

**AMENDMENT NO. 1 TO MENTAL HEALTH SERVICES AGREEMENT A-15377
BY AND BETWEEN
COUNTY OF MONTEREY AND COMMUNITY HOSPITAL OF THE MONTEREY
PENINSULA**

THIS AMENDMENT NO. 1 is made to AGREEMENT A-15377 for the provision of mental health services to adults with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model, to include Crisis Stabilization Unit (CSU) Services for Adults and Children, by and between the **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA**, hereinafter “CONTRACTOR,” and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY.”

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-15377 with the Community Hospital of the Monterey Peninsula in the amount of \$335,520 for the term of July 1, 2021 to June 30, 2024 for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Hospital Inpatient and Day Treatment Intensive Services model on an Inpatient Fee-for-Service Medi-Cal program; and

WHEREAS, the COUNTY and CONTRACTOR hereby request to amend the Mental Health Services Agreement No. A-15377 with revised EXHIBIT A-1 Program Description and revised EXHIBIT B-1 Payment and Billing Provisions, to outline new services and increase the total COUNTY obligation by \$1,542,860 for FY 2023-24 to fund the addition of new Crisis Stabilization Unit services retroactive to July 1, 2023, thereby increasing the total amount of the Agreement by 460%, for a revised total contract amount of \$1,878,380 for the same full term of FY 2021-22 through FY 2023-24.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B-1 PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. EXHIBIT H-1 BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE FORM is added to this Amendment to facilitate invoicing and payment for new CSU services effective FY 2023-24.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. This Amendment is effective July 1, 2023.

6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 30, 2021.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15377 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

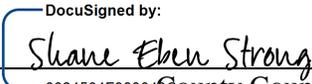
By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By:  _____
County Counsel

Date: 12/11/2023 | 4:48 PM PST

Approved as to Fiscal Provisions²

By:  _____
Auditor-Controller's Office

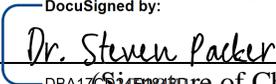
Date: 12/12/2023 | 8:27 AM PST

Approved as to Liability Provisions³

By: _____
Risk Management

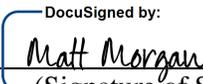
Date: _____

**COMMUNITY HOSPITAL OF THE
MONTEREY PENINSULA**

By: _____
Contractor's Business Name *
 _____

(Signature of Chair, President,
or Vice-President) *
Steven Packer, MD - President / CEO
Name and Title

Date: 12/7/2023 | 11:12 AM PST

By:  _____
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *

Matt Morgan - Vice-President / CFO
Name and Title

Date: 12/7/2023 | 11:14 AM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the 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 a partner 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.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1: PROGRAM 1 DESCRIPTION – Medi-Cal Fee-for-Service Program**I. IDENTIFICATION OF PROVIDER**

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

IV. PROGRAM GOALS

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

V. PROGRAM OBJECTIVES

- A. To reduce acute symptoms that prevent patients from functioning in a community-based setting.
- B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community-based services.
- C. To provide appropriate referrals to medical, social and behavioral health services.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Acute Inpatient-Psychiatric
Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
Acute Inpatient - Psychiatric	90	90	90
Hospital Inpatient Administrative Day	10	10	10

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health’s Medical Necessity Criteria and who are retrospectively authorized by COUNTY’S (Monterey County Behavioral Health - MCBH) Behavioral Health Services staff, will be eligible for coverage.

VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION

To be eligible for cost recovery, all services will be retrospectively authorized for payment by the COUNTY’S Health Department staff. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient’s medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client’s discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

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EXHIBIT A-1: PROGRAM 2 DESCRIPTION – Crisis Stabilization Unit

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide crisis stabilization unit (CSU) services designed to ensure psychiatric treatment is provided in the most appropriate setting.

IV. PROGRAM GOALS

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

V. PROGRAM OBJECTIVES

- A. To avoid the exacerbation of acute symptoms in patients with severe mental illness presenting in the Emergency Department.
- B. To reduce the need for specialty inpatient mental health services by placing patients with severe mental illness presenting in the Emergency Department in a more therapeutic setting to facilitate short-term recovery.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Crisis Stabilization Unit Services.
Mode of Service: Hourly, as medically necessary, up to 20 hours of service in a 24-hour period.

