behavioral Health).

This position will be mobile and have office hours in the South County locations of King City and Gonzales.

Objective Assessment- TP will provide a comprehensive Objective Assessment for each client, consisting of an examination of the individual's capabilities, needs and vocational potential to develop a service strategy and employment goal. Assessments will be client-centered and evaluate employment barriers, considering the clients 'family situation, work history, education, occupational skills, interests and aptitudes. Staff will also assess for attitudes towards work, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for supportive services.

Individual Employment Plan (IEP)- The Employment Specialist will develop, with the client, an IEP outlining his/her employment goals and the services required to realize those objectives. The results of the Objective Assessment, an overview of the client's status, and the client's input will form the basis of the IEP. The IEP will include: Client's employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; self-sufficiency requirements; client's objectives and need for supportive services. The IEP will be used as a plan to guide the client on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Employment Specialist and the Client. the IEP will be reviewed by the Employment Specialist with the Client on a monthly basis and may be revised as needed based on updated assessments. All changes will be documented by the Employment Specialist in the IEP.

Employability Workshops- Classroom instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include The Change Companies interactive journaling “Employment Skills”.

Life Skills Training: Soft skill development; cognitive skills for behavior change; emotional and physical wellness; substance abuse, anger management; relationships; self-sufficiency; goal setting; financial planning; transportation; housing; **Pre-Employment Skills:** gathering information, identification of skills; “portfolio” development; applications; resumes; interviewing; job search; phone etiquette writing and basis office machine skills; employer expectations; employer expectations; job retention. **Marketable Work Habits:** grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork; problem solving; ethics; career advancement.

Support Services- TP will provide information and referral for participants needing Support Services, starting with orientation to the program. Support Services will include but not be limited to, work tools and safety equipment, food, interview clothing, medical assistance and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with the objective of self-sufficiency in mind. Clients enrolled into Intensive Services and who need Supportive Services and are unable to meet these needs through their own resources, or those of other service providers, will be provided Supportive Services necessary for employment.

Counseling- Will begin at the commencement of staff-directed Core Services. Counseling services will be delivered both individually and in group activities. IEP Counseling will be provided on a bi-weekly basis as soon as the plan is developed and will continue until the completion of each objective.

Comprehensive career counseling will be provided for clients in intensive services and continue during follow-up. Career counseling will be provided by TP staff with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology based data. TP will utilize specific tools to aid in career counseling, which include the PAR Self-Directed Search (a guide to educational and vocational planning), and the Occupational Exploration Guide (a guide to career, learning and lifestyle options).

Workplace culture, ethics and attitude counseling will be integrated into all TP services. High standards of work habits will be modeled by all staff members.

Follow-up Services- Follow-Up services will start after exit from the program and will be conducted at a minimum of; 1st Quarter, 2nd Quarter; 3rd Quarter and 4th Quarter and more often as individual needs indicate. TP will follow up through: phone contacts; work-site visits; mail correspondence; employer and system contacts; retention strategies. Pay stubs may be collected for review of EDD wage-based reports.

The Agency will continue to be available to all clients following placement into unsubsidized employment. Placed clients will be encouraged to maintain regular office contacts, and form support groups. Community links already in place will continue. Should reemployment become necessary, TP will offer a full array of employment services.

6. PROGRAM OBJECTIVES

- 6.01.1. CONTRACTOR will work with local partner agencies such as Center for Employment Training (CET) and Regional Occupational Training (ROP) to provide Vocational Educational Training to Proposition 47 Clients referred to Turning Point
- 6.01.2. CONTRACTOR shall assist referred Proposition 47 clients with online vocational certifications
- 6.01.3. CONTRACTOR will also assist clients with obtaining his/her GED should it be identified as a barrier to employment
- 6.01.4. CONTRACTOR shall provide outreach/information sessions in the community
- 6.01.5. CONTRACTOR shall coordinate services with other service providers, including primary health care services, mental health services, substance use disorder services, legal services, reclassification services and other human service agencies involved in the services provided.
- 6.01.6. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County.
- 6.01.7. CONTRACTOR shall provide services in the client's preferred language (Spanish and English). Friends or family members will not be expected to translate.
- 6.01.8. CONTRACTOR shall participate and attend the South County Collaborative meetings held on a bi-monthly basis.

7. PROGRAM REFERRALS

Referrals will be made by MCBHB, Sun Street Center and MILPA using a Universal Referral Form. At the onset of referral, communication between TP Staff and the authorized referring agency will commence and remain a vital element throughout the clients' participation in program services.