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health’s Medical Necessity Criteria and who

are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

VIII. ADMISSIONS/BASIC SERVICES/CONTINUED STAY & DISCHARGE CRITERIA

ADULTS – Admission / Inclusion / Exclusion Criteria:

Inclusion Criteria

- a) Acute psychiatric episode as primary problem.
- b) Anticipate a stabilization within 24 hours or less, understanding this may take longer.
- c) 18 years of age or older.
- d) Patient is cooperative and able to take direction.

Inclusion Considerations

- a) Exceptions are determined by clinical leadership.

Exclusion Criteria

- a) Actively in restraints.
- b) Escalating agitation leading to aggressive behavior .
 - i) Acutely at risk.
 - ii) Impulsive aggressive behavior.
- c) Elopement Risk.
- d) Exceeds weight capacity.
 - i) Weight Limit for recliners is 350 lbs.
- e) Pending Medical Clearance.
 - i) Clinical testing (EKG, labs, etc.) will only be required if medically indicated.
 - ii) Unstable vital signs without explanation.
 - iii) Infectious disease patient requiring isolation.
 - iv) Positive COVID-19 patients.
- f) Advanced Dementia, Delirium, or acute encephalopathy as a primary diagnoses.
- g) Patients requiring 1:1 supervision and care.
- h) Patients in the custody of any forensic staff for any crime.
- i) Clinical Intoxication.
 - i) To a level where patient is unable to participate in the observation process.
 - ii) Without acute mood/psychotic symptoms.
 - iii) Without exacerbation of underlying psychiatric condition.

Exclusion Considerations

- a) Patients presenting initial behaviors that could increase agitation of other CSU patients.
- b) Patients on a LPS legal status does not preclude them from admission to the CSU.
- c) Non–Ambulatory patients.
 - i) Depending on details of mobility and assistance needs.
- d) Inability to provide own care requiring assistance from more than one person.

- e) Late pregnancy.
- f) Use of restraints for a period of time with unresolved issue.

Coordination with Monterey County Behavioral Health (MCBH)

- a) Upon admission, MCBH ASOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
- b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
- c) Upon discharge and/or transfer MCBH ASOC Post Hospital Team will be notified of disposition.
- d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners.

Continued Stay Criteria

For continued stay beyond 23 hours 59 minutes, MCBH must be contacted and provide authorization.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Patient must meet all of the following Criteria:

- a) The patient’s condition continues to meet admission criteria at this level of care.
- b) The patient’s treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
 - i) Notwithstanding the foregoing, a patient’s continued stay while CONTRACTOR procures a more intensive level of care for the patient is permissible.
- c) The patient is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention.
- d) Barriers to progress are identified and strategies to address them are being implemented.
- e) A treatment plan has been developed and includes the individual’s goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the patient’s clinical condition and response to treatment. Treatment planning should include support systems involvement, as appropriate and/or feasible.
- f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.

Discharge Criteria

- a) Patient must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,
AND
- b) Patient no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

CHILD/YOUTH – Admission & Discharge Criteria – For Monterey County Medi-Cal Beneficiaries aged 17 and Younger:

Inclusion Criteria

Child/youth must meet all of the following Criteria:

- a) The presence of an ICD-10/DSM 5 Psychiatric Diagnosis.
- b) The child/youth must be 17 years of age or younger.
 - i) Presenting with an exacerbation of psychiatric symptoms or emotional disturbance including:
 - (1) Potential threat to safety of self or others, or symptoms which severely impair age-appropriate functioning.
- c) Requires intensive clinical monitoring.
- d) Clinical evaluation indicates that the individual would benefit from a brief period (generally up to 23 hours 59 minutes, understanding this may take longer) of additional observation and assessment, stabilization, resolution-focused intervention, and aftercare planning. Stabilization of the child/youth is expected to be brief and temporary, and the youth would benefit from rapid and resolution-focused intervention.
- e) Current service providers do not believe that the child/youth can be safely managed in a less restrictive setting until intensive intervention can resolve the presenting crisis.
- f) When possible, family are expected to participate in the care and stabilization of the child/youth.
- g) Has a reliable home or placement environment with family or collateral supports willing to collaborate and participate in treatment as determined by the clinical team.
 - i) Exceptions to this criterion can be made at the discretion of CONTRACTOR's clinical team.

Exclusion Criteria

If one of the following is met, the child/youth is excluded from eligibility for the service:

- a) The individual can be safely treated in a less restrictive or intensive level of care.
- b) The youth's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting or is not expected to resolve with brief, intensive intervention.
- c) Youth with acute instability in their medical condition, including but not limited to poorly controlled diabetes, poorly controlled feeding or eating disorder, and vital sign instability.
- d) Youth who require one to one support due to psychiatric severity, chronic medical conditions, or level of cognitive/adaptive functioning.
- e) Youth with co-occurring mental health and substance use disorders for whom the substance use disorder is the primary presenting problem and/or there is acute medical instability due to intoxication or withdrawal from a substance.

Coordination with Monterey County Behavioral Health (MCBH)

- a) Upon admission, MCBH CSOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
- b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
- c) Upon discharge and/or transfer MCBH CSOC Post Hospital Team will be notified of disposition.
- d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

Continued Stay Criteria

For continued stay beyond 23 hours 59 minutes, MCBH must be contacted and provide authorization.

Maximum of 20 hours of billed Medi-Cal service per 24-hour period.

Child/youth must meet all of the following Criteria:

- a) The child/youth's condition continues to meet admission criteria at this level of care.
- b) The child/youth's treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
 - i) Notwithstanding the foregoing, a child/youth's continued stay while CONTRACTOR procures a more intensive level of care for the child/youth is permissible.
- c) The child/youth is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused individual, family and milieu therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention
- d) Barriers to progress are identified and strategies to address them are being implemented.
- e) A treatment plan has been developed and includes the individual's and family's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the child/youth's clinical condition and response to treatment. Treatment planning should include active family or other support systems involvement, as appropriate and/or feasible.
- f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.
- g) The child/youth's family/natural supports are actively involved in treatment, or there are active, persistent efforts being made that can reasonably be expected to lead to the family's engagement in treatment.
- h) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

Discharge Criteria

- a) Child/youth must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU, **AND**
- b) Child/youth no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

IX. DESIGNATED CONTRACT MONITOR – PROGRAMS 1 AND 2

Lara Clayton
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1441 Constitution Blvd., bldg. 400 Ste 200
Salinas, CA 93906
Telephone: (831) 796-1717
Email: ClaytonL@co.monterey.ca.us

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

PROGRAM 1 – Medi-Cal Fee-for-Service Program

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **\$335,520**.

II. PAYMENT CONDITIONS

- A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.
- B. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.
- C. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.
- D. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.
- E. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.
- F. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.
- G. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.

H. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.

I. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2021 to June 30, 2024 as follows:

MoS	SFC	Description of Units of Service	FY 2021-22	FY 2022-23	FY 2023-24
5	10	Acute Inpatient - Psychiatric	\$1,178	\$1,178	\$1,225
5	19	Hospital Inpatient Administrative Day*	\$441	\$441	\$441
Mos - Mode of Service					
SFC - Service Function Code			* Per County Maximum Reimbursement Rates		

Service Description	FY 2021-22	UOS FY 2021-22	FY 2022-23	UOS FY 2022-23	FY 2023-24	UOS FY 2023-24	Grand Totals
Acute Inpatient - Psychiatric	\$1,178	90	\$1,178	90	\$1,225	90	
FY Sub-Total:		\$106,020		\$106,020		\$110,250	\$322,290
Hospital Inpatient Admin Day	\$441.00	10	\$441.00	10	\$441.00	10	
FY Sub-Total:		\$4,410		\$4,410		\$4,410	\$13,230
Fiscal Year Totals:		\$110,430		\$110,430		\$114,660	
Total Estimated County Obligation:							\$335,520

B. CONTRACTOR shall be paid the COUNTY’S Maximum Allowance (CMA) rate based on the most recent State’s Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Days. The rate of 85% of the Medi-Cal Behavioral Health Fee Schedule for Monterey County shall be used until COUNTY establishes the COUNTY’S rate Schedule for Inpatient Professional Services provided to patients served by this contract after concurrent review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes are:

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CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology MoS - Mode of Service SFC - Service Function Code				