8. ORIENTATION

Orientations to program services will be conducted on face to face basis. Orientations will provide the client with information on TP Employment Services as well as partnership and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

9. ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within 5 working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may be a barrier to employment. If it is determined that with TP assistance the client is ready to seek employment, enrollment will be conducted immediately and a case file started. Enrollment will initiate client employment services. Clients in need of remediation

prior to employment will be referred to suitable community services with the goal of enrollment following resolution. MCBHB will be notified of the initial assessment status.

10. POPULATION/CATCHMENT AREA TO BE SERVED

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel
 - 93925 Chualar
 - 93926 Gonzales
 - 93927 Greenfield
 - 93928 Jolon
 - 93930 King City
 - 93932 Lockwood
 - 93954 San Lucas

Individuals under illegal substance influence may be excluded from Program participation.

11. CLIENT DESCRIPTION/FINANCIAL ELIGIBILITY

All Monterey County Proposition 47 adults may receive services regardless of ability to pay or Medi-Cal eligibility.

12. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Referrals for admission to Turning Point Program services will be initiated by MCBHB, MILPA or Sun Street Centers

13. PROGRAM REFERRALS

Populations served are eligible Monterey County Proposition 47 adults.

14. SERVICE DELIVERY SITE

1. Service Delivery Sites in South County:

- King City Clinic
200 Broadway, Suite 70
King City, CA 93930
(831) 422-8852
- 2. Gonzales Clinic
411 Center Street
Gonzales, CA 93926
(831) 422-8852

2. Hours of Operation

The King City Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

The Gonzales Office will provide services 20 hours per week, Monday – Friday from 8:00 a.m. to 5:00 p.m.

Ser

vices will be made available, whenever possible, at the convenience of the client.

15. REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC). Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis, and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

16. MEETINGS/COMMUNICATIONS

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a monthly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor client progress and program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The CONTRACT MONITOR does not have the authority to authorize changes requiring a contract amendment.

17. DESIGNATED CONTRACT MONITOR

Phil Sherwood

Behavioral Health Services Manager-South County Clinics

Monterey County Behavioral Health Bureau

200 Broadway St., Suite 70

King City, CA 93930

Direct Number: 831-386-6834

**EXHIBIT B-2:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Cost Reimbursed up to the Maximum Contract Amount.

4. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission for services, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

5. PAYMENT RATE

A. Monthly Payment Schedule:

Services shall be paid at the Negotiated Reimbursement rate for this Agreement, which are provisional and subject to all reporting conditions as set forth in this Exhibit B. The following program services will be paid on a 1/12th basis, not to exceed total maximum of **\$706,322** for Fiscal Years (FYs) 2018-21 as follows.

TURNING POINT SERVICES FY 2017-18	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	0	\$0.00	\$ -
Employment Specialist	232	\$57.52	\$ 13,357
Supportive Services			\$ 2,988
Total Yearly Maximum Obligation			\$ 16,345

TURNING POINT SERVICES FY 2018-19	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	727	\$73.91	\$ 53,731
Employment Specialist	2,080	\$62.26	\$ 129,494
Outreach Specialist	520	\$71.75	\$ 37,315
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 234,040

TURNING POINT SERVICES FY 2019-20	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	727	\$73.91	\$ 53,731
Employment Specialist	2,080	\$62.26	\$ 129,494
Outreach Specialist	2,080	\$71.75	\$ 149,260
Supportive Services			\$ 13,500
Total Yearly Maximum Obligation			\$ 345,985

TURNING POINT SERVICES FY 2020-21	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Program Director	382	\$73.91	\$ 28,257
Employment Specialist	641	\$62.26	\$ 39,880
Outreach Specialist	520	\$71.75	\$ 37,315
Supportive Services			\$ 4,500
Total Yearly Maximum Obligation			\$ 109,952

6. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowance (CMA) as set forth in this Agreement. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in

this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR

after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

7. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum fiscal year amount for each Program not to exceed the funded amounts as listed in the following Section B. Maximum Annual Liability for a total maximum amount of **\$706,322** for services rendered under this Agreement.

B. Maximum Annual Liability:

Fiscal Year Liability	Amount
FY 2017-18	\$16,345
FY 2018-19	\$234,040
FY 2019-20	\$345,985
FY 2020-21	\$109,952
TOTAL MAXIMUM LIABILITY	\$706,322

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- C. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.
CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services

hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by

CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-1, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."