PROGRAM 2 – Crisis Stabilization Unit

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **\$1,542,860**.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-1 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the Crisis Stabilization Unit hourly negotiated rate of **\$134.63**. Such rate shall be inclusive of the facility and professional component for Crisis Stabilization Unit services, billable under code S9484. The division of the Total Estimated County obligation for Crisis Stabilization Unit (CSU) services between Adults and Child/Youth, shown below, does not preclude a greater amount being reimbursed for either category as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

CRISIS STABILIZATION UNIT					
Fiscal Year	Units of Service (Hours)		Hourly Rate	Funding Source	Totals
FY 2023-24	Adults (85%):	9740	\$134.63	1991 Realignment	\$1,311,296
	Child/Youth (15%):	1720		2011 Realignment	\$231,564
	Total UOS:	11460			
TOTAL ESTIMATED COUNTY OBLIGATION:					\$1,542,860

IV. PAYMENT CONDITIONS

A. 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 Behavioral Health Cost Reimbursement Invoice Form provided as Exhibit H-1 to this Agreement (Exhibit G being previously designated to the original Agreement for "Requirements for 5150 Designation"), 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.

In addition to Exhibit H-1 Behavioral Health Cost Reimbursement Invoice Form, CONTRACTOR shall provide the following information as backup/supporting documentation:

- CMS-1500 / HCFA-1500 claim form, or equivalent; and
- Additional Client Care Documentation as specified by Monterey County Quality Improvement, or equivalent documentation to provide identical information, as negotiated by CONTRACTOR and COUNTY.

CONTRACTOR is not required to obtain prior authorization, or to submit a Treatment Authorization request (TAR) as a condition of reimbursement for Crisis Stabilization Unit services under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit H-1, Behavioral Health 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

- B. 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.~~
- C. 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.
- D. 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 within five (5) calendar days. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions. Notwithstanding anything to the contrary, CONTRACTOR shall have sixty (60) days from the date of its receipt of a fully executed copy of this Amendment No. 1 to A-15377 to submit claims to COUNTY for services provided from July 1, 2023 through the end of the month preceding the date on which the fully executed Amendment No. 1 to A-15377 is delivered to CONTRACTOR via email.
- F. 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.

V. MAXIMUM OBLIGATION OF COUNTY – PROGRAMS 1 AND 2

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$1,878,380** for services rendered under this Agreement, under both the Medi-Cal Fee-for-Service and Crisis Stabilization Unit Programs described in Exhibit A-1. The not to exceed limits included

under Section I. Payment Type for Program 1 and Program 2 do not preclude a greater amount from being reimbursed for either program as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2021 to June 30, 2022	\$110,430
July 1, 2022 to June 30, 2023	\$110,430
July 1, 2023 to June 30, 2024	\$1,657,520
TOTAL COUNTY MAXIMUM OBLIGATION:	\$1,878,380

- C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.
- D. If, as to 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.
- E. 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.
- F. 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. 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.

- D. 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.

VII. 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."

(The remainder of this page is left intentionally blank)

EXHIBIT H-1: Behavioral Health Cost Reimbursement Invoice Form

Contractor: Community Hospital of the Monterey Peninsula	Invoice Number: <input style="width: 90%;" type="text"/>
Address Line 1: P.O. Box HH	County PO No.: <input style="width: 90%;" type="text"/>
Address Line 2: Monterey, CA 93942	Invoice Period: <input style="width: 90%;" type="text"/>
Address Line 3: <input style="width: 90%;" type="text"/>	
Tel. No.: (831) 625-4503	
Fax No.: (831) 658-3978	
Contract Term: July 1, 2023 - June 30, 2024	Final Invoice: (Check if Yes) <input style="width: 50px;" type="checkbox"/>

BH Division:

Service Description	Rate per Unit	Total Contracted UOS FY 2023-24	UOS Delivered this Period	UOS Delivered to Date	Remaining UOS	Total Annual Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
CSU - Adults	\$134.63	9740			9740	\$1,311,296			\$1,311,296	100.00%
CSU - Child / Youth	\$134.63	1,720			1720	\$231,564			\$231,564	100.00%
TOTALS:		11460			11460	\$1,542,860			\$1,542,860	100.00%

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:
MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____